



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
January 10, 2023
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: November 15, 2022, December 6, 2022

Enterprise Funds Workshop Meeting Minutes

Attachment: October 27, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes

Attachment: September 7, 2022 , October 11, 2022, November 2, 2022

Affordable Housing Advisory Committee Meeting Minutes

Attachment: August 8, 2022

Planning & Zoning Board Meeting Minutes

Attachment: October 6, 2022

Firefighters Pension Fund Meeting Minutes

Attachment: August 29, 2022

Code Compliance Meeting Minutes

Attachment: October 31, 2022

APPROVAL OF THE AGENDA

January 10, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87247548518?pwd=bkxNQlB2U1BjZmNpdzNieVBwVVFVZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 872 4754 8518#

Participant ID: #

Passcode: 578361#

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. Certificates of Recognition presented to Environmental Services Staff for the repairs made to the International Fishing Pier due to damage sustained by Hurricane Nicole.

Sponsor: Department of Environmental Services

2. Presentation by the Turnpike Authority regarding the PD&E Study for the Sawgrass Expressway from west of US 441 to Powerline Road.

Sponsor: Department of Environmental Services

ADDENDUM

3. Certificate of Recognition presented to Deshaun Sands for his actions related to the tragic shooting of Rickey Ferguson, Jr.

Sponsor:

Commissioner Ben Preston

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2023-029: Application 21-P-230

Applicant: B'Nai B'Rith Deerfield Beach II, Inc.

Proposal: Request to amend the plat note restriction to restrict residents to a minimum of 62 years in age with a total family income of 80% of median Broward County income.

Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46, **and located at 255 SW 3rd Avenue.**

Suggested Action: Tabled until January 24, 2023

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

Sponsor: Department of Planning & Development Services

Attachment: B'nai B'rith Plat Note

5. P.H. 2023-030: Application 21-RM15-65

Applicant: B'Nai B'Rith Deerfield Beach II, Inc.

Proposal: Major Site Plan application seeking approval for 62 multi-family dwelling units (apartments) with a revision to the existing parking lot seeking a variance for setbacks and parking reduction.

Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46, **and located at 255 SW 3rd Avenue.**

Suggested Action: Tabled until January 24, 2023

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

Sponsor: Department of Planning & Development Services

Attachment: B'nai B'rith Site Plan

6. P.H. 2023-031: Application 87-B1-74

Applicant: 7-Eleven, Inc.

Proposal: Major Site Plan application seeking approval to demolish an existing convenience store and construct a new 3,205 square foot convenience store and associated site improvements.

Location: The property is generally described as OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11, and located at **1991 NE 2nd Street.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: 7-Eleven Site Plan

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Stanich as a member of the Historic Preservation Board; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: Historic Preservation Board Appointment

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Paula Ferrara as a member of the Public Art Program Committee; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: Public Art Committee Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Administrative and Consulting Services Agreement with GovTemps USA, LLC, to provide interim human resources consulting services through June 2, 2023, at a hourly rate of \$126/hour and in a maximum contract amount not to exceed \$100,000; ratifying execution of the Agreement; providing an effective date. (*Funds from Account #001-0800-513-32-99 - Human Resources/Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: GovTemps USA, LLC

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the First Amendment to the Work Authorization with Stantec Consulting Services, Inc. to provide additional services for Phase 2 of the NW Area Improvement Plan relating to design guidelines and catalyst site**

studies in an additional amount not to exceed \$16,500.00, for a total work authorization aggregate amount of \$72,300.00; providing for implementation and an effective date. (*Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Stantec Consulting Services, Inc.

- 11. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Amendment to the Memorandum of Understanding and Construction Agreement with Florida Power & Light Company ("FPL") for the City to grant two (2) additional easements to FPL for the construction of overhead and underground transmission lines; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Florida Power & Light Company

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from SW 24th Avenue to SW Natura Boulevard, with the City contribution in a lump sum amount of \$3,871,010.00; providing for implementation and an effective date. (*Funds from Account #413-5020-533-60-31 - Improvements 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: Reclaimed Water Main - SW 24th Ave to SW Natura Blvd

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the**

Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from Waterways Boulevard to SW 24th Avenue, with the City contribution in a lump sum amount of \$1,727,824.00; providing for implementation and an effective date. (*Funds from Account #413-5020-533-60-31 - Improvements 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: Reclaimed Water Main - Waterways Blvd to SW 24th Ave

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Amendment 1 to the 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 Amendment; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Florida Department of Transportation

- 15. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amended and Restated Interlocal Agreement with the Broward Metropolitan Planning Organization and the Cities of Hollywood, Pompano Beach and Plantation for the creation of the Metro Transportation Engineering and Construction Cooperative; authorizing execution; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Metro Transportation Engineering and Construction Cooperative

- 16. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a 12 foot wide utility easement to access and maintain water and sewer utilities related to the property located at 825 South Federal Highway in Deerfield Beach;**

providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Utility Easement

DEPARTMENTAL BUSINESS

17. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing city staff to proceed with processing a land use amendment for the city-owned property located at 555 SW 3rd Avenue to amend the land use from city conservation and county open space to residential medium 16 dwelling units per acre; 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 Planning & Development Services

Attachment: Land Use Amendment

18. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Contract with Leigh Robinson Kerr & Associates, Inc. to provide additional services to facilitate the Land Use Plan Amendment for 555 SW 3rd Avenue in an additional amount not to exceed \$11,500.00; providing for implementation and an effective date. (*Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Leigh Robinson Kerr & Associates, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

19. Update regarding beach nourishment.

Sponsor: Office of the City Manager

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, January 24, 2023

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, November 15, 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 7:04 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

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

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz expressed condolences for the passing of Charlie Parness, brother of Commissioner Bernie Parness, and Sylvia Poitier, former Mayor and City Commissioner for Deerfield Beach, as well as Broward County Commission Mayor. Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes – October 18, 2022

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - August 24 & October 12, 2022

Hillsboro Inlet District Meeting Minutes - September 12, 2022 (Budget - First Hearing), September 19, 2022 (Budget - Final Hearing), & September 19, 2022 (Regular)

Code Compliance Meeting Minutes - September 7, September 21, & October 3, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

November 15, 2022

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

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

Nays: 0

AWARDS & RECOGNITION**1. Proclamation presented to the Family Court Awareness Month Committee (FCAMC) in recognition of Family Court Awareness Month.**

Mayor Ganz presented and read a proclamation in recognition of Family Court Awareness Month (FCAMC). The mission of the FCAMC is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children. The committee is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with physically or sexually abusive parents while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent. FCAMC strives to increase awareness of the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value.

Bailey Smith, Family Court Awareness Committee, commented on a crime that occurred when a woman was sent back to Italy to her abusive husband. Ms. Smith thanked the City Commission for recognizing Family Court Awareness Month and read a letter written by the victim, posthumously.

2. Certificate of Recognition presented to Barbara Allen for winning the 2023 Poster Contest for the 42nd Annual Festival of the Arts.

Mayor Ganz said every year, the Cultural Committee does a call for Artists for the poster contest, and this year, they received over 20 posters to select from. The winning poster was selected at the October Cultural Committee meeting. Barbara Allen, the contest winner, is a photographer and digital artist living in Pompano Beach, Florida. She spends her time photographing the beauty of her local area with surrounding beaches and new architecture. Thereafter, he presented a certificate to Ms. Allen for her achievement and unveiled her painting.

Ms. Allen thanked everyone who voted for her poster and said she will have a tent at the Festival of the Arts.

3. Certificate of Recognition presented to Orisseau Cherilus for 28 years of service to the City of Deerfield Beach.

Mayor Ganz said Mr. Cherilus started working for the City on August 8, 1994, as a Driver Collector for the Department of Sustainable Management. He has been a hard-working employee that always had the residents and his team's best interests at heart. He always dedicated himself to training on all the various

AWARDS & RECOGNITION – CONTINUED

types of equipment used in the department to improve his performance, to support his team, and to provide outstanding service to our residents. Mayor Ganz wished Mr. Cherilus the best on his retirement and future endeavors.

Mr. Cherilus thanked Chad Grecsek, Director of Sustainable Management, and the City for the opportunity to work in Deerfield Beach for over 20 years. He also thanked his wife for her continuous support.

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

Captain Hofstein presented certificates of recognition to various deputies for their handling of volatile cases. First, a woman was in a resident's backyard, possibly armed and when the deputies arrived on the scene, the woman claimed she was armed and wanted to die by the hands of the officers; however, the situation was fortunately handled by the deputies without incident. Thereafter, Captain Hofstein recognized the three deputies as Deputy of the Month.

Continuing, Captain Hofstein recognized Deputy Walker for his actions on October 30, 2022 for saving a suicidal teenager. Captain Hofstein thoroughly described the scene and movements taken by the officers, including how Deputy Walker was able to save the teen from taking his life.

QUASI-JUDICIAL PUBLIC HEARINGS

5. P.H. 2023-005: APPLICATION 21-B1-209 (PROJECT NAME: 3311 W HILLSBORO BLVD. JV LLC)

Applicant: **3311 W HILLSBORO BOULEVARD JV LLC**

Proposal: Major site plan application seeking to demolish an existing bank and construct a 7,484 square foot restaurant/retail building.

Location: The property is generally described as DEER CREEK BANK 108-14 B PT OF PAR A DESC AS COMM AT NW COR OF PAR B, SLY 343, ELY 150 TO POB, CONT ELY 200, NELY 42.43, NLY 110 TO P/C, NELY 103.41, WLY 180.29, SWLY 115.47, SLY 143 TO POB AKA: PARCEL 1 (OR 14117 PG 174), **and located at 3311 W Hillsboro Blvd.**

Anthony Soroka, City Attorney, explained the quasi-judicial process and asked whether the applicant will proceed or waive.

Mike Troxell, Thomas Engineering, 6300 NW 31st Avenue, Fort Lauderdale, waived the quasi-judicial proceedings. Thereafter, a brief presentation was provided. There is an existing vacant bank building with three drive-thru's with a paved parking lot surrounding it. The site is located at the northwest corner of Hillsboro Boulevard and Country Club Boulevard. Mr. Thomas explained that the application consists of a 7,484 square foot building with 400 square feet for outdoor seating located at the southeast and southwest corners of the building. There is a proposed pickup window for the restaurant located on the west end; there will not be an ordering area or ordering board at that location, whereas, clients will have to pre-order to use the pickup window. On the east end, is a sit-down restaurant and between the two restaurants, there is a proposed medical use facility. Additionally, the proposed site provides 66 parking spaces; whereby, 63 are required by Code. All setbacks are met and green space is increased by 6% of the site area and meets or exceed all applicable Code requirements.

Continuing, Mr. Troxell outlined the proposed north elevation which is the back of the building and the south elevation, facing Hillsboro Boulevard; followed by the east and west elevations, as well as a rendering of the proposed building. Lastly, Mr. Troxell advised that other professionals are present to answer any questions.

In response to Commissioner Parness' question, Mr. Troxell replied that the restaurants will be Panda Express and Chipotle with a medical facility in the center.

QUASI-JUDICIAL PUBLIC HEARINGS – CONTINUED

In response to Commissioner Preston's question, Mr. Troxell replied that it does not appear that any technical deviations will be required as all Codes have been met.

In response to Vice Mayor Hudak's question, Mr. Troxell replied that the dumpsters are located on the northeast corner of the property.

Commissioner Drosky asked for the vote outcome from the Planning & Zoning Board.

Eric Power, Director of Planning & Development Services, replied that the Planning & Zoning Board unanimously approved the item at the October 16th meeting and this type information will be provided in the backup in the future.

Mayor Ganz asked about the ingress to the property.

Mr. Troxell explained that people can turn into the property at the rear of the site and traffic going west on Hillsboro Boulevard, the turn would occur at the shared entrance with the medical building. Eastbound traffic would turn left into the rear entry which is a little further north of the property.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how many handicapped spaces are on the site.

Mr. Power replied three (3) which is required per Code.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 5, adopted Resolution 2022/178. Roll Call:

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

Nays: 0

6. P.H. 2023-006: APPLICATION 15-B1-201 REV.1 (PROJECT NAME: MIAMI GRILL)

Applicant: **K & S HILLSBORO LLC**

Proposal: Major Site Plan application seeking approval to construct a 1,129 square foot drive-thru restaurant and associated site improvements.

Location: The property is generally described as LOT 1, LESS THE E 25 FT. THEREOF FOR ROAD R-O-W, LOTS 3 & 4, BLOCK 1, "GROVE INDUSTRIAL CENTER," PLAT BOOK 59-47 OF THE PUBLIC RECORDS OF BROWARD COUNTY LESS THE S 7 FT FOR R-O-W, **and located at 259,263,273 W Hillsboro Blvd.**

Anthony Soroka, City Attorney, asked whether the applicant will proceed or waive the formal quasi-judicial proceedings.

Kristin DiPierro, Thomas Engineering, 6300 NW 31st Avenue, Fort Lauderdale, waived the quasi-judicial proceedings. Thereafter, Ms. DiPierro outlined the application; whereas, the site is located at 259, 263, and 273 West Hillsboro Boulevard. The application proposes a Miami Grill Restaurant, approximately 1100 square feet, which will be drive-thru only, with two lanes. The overall circulation of the approved plan will remain the same, with the drive-thru on the north side. The vacant lot will be modified for the improvement; furthermore, they will work with staff to align the access into Dunkin Donuts with the proposed entry and exit for the Miami Grill drive-thru to improve stacking on Hillsboro Boulevard and circulation throughout the site.

QUASI-JUDICIAL PUBLIC HEARINGS – CONTINUED

Continuing, Ms. DiPierro provided a detailed rendering of the site plan and explained the proposed circulation, which allows for entry from Hillsboro Boulevard or 2nd Terrace. Upon entry into the drive-thru, it will open into two drive-thru lanes, with two menu boards and go around to the north side of the building which is where the pickup window is located. There is also a walkup window on the west side of the building for customers to come and place orders; whereby, there is no indoor seating, but an outdoor seating area is proposed at the southwest corner of the building. Ms. DiPierro advised that they have worked closely with staff to ensure architectural design requirements were met, and no waivers or variances were requested. The landscaping will follow Code requirements to ensure the existing trees remain and any that have died will be replaced. Renderings of the elevations were displayed: west elevation – walkup window; south – entry door for restrooms; north – pickup window. Ms. DiPierro continued to display renderings of the proposed building.

Commissioner Preston offered his assistance to Ms. DiPierro for any issues should they arise.

Commissioner Drosky asked if there could be an issue with shared entrances for the Dunkin' Donuts and Miami Grill at peak times.

Ms. DiPierro replied that Dunkin' Donuts peak hours are usually in the morning and Miami Grill during lunch. Also, their traffic engineer studied the Dunkin' location here and elsewhere to understand peak stacking requirements and the times where customers come to both locations. She explained that the drive aisle was realigned going into Dunkin' because previously, it was only 25 feet from Hillsboro Boulevard and staff expressed concerns with stacking on Hillsboro Boulevard and people trying to slow down to turn into the Dunkin' site. The realignment allows for more stacking onto the site.

Commissioner Parness spoke in support of the application.

Vice Mayor Hudak commented on stacking onto Hillsboro Boulevard, but staff advised of the change which will help alleviate the situation.

Mayor Ganz also said stacking is a concern; however, he will support it since Commissioner Preston is advocating for it. Thereafter, he opened the public hearing.

William Lane, 11 Tilford A, Deerfield Beach, asked for the hours of operation.

Mayor Ganz closed the public hearing.

Ms. DiPierro replied that the intended hours of operation for Miami Grill are 10 a.m. till 2 a.m.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 6, adopted Resolution 2022/179. Roll Call:

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

Nays: 0

PUBLIC HEARING – FIRST READING

- 7. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3C) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Departmental Business)**

The Ordinance was read by title only.

PUBLIC HEARING – FIRST READING – CONTINUED

Robert Sherman, MBA Development, representing the applicant, explained that the rezoning is being requested, so it is consistent with B-2 highway zoning along Powerline Road. This rezoning project is important for the purpose of allowing many uses that are not currently allowed in the industrial zoning the City has. He advised that the plan is to bring medical doctors, one of which is a current doctor, who has offices in Deerfield Beach. Mr. Sherman provided renderings of the site, including the zoning districts, land use categories, and flex unit allocations.

Commissioner Preston asked if resident impact for the area has been determined.

Mr. Sherman replied that there are no residents abutting these properties, as it is purely commercial and the rezoning will make it consistent with the current zoning.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he spoke in support of the rezoning.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 7 on first reading. Roll Call:

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

Nays: 0

8. P.H. 2023-007: ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, provided a brief PowerPoint presentation and explained the Capital Improvement Element (CIE); whereby, State Statute requires that the City annually incorporate the approved fiscal year budget into the five-year CIE and submit it to the State.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to approve Item 8 on first reading. Roll Call:

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

Nays: 0

PUBLIC HEARING – SECOND READING

9. **P.H. 2023-008: ORDINANCE 2022/025 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN BY ADOPTING THE EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR THE ADOPTION AND TRANSMITTAL OF THE COMPREHENSIVE PLAN AMENDMENTS PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF DEERFIELD BEACH COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (First Reading - April 19, 2022)**

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, provided a PowerPoint presentation on the Evaluation and Appraisal Report and adoption of the Comprehensive Plan. Mr. Power outlined the timeframe these reports were submitted to the Commission and the State. The Department of Economic Opportunity asked that a revision be made to the Coastal Management Element regarding flood resistance to ensure flood requirements, insurance and other measures are met for redevelopment. This information was in the first draft, but was not outlined in the section desired; nevertheless, the change has been made.

Additionally, Mr. Power said Broward County Planning had multiple recommendations, wherein, they wanted to ensure the City was consistent with their language, penalties, and timelines. The changes have been completed and Commission consideration is necessary before it goes back to the State for review. Lastly, he advised that the next cycle will be 2028.

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 Commissioner Preston, seconded by Commissioner Parness, to approve Item 9, adopted Ordinance 2022/025. Voice Vote:

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

Nays: 0

10. **P.H. 2023-009: ORDINANCE 2022/026 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; APPROVING A DEPARTMENTAL BUDGET TRANSFER IN THE AMOUNT OF \$702,395 WITHIN THE GENERAL FUND; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$114,655 FOR THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, advised that the proposed budget amendment provides compliance with the year end changes which is required within 90 days of the end of the fiscal year. The amendment cleans up various accounts and transfers to ensure the General Fund and various appropriations in the Tree Preservation Trust Fund are properly reflected in the budget.

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

PUBLIC HEARING – SECOND READING – CONTINUED

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 10, adopted Ordinance 2022/026. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, applauded Commissioner Parness for his effective representation of the City at the Broward County Planning Council regarding Waste Management. He advised that Waste Management wanted to rezone the area on Wiles and Powerline Road from electrical generator zoning to business industrial.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said the Cultural Committee is having their second Jazz in the Park event Thursday night; the next will be held in December. Additionally, Ms. Freitag commented on term limits being defeated on the ballot and on the importance of having term limits.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said there are vacancies on the Education Advisory Board and asked that any Commissioner with a vacancy start appointing people.

CONSENT – BOARD APPOINTMENTS

11. Resolution 2022/180 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Barri McMillion, Lawanna Strowbridge, Diane Chisholm, Annette Mitchell, and Sandra Jackson to the African American Heritage Committee; and providing for an effective date.

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 11, adopted Resolution 2022/180. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In response to Commissioner Drosky's question regarding Item 14, Anthony Soroka, City Attorney, replied that the Commission is only accepting the certification; whereas, it is the Chief Financial Officer's annual responsibility to provide the certification to the Commission.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 12 - 22 of the Consent Agenda. Roll Call:

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

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

Nays: 0

- 12. Resolution 2022/181 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Municipal Election Agreement with the Broward County Supervisor of Elections in an amount not to exceed \$150,000.00 for the March 14, 2023 Municipal Election and Referendum Election regarding the sale of city property; providing for implementation and an effective date. (*Funds from Account #001-0308-513-32-99 - Other Contractual Services*)**
- 13. Resolution 2022/182 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Dajauii Gardner vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (*Funds from Account #606-0900-519-37-70 - General Liability Legal*)**
- 14. Resolution 2022/183 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the Fiscal Year ending September 30, 2022; providing for an effective date.**
- 15. Resolution 2022/184 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a request by the Florida Department of Transportation for a waiver of fees to use the Hillsboro Community Center building for a public meeting on February 9, 2023; providing for an effective date.**
- 16. Resolution 2022/185 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Deerfield Beach Family Empowerment, Inc. for administration of community development programs; providing for execution and an effective date.**
- 17. Resolution 2022/186 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing acceptance of grant funds in the amount of \$600,000.00 and approving the Grant Agreement with the Florida Department of Environmental Protection for the Aquatics Center Parking Lot Stormwater Project; providing for execution, implementation and an effective date. (*Funds from Account #399-7035-572-65-30 - Capital Project - Recreation/CIP Infrastructure*)**
- 18. Resolution 2022/187 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the Florida Department of Emergency Management for State and Local Cybersecurity Grant Program funding in the estimated amount of \$406,800.00 to upgrade the City's cybersecurity infrastructure; authorizing the City expenditure of 10% matching funds and execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date. (*Funds from Account #399-1400-513-65-30 - Capital Project - Information Technology/CIP Infrastructure*)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

19. Resolution 2022/188 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Memorandum of Understanding and Construction Agreement ("MOU") with Florida Power and Light ("FPL") for the City to grant an easement to FPL for the construction of overhead and underground transmission lines and for FPL to construct a shared-use sidewalk for the City on S.E. 10th Street; authorizing execution of the Agreement and Easement; providing for implementation and an effective date.
20. Resolution 2022/189 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Reclaimed Water Supply Agreement with Broward County for the City's purchase of reclaimed water from the County; providing for implementation and an effective date.
21. Resolution 2022/190 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the execution of the attached second amendment to the Work Authorization with Walters Zackria Associates, PLLC, to provide additional supplemental services for construction document review and construction administration related to the new Bezos Academy child care facility in an additional amount not to exceed \$111,340.00 and extending the original project schedule for an additional eight months; providing for implementation and an effective date. *(Funds from Account #358-5060-569-61-08 - 2018 Revenue Bond Fund/Architect & Engineering)*
22. Resolution 2022/191 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Integrity Municipal Systems, LLC, to furnish and supply a Series A-758 Lime Slaker System in an amount not to exceed \$159,250.00 at the City's Water Treatment Plant in accordance with Section 38-116(3)(c) of the City's Procurement Code ("Sole Source"); providing for implementation and an effective date. *(Funds from Account #413-5020-533-60-31 - Capital Project - Water Plant/Improvements Other than Buildings)*

COMMENTS BY ADMINISTRATION & LEGAL**CITY MANAGER**

Referendum Election - David Santucci, City Manager, advised that the election costs for the referendum of the four-acre parcel is going through the procurement process; whereby, the evaluation committee has elected to bring the top four ranked firms back for presentations. This allows the committee the opportunity to further vet the rate proposal, and give the public an opportunity to see and comment on these presentations. Since this an official procurement process of the City, the evaluation committee is obligated to evaluate and rank independently based on the evaluation criterion and content of the presentations. If approved by the City Commission, it will go before the voters for referendum, so staff wants to ensure there is opportunity for public participation throughout. Thus, this will be the first opportunity for public comment and the second will be at a future City Commission meeting. It will be held on November 16th starting at 8:30 a.m., with public comment at noon. On December 6th, there will be an item presented to the Commission authorizing negotiations of a contract with the number one ranked proposer and then a negotiation of a contract. He said he is hopeful that a contract will be negotiated that contains the contractual terms needed to provide within the referendum and allow staff to continue through the process to final draft for review.

Accolades – Mr. Santucci thanked Teresa Rynard, Director of Parks and Recreation, and Rodney Brimlow, Director of Public Safety, for their supporting efforts in Ms. Sylvia Poitier's funeral. There will be nominal costs ranging below \$2,000, but tents, chairs, traffic control and parking will be arranged at the funeral on Thursday and the viewing Wednesday, November 16th.

COMMENTS BY ADMINISTRATION & LEGAL – CONTINUED

Pier Repairs – Mr. Santucci said the City's pier was damaged by the hurricane last week and occurred around 4 p.m. the eve of the hurricane and by 8:45 p.m., all contact with the pier was lost. He thanked all the staff who responded and were prepared to respond during the hurricane, Parks & Recreation and Facilities Management. He said the very next day, Facilities Management was already making repairs to the pier; whereas, internal repairs will be made up to the gazebo. Furthermore, there was electrical damage to the pier, and once those repairs are completed, only a portion of the pier will be opened. The long-term repairs will take much longer, and it will be several months before a complete assessment of the pier engineering and construction has been budgeted.

CITY ATTORNEY

MPO Transportation Surtax Dollars – Anthony Soroka, City Attorney, advised that cities in Broward County previously submitted requests to the Metropolitan Planning Organization for transportation surtax dollars for standalone, non-vehicular mobility projects, i.e. sidewalks. The County had taken the position that they did not believe surtax funds could be used in this matter, but has since agreed to submit a request for an Attorney General Opinion. The City has joined that request for an opinion and if favorable, there could be a potential opportunity for future funding cycles for sidewalk and non-vehicular mobility projects

CITY COMMISSION BUSINESS**23. ORDINANCE 2022/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 10 "CULTURAL COMMITTEE," SECTION 2-167 "MEMBERSHIP" OF THE CITY CODE OF ORDINANCES TO REVISE THE MEMBERSHIP COMPOSITION OF THE DEERFIELD BEACH CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Commissioner Drosky said he previously requested restructuring the Cultural Committee for consistency with other boards to have 5 regular and 5 alternate members, as the maximum now is 15 members. He said if the Commission currently has two (2) appointments to the Cultural Committee, it is recommended to decide which member will serve as a regular and alternate as the ordinance will go into effect immediately upon adoption, which is anticipated for December 6th.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said he is a member on the Cultural Committee and is open to positive changes that will streamline and regulate the Committee to making it more effective. Thereafter, he commented on the achievements this year and applauded City staff for their assistance with various events.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Drosky, seconded by Commissioner Preston, to approve Item 23 on first reading. Voice Vote:

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

Nays: 0

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

Happy Thanksgiving – Vice Mayor Hudak wished everyone a Happy Thanksgiving.

Pier Damage – Vice Mayor Hudak advised that the City experienced tropical storm forced winds, not a hurricane; therefore, he asked that when the pier is evaluated, that there be a consideration to upgrade it and make it as hurricane safe as possible. He also commented on sections of the Lauderdale-by-the-Sea's pier bring in the Atlantic Ocean. Now is an opportunity to strengthen the pier and reiterated his support to enhance and reinforce the pier as construction costs are escalating and will only cost more later.

COMMISSIONER PRESTON**DISTRICT 2**

Sylvia Poitier – Commissioner Preston said he knows many are saddened by Ms. Poitier's passing; thereafter, he commented on her devotion to the City and love for the community. She provided a voice for people who needed a voice; whereby, the City grew and improved because of her service. Commissioner Preston said she will be missed in many ways. He also commented on the Jazz in the Park event conflicting with her funeral on Thursday.

Packer Rattlers – Commissioner Preston said the football season is over. He commented on the 6u's winning the Superbowl four (4) years ago and now, they are 9u's and were one game away from the Superbowl. He also applauded the cheerleaders for their efforts. Lastly, he thanked staff for their support of the Packer Rattlers, and Broward Sheriff's Office for their presence at the games and the inspiration they provide for many of the kids.

Laptop Chargers – Commissioner Preston reminded staff that backup chargers are needed on the dais and asked that an update be provided.

Braithwaite Center for Active Aging – Commissioner Preston thanked the Commission for their support and commented on how the community feels united and thankful for the action. He expressed how important it is to do what is right for the City and how their service to the community has a lasting impact.

Happy Thanksgiving – Commissioner Preston wished everyone a Happy Thanksgiving.

David Santucci, City Manager, advised that laptop chargers are available and if any commissioner needs it, to advise him or IT staff.

Storm Update – Commissioner Preston applauded the City Manager and staff for the precautions taken before the storm.

COMMISSIONER PARNES**DISTRICT 3**

City Events – Commissioner Parnes commented on the many events he attends, his personal funding of Little League teams, as well as his service on various governmental boards, such as the Planning Council and others. He advised that he was able to persuade the Broward County Planning Council to unanimously reject the Waste Management proposal. Furthermore, he advised that he is the first District 3 commissioner to set up meetings inside Century Village, so people do not have to drive to City Hall. Thereafter, he commented on the changes to term limits over the years.

Charlie Parnes – Commissioner Parnes said his older brother, who passed 10 days ago would have been 88 in May 2023. He served as a president of the condo associations for many years and he was community oriented.

Service as a Commissioner – Commissioner Parnes commented on his service as a commissioner and how he serves the County as well as the City. He said when his term is over, he will remember his service as one of the most important contributions in his life as he has contributed in some way to the citizens.

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

Broward Planning Council – Commissioner Drosky thanked Commissioner Parness for his representation of the City on the Council and how he played an integral role at the meeting, whereas, he was prepared and properly advocated for the City. He also explained how much is involved in serving the City as a commissioner.

Sidewalk Damage – Commissioner Drosky asked that the following locations be examined for possible sidewalk projects: 301 SW 35th Street and SW 2nd Court in Deer Run.

Happy Thanksgiving – Commissioner Drosky wished everyone a Happy Thanksgiving and reminded everyone that there is a lot to be thankful for.

MAYOR BILL GANZ

Storm Preparation – Mayor Ganz applauded the City Manager and staff for their efforts in preparing for the hurricane. Additionally, he asked that staff communicate right away when something occurs and that an emergency shutoff valve be installed at the pier to reduce possible damage. Mayor Ganz also commented on the damage and how lower level storms, i.e. category 1, are often viewed as minimal; nevertheless, staff did not take it lightly and was prepared.

Speeding in the City – Mayor Ganz asked that there be more police presence on Hillsboro and other areas as speeding is out of control. He commented on some of the dangerous driving he witnessed this evening and passionately explained how increased enforcement is needed to stop someone else from being killed. Mayor Ganz asked that the City Attorney investigate fines that will curtail illegal activity on the roads.

Comments – Mayor Ganz said he does not have a problem with people expressing their opinions, but he also has opinions and is not afraid to speak up; nonetheless, he does not think it should be taken personally.

Broward County Planning Council - Mayor Ganz applauded Commissioner Parness for his representation at the Council meeting. He said that is a difficult board to achieve a unanimous decision and he appreciates his work in this matter.

Braithwaite Center for Active Aging – Mayor Ganz said he is thankful for the name change and the Braithwaite name being memorialized. Additionally, the expansion for the Bezos Academy was brilliant and applauded Commissioner Preston for his work in the community.

Sylvia Poitier – Mayor Ganz said he and Sylvia Poitier voted on opposing sides on a matter which led to a criminal infraction; notwithstanding, she cannot be judged solely on one action because she did a lot for the City and in the end, she had great character and more love for the City than most. He said a nice friendship was forged between them toward the end of her life and how she still wanted what was best for the community; she will be sorely missed.

ADJOURNMENT

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to adjourn the meeting at 8:54 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, December 6, 2022

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

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

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz expressed condolences for Ron LaVergne who recently passed. Thereafter was a moment of silence, followed by the Pledge of Allegiance.

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes - October 19, 2022

Police Pension Board Meeting Minutes - June 30, 2022

Community Redevelopment Agency Meeting Minutes - September 13, 2022

Non-Uniform Pension Board Meeting Minutes - August 8, 2022

Hillsboro Inlet District Meeting Minutes - October 17, 2022

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

December 6, 2022

APPROVAL OF CITY COMMISSION AGENDA – CONTINUED

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

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

Nays: 0

AWARDS & RECOGNITION**1. Certificates of Recognition presented to JM Family, South Florida Audubon Society, and Representative Chip LaMarca for their participation in a Dune Restoration Project.**

Mayor Ganz thanked volunteers, specifically, JM Family, who provided over 50 volunteers to plant approximately 500 native plant species to enhance the City's existing dune system. The project was completed with the removal of invasive species within the same footprint. These dunes provide pivotal protection for the City's infrastructure and habitat for multiple species on the beach. He said Representative LaMarca and his wife also participated in the project. Thereafter, he outlined all the organizations involved and presented a certificate of recognition, which was accepted by Representative LaMarca.

Representative LaMarca thanked the Commission for allowing the project to happen; furthermore, he will be presenting a \$1,000 check to Audubon to adopt a dune in the City.

Vice Mayor Hudak commented on how the dunes have helped with erosion and asked that a presentation be done with Lee Gottlieb at a January Commission meeting to illustrate the benefit of dunes. He also expressed the desire to extend the dunes further than they currently are.

Mayor Ganz also applauded Lisa Davis, JM Family, for their efforts.

2. Presentation from FAU's Department of Regional and Urban Planning regarding the walkability and bikability near the Tedder and Tallman Pines Communities.

Eric Power, Director of Planning & Development Services, provided a brief overview of how this project came to fruition; whereby, approximately 1 year ago, city staff and others enhanced 3rd Avenue to help with traffic and bicycling. The presentation is an addition to that project.

Rogelio Perez, Florida Atlantic University Master of Urban & Regional Planning student, said this project is for the planning workshop related to the Tedder and Tallman Pines communities. The goal was to build a plan for a local community and improve transportation connectivity according to Complete Streets principles, which will be discussed. Mr. Perez provided statistical data regarding traffic fatalities in Florida, whereas, Florida was the second highest per capita of pedestrian traffic fatalities in 2021. The City provided the Complete Streets guidelines that should be followed, which entails transportation options for all residents to encourage walking, bicycling, and multiple modes of transit as well as enhance safety and security on the streets. The study area consists of Tedder and Tallman Pines neighborhoods with an estimated population of over 6,000 with various zoning districts and extends from Dixie Highway to I-95 north and south, and Sample Road to NE 48th Street, east and west.

Continuing, Mr. Perez outlined the scope of work and the actions they have taken to determine community needs. The research methods include: pedestrian level of comfort (PLOC), which is the research method derived from the Oregon Department of Transportation and an analysis/procedures manual which was implemented in the study area. The PLOC ratings are PLOC 1 (green), which is along NE 44th Street and indicates little to no traffic stress; PLOC 2 (yellow) and PLOC 3 (orange) indicates moderate or little traffic stress, which was most of the study area; PLOC 4 (red) is the most stressful area, along Sample Road. Thereafter, he advised that in 2019, the Broward Metropolitan Planning Organization (MPO) performed a cycling study and determined no easy bike roads in the neighborhood. Dixie Highway and NE 48th Street are considered moderate, but NE 3rd Avenue and Sample Road are considered very difficult for biking. There is a combination of unmarked bike lanes along Sample Road, a marked lane on 48th Street without buffering, and a buffered bike lane along NE 3rd Avenue.

AWARDS & RECOGNITION – CONTINUED

Mr. Perez outlined transit; whereby, the closest Tri-Rail station is the Pompano Beach station, there are three major bus routes along Sample Road, Dixie Highway, and NE 3rd Avenue, but there are issues with bus access for pedestrians along Dixie and Sample which will be discussed later. Additional research methods include the pedestrian and cyclist safety provided by the MPO in April 2022 based on weekly pedestrian and cyclist interaction along the corridor. Next, a map outlining points of interests for neighborhood destinations were highlighted: playgrounds, supermarkets, restaurants, and other services. Along with GIS arc services and Google, feedback was also received from the community through workshops. Most of the points of interests are accessible except for supermarkets. The last research method included a walking audit throughout the corridor to view the crosswalks, sidewalks, and others. He advised that the crosswalks should be painted for safety, cracked sidewalks should be repaired, and other concerns such as obstruction of pedestrian pathways by trees, utility poles blocking the sidewalks, and more shaded areas should be addressed to encourage walking and cycling.

John Kramer, FAU student, provided recommendations for the corridor. Proposal 1 for 3rd Avenue includes a shared pedestrian and bicycle pathway, separated by an 8-foot zone and curb and limit the size of the lanes to 10 feet to encourage slower traffic. Proposal 2, which is the more economical option, consists of a wide bike lane on the western portion and incorporates a double wide bike lane separated by landscaping, but still brings the drive lane down to 10 feet with the middle lane serving as a turn lane. Furthermore, there are key intersections that would encourage slowing by installing raised intersections on 44th and 41st Street as well as a raised midblock crossing and speed table south of 38th Street. In addition to slowing the traffic, it would allow for ADA accessibility when crossing the street. Thereafter, residential street designs were provided and included a 6-foot sidewalk and landscape buffer which provides 12 feet of separation from pedestrians and traffic. Mr. Kramer said during the walkthrough, they noticed people parking over the sidewalk, whereas, on-street parking on one side is encouraged, as well as more shade trees and neighborhood lighting.

Continuing, Mr. Kramer provided recommendations for the sidewalks and bus shelters; repaint crosswalks and stop lines on local roads to encourage full stopping by vehicles; rehabilitation of broken and obstructed sidewalks, removing excess vegetation from pedestrian pathways to provide more safety; and design sidewalks to a minimum of 5 feet and remove the 3-foot wide sidewalks. Thereafter, Mr. Kramer provided a neighborhood accessibility analysis. First, he proposed a new supermarket located in the existing commercial zones, so residents have the ability to walk to the store; next, proposed new playground and fitness station on NE 46th Street; and activating the commercial plaza in front of the community center by encouraging new development. The final recommendation proposed a vehicular connection east of NW 3rd Avenue and North Dixie Highway as it would allow traffic to flow out quicker onto a major access road and build a pedestrian connection, i.e. bridge, over the Deerfield Highlands Nature Preserve and pedestrian access to the Sample Square Shopping Center.

Thereafter, FAU students and staff entertained questions by the Commission.

Commissioner Drosky expressed concern with the sidewalks not being addressed as it is the City's responsibility. He asked if it is being addressed.

Mr. Power replied that staff is addressing it; whereas, there has been an extensive review of all the landscape growing into the public rights of way, and citations will be issued to the residents. The city landscaping is being handled internally, along with any broken curb repairs.

PUBLIC HEARING

- 3. P.H. 2023-021: Resolution 2022/192 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2021-2022 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.**

The Resolution was read by title only.

PUBLIC HEARING - CONTINUED

Jonathan Salas, Director of Community Services, provided a brief presentation regarding the Consolidated Annual Performance Evaluation Report (CAPER) and what it encompasses. He said the CAPER is a Community Development Block Grant (CDBG) requirement and since Deerfield Beach is an entitlement city, HUD requires the report annually. At the beginning of the year, the action plan will be submitted to the Commission and at the end of the year, the CAPER is presented, outlining how the action plan was implemented. The report is due within 90 days of the program year and is designed to report accomplishments and progress towards the goals outlined in the five-year consolidated plan and annual action plan. He outlined various elements of the CAPER: racial and ethnic composition which is scrutinized by HUD to assure services encompass the entire community; resources and investments; CDBG funding and others.

Continuing, Mr. Salas outlined the goals and outcomes for the CAPER, inclusive of the consolidated plan and action plan. Priority I – increase access to affordable housing; wherein, the Community Services Department oversees homeowner rehabilitation and purchase assistance programs and was able to assist 16 low-to-moderate income households; pre-COVID, approximately 25 households were assisted. Also, a little over \$425,000 was expended for both programs. The rental and utility assistance program was implemented as a result of COVID-19 and received a special allocation from CDBG Coronavirus funding, but only three applicants were assisted. Priority II – provide for infrastructure improvements in program years 21 and 22, \$150,000 was allotted to Oveta McKeithen for a playground improvement project, whereas, a playground is being added. A contractor was selected in fiscal year 2022 and the project is currently in process and should be completed in this fiscal year; notwithstanding, no CDBG funds for FY 22 have been expended. Lastly, Priority III – increase access to public services which ties to the senior transportation program, through CDBG. He advised that 52 unduplicated seniors received rides, meaning these riders are not consistent riders. The goal was 50 for the year and all funds, \$25,000, were expended. Also, 22 seniors were assisted in the senior health and wellness program. Due to COVID, new processes were implemented to maintain social distancing and keep them safe. The Alzheimer's daycare services were suspended in fiscal year 2022 due to the pandemic; however, it is set to resume in the next fiscal year.

Vice Mayor Hudak left the meeting temporarily at 7:40 p.m. and returned at 7:41 p.m.

Furthermore, Mr. Salas outlined the resources and investments. In fiscal year 2022, the CDBG allocation was \$704,000 and in the previous year, \$318,000 was unexpended due to the pandemic and housing crises, but a little over \$288,000 was expended. CDBG funding was leveraged with HOME (\$230,000) and SHIP (\$548,000) funding which is the allocation from the State. Moreover, CAPER requires citizen participation which is provided each year. He explained that the public comment period for the November 21, 2022 – December 5, 2022 draft CAPER was provided on the City's webpage. The public hearing, this evening, is required as well as adoption of the CAPER for submission to HUD by December 31, 2022.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she hopes staff will continue to monitor the plans for utilizing these funds and be cognizant of new needs and adjust accordingly.

Mayor Ganz closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 3, adopted Resolution 2022/192. Roll Call:

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

Nays: 0

PUBLIC HEARING – SECOND READING

4. **P.H. 2023-023: ORDINANCE 2022/027 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.97 GROSS ACRES LOCATED AT 2001 WEST SAMPLE ROAD FROM INTENSE MANUFACTURING & INDUSTRIAL (M-3C) TO HIGHWAY BUSINESS DISTRICT (B-2) (APPLICATION 22-R-197); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, advised that the proposed ordinance is a request from the applicant to rezone the property from a County land use designation of industrial to City land use designation of commercial. The property does not meet the requirements of industrial because it is an office building and should have office related uses; thus, the zoning change will allow for medical offices, which is appropriate. The City is in an ongoing quest to change the land use and rezone property that has a County designation.

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 Commissioner Drosky, seconded by Commissioner Parness, to approve Item 4, adopted Ordinance 2022/027. Roll Call:

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

Nays: 0

5. **P.H. 2023-024: ORDINANCE 2022/028 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 10.3 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, said the proposed ordinance is the annual update to the CIE within the City's comprehensive plan for two changes made this year for the capital improvement element that reflects the current plan in the fiscal year 2023 budget as well as the changes made in the evaluation and appraisal report, approved by the City Commission on April 19, 2022.

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 Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 5 adopted Ordinance 2022/028. Roll Call:

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

Nays: 0

PUBLIC HEARING – SECOND READING – CONTINUED

- 6. P.H. 2023-025: ORDINANCE 2022/029 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 10 "CULTURAL COMMITTEE," SECTION 2-167 "MEMBERSHIP" OF THE CITY CODE OF ORDINANCES TO REVISE THE MEMBERSHIP COMPOSITION OF THE DEERFIELD BEACH CULTURAL COMMITTEE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 6, adopted Ordinance 2022/029. Voice Vote:

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

Nays: 0

- 7. Resolution 2022/193 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Cultural Committee; providing for conflicts and an effective date. (Consent - Board Appointment)**

The Resolution was read by title only.

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

Commissioner Parness applauded the members for their achievements and provided a brief history of his time on the committee.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 7, adopted Resolution 2022/193. Voice Vote:

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

Nays: 0

PUBLIC COMMENT

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, provided updates for the Cultural Committee since their last meeting. They have implemented two new initiatives: 1) 2022 Kwanza celebration, from December 26 – January 1st; and 2) an event to honor the Brazilian residents, on January 28, 2023 at the Villages of Hillsboro Park. Also, Mr. Shanetzky said there have been two jazz events which were very successful; the third concert will be on December 15th in District 2 at Oveta McKeithen from 6:30 p.m. till 8:30 p.m. Lastly, the Pioneer Day and Art Festival are scheduled for the weekend of February 18 – 20, 2023.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, thanked the dais for all its support and help in honoring her mother's wishes upon her death. She explained how much her mother, Sylvia Poitier, loved the City and continued to thank various staff for their assistance with the funeral services.

PUBLIC COMMENT – CONTINUED

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, thanked those who attended the Ocean Way Holiday event on Saturday, December 3rd. She said staff did a fabulous job putting on the event. Further, the Deerfield Beach Historical Society will have Cocktails with Santa on Thursday, December 8th from 5 p.m. till 8 p.m.; pets are welcome and there will be pictures with Santa.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, said Deerfield Beach High School has closed off the fence to 3rd Avenue and the students living in Tallman Pines and other areas along that corridor have to take a longer walk around to go home. Furthermore, it affects the morning traffic and he is concerned about safety, should someone have a difficult morning.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, reminded people of Toys 4 Tots which is from November 16th till December 7th; December 10th from 6 p.m. till 8 p.m. at Oveta McKeithen, there will be an ice cream social.

Mayor Ganz asked that staff follow up with Mr. Chancy.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

After a brief discussion, Items 9 & 10 were pulled for discussion; all others were approved in concert.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Items 8, 11 - 19 of the Consent Agenda. Roll Call:

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

Nays: 0

- 8. Resolution 2022/194 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the certified election results for the Referendum Election held on November 8, 2022, as provided by the Broward County Supervisor of Elections; providing for an effective date.**
- 9. Resolution 2022/195 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #23-01-PC for citywide median landscaping maintenance; authorizing execution of an agreement with the top ranked, responsive and responsible proposer, Blue Marlin Investments, Inc. d/b/a Cayco Landscaping for a two year term, with three, one-year renewal options, in an annual amount not to exceed \$403,262.50; providing for implementation and an effective date. (Funds from Account #001-7020-539-32-16 - Park Maintenance Landscape Services)**

Commissioner Drosky left the dais temporarily at 8:06 p.m. and returned at 8:08 p.m.

The Resolution was read by title only.

David Santucci, City Manager, outlined the proposed contract for landscape maintenance service for medians. Staff decided not to renew the former contract and made changes to the request for proposals (RFP) to ensure maintenance aspects were enhanced and include responsibility of irrigation because they are closely related. Also, additional measures were added for contract enforcement; wherein, it makes it difficult on a contractor for non-performance. He explained that the evaluation committee reviewed the proposals and ranked them based on several criteria, not only price. Additionally, the evaluation committee expressed concern with the number one ranked firm's price as it was substantially lower than other bidders, which were within the realm of the market for the service.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

Commissioner Drosky returned at 8:08 p.m.

Continuing, Mr. Santucci said due to the price being around \$400,000, the evaluation committee recommended procurement staff reach out to the vendors to ensure the prices submitted are firm prices for the scope of services; all confirmed. Due to the cone of silence, the City Attorney also called the contractor to verbally confirm and review the scope of work. Furthermore, reference checks, including two municipal contracts with Boynton Beach and Pembroke Pines, were performed on the vendor, which were very positive. Although there is concern with the pricing, he is not concerned with the contractor's ability to perform the contract due to his experience and reference. Moreover, a provision will be added to the contract stipulating a service test period to ensure there are no issues. There is also a provision in the procurement code that allows the City to go to the second ranked vendor within one year's timeframe should the first vendor not perform.

Commissioner Preston expressed concern with the contractor being able to perform based on the pricing disparity between the lowest bidder and others. He said he has spoken with other companies in this field and asked if they would be able to perform that amount of work at the \$403,000 price point and was told no. Additionally, he contacted the City of Delray Beach and was told the contract was never completed. He said the price is a red flag and does not believe it is possible to achieve the work at this price; therefore, he will not support it. Lastly, it is not healthy for the City to have these contracts at high price points that are not reflected in the medians' appearance.

Mr. Santucci said the contractor is available via Zoom to address any concerns.

Alejandro Rotundo, Blue Marlin Investments, replied to various questions posed by Commissioner Preston. He advised that he inherited a contract with the City of Delray Beach as he purchased Cayco Landscaping five years ago. Since the contract was not priced correctly, he decided to let the contract go. Furthermore, he advised that the operation in Boynton Beach is significant and explained the facilities they handle and knows how to perform. The pricing is aggressive and knowing the other bidders' pricing, he wished they would have bid higher; nevertheless, they can make it work. Also, when they started in Boynton Beach, the contract was very tight and they learned to operate successfully with the proper tools and machines.

There was a lengthy discussion between Commissioner Preston and Mr. Rotundo regarding the concerns of performing the scope of work and how Cayco has grown their business for other municipalities.

Commissioner Parness asked about canceling the contract if the contractor does not perform.

Anthony Soroka, City Attorney, replied yes, there is a termination for convenience provision which allows termination with 30 days' notice for any reason. In addition, there is a termination for default and in the event the contractor breaches the contract, pursuant to City Code 38-141, within one year of the contract, the City can award to the second ranked responsive and responsible firm, which would have to be approved by the City Commission.

Commissioner Parness spoke in support of the contract because of the termination clauses outlined by the City Attorney, as well as the cost savings.

In response to Mayor Ganz's question, Mr. Santucci replied that the price of the last contractor was approximately \$725,000.

Mayor Ganz said he has not been happy with the medians with the past contractor or with staff and it is important to address. He asked if the references were checked on all the bidders.

Mr. Santucci replied he is unsure, but knows references are checked with the number one ranked proposer which were returned with exceptional ratings. Also, he advised that staff had no knowledge that Cayco had a contract with Delray Beach.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

Mayor Ganz agreed that the price is a red flag, but is torn because of the savings to the residents. Additionally, he asked Mr. Santucci about his conversation with Mr. Rotundo on his ability to perform.

Mr. Santucci replied that Mr. Rotundo advised of his confidence to perform the work and has done so in other locations with success.

Commissioner Preston asked how the contractor is paid, upfront or after the work is performed.

Terry Rynard, Director of Parks & Recreation, explained the issues with the previous contract as the contractor was paid monthly with no ability to withhold monies if work was not performed. Further, weeds are and continue to be the biggest issue, and since irrigation was handled by a separate vendor, issues between the landscaper and irrigation contractor arose and it was difficult for staff to pinpoint who was responsible for dying grass or broken sprinklers. She advised that staff now has to inspect the work and accept as satisfactory before payment is rendered; e.g. performance-based contracting.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on a previous contractor, IGM, prior to City staff assuming the responsibility. She asked how much were they paid as they were doing a good job.

Mayor Ganz replied \$725,000.

Ms. Freitag expressed concern that the amended scope includes sprinklers which is an increase of approximately 40%, but the contract price is a \$300,000 decrease. She said if the contract is re-bid, all the prices will change and the City would lose money and time.

Chris Marino, 1525 SE 14th Court, Deerfield Beach, said the savings are substantial and understands the concern of the low price; however, Mr. Rotundo has expressed his ability to perform and thinks that his references should be considered. Mr. Marino recommended a performance or surety bond to guarantee performance. Also, if the contractor performs satisfactorily, possible consideration of an increase should be in the next contract. Lastly, he said change orders should be approved, if any, based on the contract amount as there should be leeway to do so.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said if the recommended contractor defaults, and staff has to takeover the responsibility, will staff be paid additional for cutting medians.

Mayor Ganz closed the public hearing.

Vice Mayor Hudak spoke in support of Cayco because of the built-in stop gaps within the contract; thus, if the contractor fails to perform, the City may withhold payment or select the second vendor within the year. He said there is a considerable cost savings between Cayco and the second vendor and believes that some companies will bid low in a new market for an opportunity to prove themselves. He acknowledged the reference checks performed, which, for him, is another factor in his decision to support.

Commissioner Parness said using a higher priced contractor does not guarantee the work will be done satisfactorily and believes it is fiscally responsible to work with Cayco.

Commissioner Drosky also spoke in support of the proposed resolution due to the lower contract price and the quality of work being performed for other clients. Thereafter, he referenced the evaluation committee's ranking; whereas, pricing was only one criteria with qualifications and experience, and history and past performance being the top two criteria evaluated. He also commented on how the contract protects the City.

Commissioner Preston continued to voice his objections to approving the proposed resolution with Cayco.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

Mayor Ganz said although he understands Commissioner Preston's stance, the provisions in the contract have persuaded him to support Cayco as the risks are relatively small.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 9, adopted Resolution 2022/195. Roll Call:

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

Nays: 1 - Commissioner Preston

- 10. Resolution 2022/196 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Shotspotter, Inc. for the Deerfield Beach Security Technology Enhancements - Shotspotter Project for a three-year term in the total contract amount not to exceed \$595,000.00; authorizing execution of the Agreement; providing for an effective date. (Funds from account #182-0000-331-20-14 - DOJ - Violent Crime Theft Reduction)**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked who decides where the ShotSpotters are located.

Nick Matthews, Becker Firms, 1 E. Broward Boulevard, Fort Lauderdale, spoke on behalf of ShotSpotter, Inc. He advised that the locations are a collaborative effort between the City and ShotSpotter. He commented on the positive response among governmental entities and expressed how excited they are to implement this safety tool.

Mayor Ganz closed the public hearing.

Commissioner Parness commented on how important this technology is for the City and residents' safety.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2022/196. Roll Call:

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

Nays: 0

- 11. Resolution 2022/197 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Police Services Agreement with the Broward Sheriff's Office; authorizing execution of the First Amendment; providing for an effective date.**
- 12. Resolution 2022/198 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting utility easements set forth on the Manchester Plat Parcel "C" related to the redevelopment project known as IRLAB Deerfield Beach, located at 3201 SW 15th Street; providing for implementation, conflicts, severability and an effective date.**
- 13. Resolution 2022/199 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #22-37-PC for the Deerfield Elementary and Deerfield Middle School SRTS LAP Sidewalk Project - Various Locations; authorizing execution of an agreement with FG Construction, LLC, the**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

lowest priced responsive and responsible bidder, in an amount not to exceed \$510,176.52; providing for an effective date. *(Funds from Account #183-9100-581-90-04 - Public Works Grant - Capital Project Interfund/Road & Bridge & Account #108-5050-541-60-31 - Infrastructure Improvements Other than Buildings)*

14. Resolution 2022/200 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$499,433.39 to the Agreement with Recreational Design & Construction, Inc. for the installation of a bulkhead at the Middle School Aquatic Center, for a total Aquatic Facility Renovations Project cost of \$2,199,036.87; providing for execution and an effective date. *(Funds from Account #399-7025-572-65-30 - Capital Projects/Athletics/CIP Infrastructure & Account #146-0000-389-30-00 - Parks Impact Fees/Use of Fund Balance)*
15. Resolution 2022/201 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Lakdas/Yohalem Engineering, Inc., in an amount not to exceed \$100,000.00 for an assessment of the Deerfield Beach Pier and Preparation of the Repair Plan; authorizing execution of the Work Authorization; and providing an effective date. *(Funds from Account #399-5060-519-65-30 - CIP - Infrastructure)*
16. Resolution 2022/202 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Master Contract #JM023-06-2025 with the Areawide Council on Aging of Broward County, Inc. ("Council") for Center for Active Aging Services for a three-year term; approving Older Americans Act ("OAA") Contract #JA123-06-2023 with the Council for Center for Active Aging Services in an amount not to exceed \$192,840.00 for calendar year 2023; authorizing execution of the Master Contract and OAA Contract; providing for implementation and an effective date.
17. Resolution 2022/203 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2022-2023; authorizing submission of the Incentive Report to the Florida Housing Finance Corporation; providing for implementation and an effective date.
18. Resolution 2022/204 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the joint application submittal to the U.S. Department of Justice for the 2021 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant ("JAG Grant"); accepting the JAG Grant in the amount of \$24,583.00 for the Retail Theft Prevention/Apprehension Program; approving execution of a Memorandum of Understanding and Subgrant Agreement with Broward County; providing for an effective date.
19. Resolution 2022/205 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the joint application submittal to the U.S. Department of Justice for the 2022 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant ("JAG Grant"); accepting the JAG Grant in the amount of \$25,017.00 for the Violent Crime and Theft Reduction Program; approving the execution of a Memorandum of Understanding and Subgrant Agreement with Broward County; providing for an effective date.

DEPARTMENTAL BUSINESS**20. Resolution 2022/206 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting an amendment to the City of Deerfield Beach Stormwater Management and Flood Resiliency Strategies Master Plan to establish a five-year funding strategy for fiscal years 2024 through 2028 to fund capital improvements for stormwater utility projects and operations; providing an effective date.**

The Resolution was read by title only.

Horace McHugh, Deputy City Manager, advised that Items 20 – 23 will be presented simultaneously for the Enterprise Funds, which should be supported by user fees and not the General Fund. He explained how the analysis was performed and how it addresses funding for operational and capital needs. Consultants have also been engaged to assist with the assessment. Additionally, based on the feedback from the October 27th workshop an update will be given in summarization of what was presented at that time. Furthermore, in terms of water and waste water, it reflects the implementation of the 2019 approved multiyear master plan. There will be a stormwater update outlining the calculation and methodology for collection either as a monthly bill or annually through non-ad valorem taxes, and the audit finding concerns regarding solid waste will be addressed; whereas, there were previous discussions on the rate during the workshop.

Anthony Soroka, City Attorney, read all other items, 21 – 23 into the record to allow for a holistic discussion, nevertheless, each item will be voted separately.

Priscilla Cygielnik, Director of Environmental Services, introduced the consulting team from Hazen & Sawyer, who will be providing an overview of the stormwater plan. She advised that they will provide strategies to fund stormwater initiatives proposed in the stormwater master plan adopted in November 2021. When the fee was originally enacted, it funded the operations and maintenance only, but there was not a master plan to identify all capital needs. The capital plan has been developed and the intent is to collect an assessment to fund the capital program; whereas, over \$18 million in projects have been identified. She said the hope is to approve an increase at the end of the year as a non-ad valorem tax assessment to enable funding for fiscal year 2024 and forward.

Alan Karnovitz, Hazen & Sawyer, said he will present the results of the Phase 1 study. During the October workshop, a detailed look at the methodology and preliminary results were presented, but tonight, the focus will be on results. Thereafter, Mr. Karnovitz provided an overview of the presentation. In 2018, a monthly cost of \$3.75 per equivalent residential unit (ERU) was enacted to cover operation, maintenance and ordinary repair costs. The capital improvement program (CIP) was created in 2020 and now, the fee should cover the entire cost of the program, including the CIP and researching options to transition from water bill to non-ad valorem assessment collection.

Elizabeth Keddy, Hazen & Sawyer, provided an overview of the methodology used to update impervious runoff area, from 2018 to present. She advised that new areas have been added since 2018; thereafter, she outlined the parcels used for ERU billing classifications; whereas, there is an additional 500 ERU count this year.

Mr. Karnovitz explained how to determine the new ERU rate and how the financial forecast does not update the 2020 CIP cost estimates; whereas, the timeframe for the financial forecast was the next 5 years. The expenditure trajectory was based on City staff input on project management capacity, budget constraints and ability to fund a reasonable level of investment over the next 5 years. Mr. Karnovitz displayed the excel-based financial model, which was created to be flexible, was transferred to City staff and includes all costs and revenues projected for the next 5 years in all different assumptions.

Additionally, Mr. Karnovitz said the timeframe studied was fiscal year 2024 thru 2028; wherein, fiscal year 2023 was the baseline from where the operating and maintenance (O&M) costs were escalated. He advised that based on O&M costs, the projected annual increases for personal services and operating costs have an annual increase of 3.5% and 4.5% in those line items. Also, the short-term recurring cost is the pay

DEPARTMENTAL BUSINESS – CONTINUED

back of the loan taken from the Water & Sanitation Enterprise Fund, \$2.2 million. As a supplement to the ongoing O&M cost, was the creation of a cash reserve; thus, a 120-day operating cash reserve requirement was implemented and includes the annual O&M cost.

Vice Mayor Hudak left the dais temporarily at 9:03 p.m. and returned at 9:05 p.m.

Continuing, Mr. Karnovitz outlined the impact on CIP and types of financing. The PayGo alternative allows funds to come directly from the budget generated by the stormwater fee annually; whereby, over the five-year period, it is estimated to receive \$12.5 million in revenue, and the loan of \$2.2 million would be paid back over three years at 0% interest. State Revenue Financing (SRF) and the use of revenue bonds are other financing options. To finance the CIP, it could be done in three tranches, FY 24, FY 26 and FY 28, and would be 20-year terms for either the SRF or revenue bonds. He provided various interest rates for both SRF and revenue bond financing that have been achieved by other localities (2.5% SRF and 5.5% revenue bonds). Furthermore, the interfund loan could be rolled into financing and the debt service ratio of 1.5% is maintained during the forecast period. A growth rate of 1.2% for ERU was used for all financing options, also a 10% contingency was added to CIP-related expenditures.

Thereafter, Mr. Karnovitz provided a line graph outlining the annualized cost of the program to cover all costs which is highest with PayGo and lowest with SRF due to the low interest rates and amortizing the cost over 20 years; nonetheless, these calculations assume 100% of stormwater fees collected in the same year levied. In lieu of the 100% collection rate, Mr. Karnovitz analyzed the percentage of taxes collected from 2017 – 2021 which resulted in a 5-year average of 96.89%. During the 5-year period, 3.1% of taxes were not collected in the same year levied, which was applied to the prospective collection rate and increased the revenue requirement by 3.1%, which increases the revenue requirements for the various financing options. The monthly ERU fees for fiscal year 23 thru fiscal year 28 were displayed as well as the annual fees. He explained that the fees are interest sensitive and will increase if the interest rate increases.

Mr. Karnovitz outlined the impact on the CIP expenditures for stormwater. PayGO will increase the annual fee in the short term much higher than it would for the other two financing approaches because the program would be paid off sooner and fees are condensed into a short timeframe. With the financing approach for SRF and revenue bonds, the payments would be longer, but there is a much more gradual and incremental increase in the stormwater fee. In comparing the two financing options, the revenue bond is about 9% higher in fiscal year 2028 than SRF, assuming the requirements are not too lofty. To incorporate the CIP expenditure, the rate must be increased and would still be in line with other coastal communities. Mr. Karnovitz outlined the benefits of incorporating the CIP into the stormwater fee: reliable and predictable revenue stream; buildup of a robust cash reserve, which can be adjusted by reducing or maintaining future rates; and the total cost of the program in the enterprise fund will be captured and allocating the cost based on everyone's impact on the program. In closing, Mr. Karnovitz outlined the ERU monthly fee increasing from \$3.75 in fiscal year 2023 to almost \$10 under PayGo and as low as \$6.23 under SRF.

Lastly, Ms. Keddy said if approved today, on January 10th, the City will need to mail a copy of the resolution to the Broward County Property Appraiser. The next phase would entail a kickoff next month for data review, migration from water bill to tax bill, develop and adoption, public outreach and review of the non-ad valorem implementation schedule.

Ms. Cygielnik explained the impact of each financing option: PayGo is most costly as it is similar to paying cash for the projects; revenue bonding is the most secure and conservative form of payment. Long term projections help predict what projects can be achieved in a given year. For this predictive model, there must be a new revenue stream. The SRF is a public fund and is based on availability of funds which is not a guarantee; therefore, she recommended revenue bonding which is the most conservative approach to commit to certain projects. Lastly, she recommended collection through the non-ad valorem tax assessment and outlined the steps toward implementation.

Ms. Cygielnik entertained questions by the Commission. She explained how increases based on interest rates impact the savings and amounts payable per ERU. In 5 years, when the assessment is done again, if there is a healthy cash balance, it helps against increased rates in the future. Currently, the City

DEPARTMENTAL BUSINESS – CONTINUED

is behind because there is no cash balance. Furthermore, projects were previously funded by the Road & Bridge Fund which came from gas tax and there was not a separate fund for storm water. In terms of the projects, all are included in the storm water master plan and are broken into categories with an identified need; however, some have been identified as part of a study. She advised that there were four projects identified for immediate need for each district and were part of the FMA grant. Other top priority projects were areas highly prone to flooding.

Commissioner Drosky said the result savings from the increase of fees should be passed on to the residents. Thereafter, he expressed concern with keeping all the other funding levels the same.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 20, adopted Resolution 2022/206. Roll Call:

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

Nays: 2 - Commissioner Drosky & Commissioner Preston

21. Resolution 2022/ - A Resolution of the City of Deerfield Beach, Florida, declaring the City's intent to use the Uniform Method for Collection of Special Assessments to be levied upon all properties within the City, as more specifically described in Exhibit "A", to fund the installation of a stormwater management system and related improvements; stating a need for such levy; providing for transmittal of the Resolution; providing for an effective date.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked that the fee remain on the water bill because it keeps people engaged in what is going on.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked that the fee remain on the water bill instead of having a large one-time fee on the tax bill.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, asked how the rate increase affects those on Broward County water.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, asked that the fee remain on the water bill.

Mayor Ganz closed the public hearing.

In response to Mayor Ganz's question, David Santucci, City Manager, replied that water bill has a delinquency rate of approximately 10%; however, the delinquency rate on tax bills is less than 5%.

Commissioner Drosky asked that the chart previously provided to the Commission be displayed after Item 21.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to deny Item 21. Roll Call:

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

Nays: 0

See Item 23 regarding the summary of impact of the rate increase for single-family households.

DEPARTMENTAL BUSINESS – CONTINUED**22. Resolution 2022/208 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended schedule of water and wastewater utility rates; providing for conflicts, implementation, and an effective date.**

Chuck Sinclair, Carollo Engineers, provided an update on the utility master plan and water rate study. In December 2019, the draft masterplan study was provided, which evaluated the existing condition and performance of the utility systems, as well as outlined recommended projects for the Capital Improvement Plan (CIP). In March 2020, the rate sufficiency analysis was provided and was used to develop a financial forecast fund for water and wastewater systems through 2040. It was also used to evaluate the revenue available to fund the operational and CIP costs and a recommended plan to fund those costs including a rate increase if necessary; however, the plan was shelved because of COVID and no action was taken.

Continuing, Mr. Sinclair outlined the recommendations for the CIP for the 5 and 20-year horizons: fund repair & replacement (R&R) program for each main component of the utility to maximize useful life; estimate costs for short and long-term capital projects; estimate for implementation on each project based on varying factors; and the CIP would serve as the basis in determining how much the rate would need to be to keep the system running. The projects were provided to staff in a spreadsheet and includes the type of project, funding category and timing/duration of funding. He reviewed the major elements of the CIP, including, but not limited to reclaimed water transmission and distribution pipelines, sewer and lift station rehab, automatic meter reading and others. One of the larger projects was a new ion exchange treatment system to improve the water treatment plant.

Mr. Sinclair explained that the fund was already at a deficit and when the rate was not increased, the deficit continued and this past fiscal year, the City had to use cash reserves to cover some of the operating costs. In April 2022, there was a short-term rate increase of 7.1%, which was reasonable based on the need to generate revenue to cover the shortfalls. This initial rate increase would be the start of a multi-year plan to increase rates to recover costs and mitigate impacts to the customers. The proposed 7.1% increase is intended to cover short-term rehab and capital needs, this would be the increase of the next five years and would help rebuild cash reserves and maintain debt service coverage for existing loan obligations. He advised that the 7.1% is a composite to the 5.25% increase in the water system and 9.25% in the wastewater system. Wastewater is higher because it is sent to Broward County and they increase their rate yearly and since the City has not increased, there is a substantial deficit in the wastewater. Furthermore, the rate increase this year started generating revenue and as the rate increase continues over the next 5 years, revenue will be generated to start short-term capital improvement projects. The model projects an annual increase of approximately 4.5% to cover inflation and keep the system operating.

Moreover, Mr. Sinclair provided the cost impact to utility customers for the 2022 rate increase; whereby, the average residential user consuming 6,000 gallons of water monthly would increase by \$4.14 with the 7.1% increase. In comparison with other cities in South Florida, the average of all utilities is around \$83 and even with the rate increase, the City's rate is below the average. He advised that when they presented to the Commission in October, there was a concern with the population projections but has since determined that the population will decrease slightly, but the data was kept status quo. Additionally, they have met with staff and reviewed the projects completed under the previous CIP; whereby, the City has already utilized \$10 million in ARPA funds to offset costs. Next, the plan is to adopt a 5-year rate schedule that allows for planning of operational and capital needs and consideration of financing alternatives including revenue bonds, loans, and others. A table was shown outlining the cost impact to users over 5 years at a 7.1% increase, starting in 2023 thru 2027, based on 6,000 gallons/month, increasing by approximately \$30 per month from 2022 to 2027. Lastly, Mr. Sinclair advised that based on a 7.1% increase over 5 years, the City would be slightly higher, \$87.84, versus other utility averages, \$84.36.

Vice Mayor Hudak asked what is Broward County's rate since 30% of Deerfield Beach residents are paying it.

Priscilla Cygielnik, Director of Environmental Services, replied that it is around \$79 per month.

DEPARTMENTAL BUSINESS – CONTINUED

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 22, adopted Resolution 2022/208. Roll Call:

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

Nays: 2 - Commissioner Drosky & Commissioner Preston

23. Resolution 2022/209 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing the solid waste fund rate schedule for fiscal years 2022 through 2027; providing for implementation and an effective date.

Horace McHugh, Deputy City Manager, provided a brief presentation on the solid waste fund. First, he outlined some of the challenges in the industry, to include personnel shortages, increased cost of disposal, steel for containers, fuel, and capital equipment. Mr. McHugh acknowledged the adequacy of the proposed rate and how it helps fund debt service, capital needs, and other expenditures. He also provided rate comparisons for 2022 and proposed rates for 2023, between the City and other localities for the summer; however, they have since been updated. Additionally, the proposed increases provided at the October 2022 workshop, reflects year 1, 2023 – 13% increase; and 2024 – 2027 – 6% increase. Thereafter, Mr. McHugh outlined steps taken to reduce expenses as requested during the workshop.

Continuing, Mr. McHugh outlined the questions and responses from the workshop. First, regarding the use of using the reserves to avert a rate adjustment is a policy decision and will reduce the impact of a fee increase; whereas, the consultant recommended a 13.5% increase in year 1 and if reserves are used, the increase would be 6% in year 1. Additionally, a one-time use of reserves does not address the sustainability of the fund and will not satisfy audit requirements. He also commented on disposal costs and other cost increases affecting the fund, consumer pricing index, steel, personnel, and others. Mr. McHugh continued to respond to various questions previously posed in October regarding delaying the rate adjustment; increased vehicle downtime, negative customer service impacts, delays in capital projects, and non-compliance with audit recommendations, etc. In closing, Mr. McHugh advised that the Solid Waste Fund needs attention, the existing rates cannot address the needs, and the existing rates will not address audit concerns.

Thereafter, staff entertained questions of the Commission.

Mayor Ganz expressed concern with the lack of time to review the information; however, he acknowledged the need for the enterprise funds to be self-sufficient and that no rate increases have occurred in quite some time. Thereafter, he left the dais temporarily at 10:12 p.m. and returned at 10:14 p.m.

Commissioner Parness asked if there were consequences to not acting on the items tonight.

David Santucci, City Manager, explained the process for placing the stormwater bill as a non-ad valorem onto the tax bill, which is Item 21. Also, for Item 20, it is the adoption of the stormwater master plan and funding strategy but does not adopt the rate. The initial rate adoption would occur in June and the final adoption in September 2023, with the budget. Additionally, he explained that Item 21 has a deadline of January 1st to go to the Property Appraiser, so if it is postponed, it will not go on the tax roll and continues as an existing fee on the utility bill.

Anthony Soroka, City Attorney, said there is a specific procedure and notice requirements, and intent to add the bill to the property tax bill beginning October 1, 2023; however, the request can be rescinded a couple of months after submission.

Commissioner Parness said he prefers the bill be on the tax bill because many people do not see it on the utility bill.

Mr. Soroka also pointed out that per State law, when water and sewer increases are proposed, notices must be included on the utility bills; those were provided in anticipation of this meeting.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Preston and Vice Mayor Hudak suggested moving forward and voting on the items tonight instead of postponing them as adequate information has been given.

Commissioner Drosky disagreed and explained the importance of making the best recommendation for the residents based on having enough time to review the necessary information. Additionally, he said he does not think this is the best time to place the stormwater fee on the tax bill. Lastly, he expressed the difficulty of deciding on whether to increase the rate or use reserve funds.

Mayor Ganz reiterated his dissatisfaction with the information not being received timely to fully vet the situation; nevertheless, he will move forward with deciding and has no opposition to placing it on the tax bill.

Commissioner Preston agreed that this is a tough decision and there are times you will not always be as informed as you'd like.

There was a lengthy discussion regarding processes, morale, and the City Manager's role in providing information.

Mr. Santucci responded to various comments and explained how the information was provided and vetted during the workshops, as well as next steps with the assessment and rate strategy.

Mayor Ganz opened the public hearing on Items 20, 22, and 23.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to the rate increases. Additionally, she asked that the stormwater fee be kept on the water bill. Ms. Freitag asked if the fees would be reduced once the major, structural projects are completed. Lastly, she said she does not like Deerfield Beach being compared to other cities and reiterated that a 22% increase is not desired.

Vice Mayor Hudak left the dais temporarily at 10:52 p.m. and returned at 10:54 p.m.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, spoke in opposition to the rate increase due to timing and the lack of notification. She also expressed concern with the flooding after a short rain and asked what the stormwater fees have been used for since implementation. Lastly, she asked if the increase should have been addressed during the budget adoption.

Mayor Ganz replied that the funds were only enough to cover operations and maintenance.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the Commission has the authority to remove items from the agenda prior to addressing it at the meeting when there is a lack of information. She said the decision needs to be made, but asked that it be made at a separate meeting, prior to January 1st.

Mayor Ganz closed the public hearing.

Commissioner Drosky asked for the summary of how the rate will impact the residents.

Commissioner Parness said although he does not want to adopt the increases, it is necessary to keep the City's infrastructure in good condition and not experience flooding or sewage in the streets because of neglect. Thereafter, he commented on the increase in property taxes for those who are not homesteaded and motioned approval for Item 20.

Mayor Ganz said he wanted to pull money from reserves to reduce the increase, but also allow the City to keep up with necessary improvements. If that would have been explored more, it may have helped the situation. Lastly, he said when he found out this was on the agenda, he reached out to the City Manager and expressed dissatisfaction.

DEPARTMENTAL BUSINESS – CONTINUED**Summary of increased rates**

Mr. McHugh said scenario 1 reflects the initial recommendation, which utilizes the current monthly rate, the January 2023 rate increase through fiscal year 2027 for water/sewer and solid waste, and fiscal year 2024 rate increase through fiscal year 2028 for stormwater. He said Scenario 2 utilizes funds from the General Fund reserves and shows a decrease in the monthly fee for the fiscal years and categories outlined above.

Mr. Santucci advised that this item can be considered at the special meeting on December 15th and if desired, he will meet with each commissioner individually to provide more information.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston to table Item 23 until December 15th. Roll Call:

Yeas: 2 – Commissioner Preston & Vice Mayor Hudak

Nays: 3 – Commissioner Drosky, Commissioner Parness, and Mayor Ganz

Commissioner Parness motioned approval of Scenario 1; however, no one seconded and the motion failed.

Thereafter, Commissioner Parness motioned approval of Scenario 2.

Mayor Ganz passed the gavel and seconded the motion.

MOTION was made by Commissioner Parness, seconded by Mayor Ganz, to approve Item 23, Scenario 2; adopted Resolution 2022/209. Roll Call:

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

Nays: 2 - Commissioner Drosky & Commissioner Preston

24. Resolution 2022/210 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Ranking and for Invitation to Negotiate #22-41-PC for the sale of city property located at 1045 SW 11th Way contingent upon approval of the sale at a Referendum Election; authorizing negotiation of the key business terms and a purchase and sale contract, which shall be subject to referendum approval, with the top ranked firm, MBA Development Partners of Florida, LLC; providing for implementation and an effective date.

The Resolution was read by title only.

Commissioner Drosky left the dais temporarily at 11:15 p.m. and returned at 11:18 p.m.

David Santucci, City Manager, provided a brief overview and recap of the ongoing changes with the property located at 1045 SW 11th Way, whereas, there was a payment offered to the City in the amount of \$3.2 million which would have been equivalent to selling the property. This offer was rejected by the Commission in hopes of creating something better for the City and residents. Thereafter, he introduced the consultant.

Ken Krasnow, Colliers International, said Colliers was selected in the late spring to develop a marketing packet to expose the site; whereas, the results will be provided. The presentation will include the marketing efforts, the evaluation criteria used, overview of the bidders, evaluation rankings, and lastly, the timeline and next steps. The marketing campaign hit approximately 30,000 people directly, and the evaluation criteria focused on five categories to ensure the right candidates would come forward. Six offers were received and the committee shortlisted from six to four, Falcone Group, JBL Development, MBA Capital Partners, and Related. Presentations were given on November 16th to provide an overview of the project. Mr. Krasnow highlighted the project for each bidder.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Parness left the dais temporarily at 11:21 p.m. and returned at 11:25 p.m.

Continuing, Mr. Krasnow said Falcone proposed a mixed-use project of 250 apartments with 7500 square feet of commercial retail space on the ground floor for a purchase price of \$4.6 million. JBL's project offered 400 units, 20,000 square feet of commercial retail space for a purchase price of \$5.1 million. Related's project offered 150 units of mixed income housing as they specialize in workforce housing, 9,000 square feet of commercial and community space on the ground floor. Lastly, MBA's project offered a mixed-use project that incorporated a medical office user, who has already been identified, but not revealed to the public. Also, 120 workforce apartments that will range from 60 to 140% of the AMI (average median income) of \$43,000 to approximately \$100,000 with average rents of \$1500 per unit. Also proposed is a 105-room hotel, Marriott branded, and about 20,000 feet of restaurant/retail/meeting space to accommodate the medical office user who has expressed a need for meeting space and other amenities. These spaces will also be available to the public. The purchase price was \$6.5 million, in addition, they proposed investing another \$7.5 million into the community at the City's discretion.

Lastly, Mr. Krasnow said after the evaluation committee met, they were unanimous in their decision with MBA as the first ranked firm, Falcone – second, JBL – third, and Related – fourth. Mr. Krasnow said MBA stood out above the others because of the are economic benefits, as well as making the property a transformative development to serve as a gateway into the City. Four conceptual renderings were provided depicting where the medical office will be housed, workforce housing, and the hotel. Although the process must be voted on, there are people invested in the project who have worked with the City, i.e. Bill Gallo, architect, and Dodie Keith, engineering firm. Mr. Krasnow said the additional benefits of selecting MBA are tax revenue, jobs created, etc. This project will take approximately 4 years to complete, starting from the referendum, in March 2023, and if successful, the project will proceed. Prior to the election, there will be a campaign dedicated to educating the public on what the project means. If approved tonight, the ballot language and key business terms will be addressed at the Special City Commission meeting on December 15th. The proposed resolution, if approved, allows for contract negotiation with the top ranked firm. Thereafter, he commented on MBA having a construction firm as their partner which is a critical component.

Commissioner Parness asked how high the building would be.

There was a response from the audience of 10 stories.

Commissioner Parness commended the project.

Commissioner Preston applauded the bidders, but said MBA proposed purchasing the land as well as a lease option and provided extensive details on how they wanted to enhance the community.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in opposition to a hotel being at that location due to others being in close proximity. Additionally, there is a Sylvester Cancer Institute close by. She expressed concern with companies promising amenities to better the community, but fail to do so.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the project because of the medical facility and how it caters to the patients' families. Lastly, he opined that this project will put Deerfield Beach on the map.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she attended the meeting for the presentations and spoke in support of MBA. Additionally, she suggested striving to achieve the conceptual rendering as an entranceway of this magnitude is favorable.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, recommended that the Mayo Howard Park, across from the parcel, be enhanced.

Mayor Ganz closed the public hearing.

DEPARTMENTAL BUSINESS – CONTINUED

There was discussion concerning the project, how it enhances the community, the medical provider proposed for the location, as well as the terms of the lease.

In response to Commissioner Drosky's question, Mr. Krasnow replied that there is public confidentiality in terms of disclosing the medical provider, until they know there is an actual deal.

Mario Caprini, CGHP Developments, explained that the name of the provider cannot be disclosed publicly; however, like the City's broker, anyone can sign an NDA to receive the name. He advised that all other tenants can be disclosed and within the proposal, they disclosed that CGHP is moving their office to one floor; notwithstanding, other partners wish to come in as well. He opined that tenants will come from around the world to go there. Thereafter, he listed the businesses of other tenants. Mr. Caprini continued to explain the next steps, specifically the referendum, and other companies included in the project. In addition, he outlined various amenities proposed for the location and advised that every space in the building is accounted for.

Cory Olson said Edsel Phelps is part of the CGHP Development team and does \$7 billion yearly in development, construction, and building management. He then outlined the different payment options offered during the evaluation. A purchase price of \$6.5 million for the land and \$7.5 million for infrastructure improvements; 99-year lease offer providing the City with \$40 million over the term of the lease; and lastly, there was an option to make the City the owner of the building and implement a reverter.

In response to Commissioner Drosky's question, Mr. Krasnow replied that there are two medical tenants that do not compete with each other and the goal is to put both names on the tower.

Mayor Ganz said he wished this would have been discussed privately before going to the public. He encouraged staff to make sure it does not happen again. Thereafter, he commented on the size of the parcel and how the proposed concept is perfect.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 24, adopted Resolution 2022/210. Roll Call:

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

Nays: 0

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

Upcoming Events – Commissioner Drosky said events in District 1 and 2 are coming and asked the respective commissioners to comment on them.

Happy Holidays – Commissioner Drosky wished everyone happy holidays.

Zoom Changes – Commissioner Drosky asked that there be changes on Zoom; whereas, he would like people addressing the Commission via Zoom to have their cameras on. If not, the Mayor does not have to recognize the person.

COMMISSIONER PARNESS**DISTRICT 3**

Waste Management – Commissioner Parness said he had lunch, which he personally purchased, with Waste Management and toured their facility. He further commented on how Waste Management said they were the solution to the waste destruction, but they are not. When the dump is filled, they must maintain it for 30 years even though the dump is closed. Although they wanted to push the garbage as far as possible, that will not solve the City's problem. He said a real solution must be found, which may include the County building its plant and turning garbage into electricity. Lastly, he said the City's garbage is transported to

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

Orlando and 90% is industrial waste, not garbage, which contains asbestos.

COMMISSIONER PRESTON**DISTRICT 2**

Food Drive – Commissioner Preston said there was a Thanksgiving food drive and many families, who did not have any food, were assisted. He thanked Kathy Richards and Commissioner Parness, Democratic Club, Avis Swenson, Rotary Club, Chief Adam Hofstein, Broward Sheriff's Office, for their support.

Accolades – Commissioner Preston thanked Jonathan Salas and staff for making a difference in the community. He also commented on the activity at the Braithwaite Center as it is very positive. Commissioner Preston also thanked Sustainable Management for picking up garbage on Thanksgiving.

AirBnB's – Commissioner Preston said a lot of homes have been purchased by AirBnB's and many families are homeless as a result. He also commented on 6 people living in a home near him which seems to serve as a vacation rental; whereas, it may be homesteaded and asked that it be investigated to determine what is going on.

Canton Jones Joy Fest – Commissioner Preston said on December 17th, at 432 SW 10th Court, Pastor Harper will host the event and Canton Jones will be in attendance, starting at noon.

Community Day – Commissioner Preston said this is the day diversity is celebrated and will possibly be held in March. He said it is important that everyone embrace each other's diversity.

David Santucci, City Manager, said he will check on the date and provide an update.

Beach Events – Commissioner Preston said he enjoyed his time at the beach last Saturday and applauded staff for holding positive events. He also expressed the importance of bringing people together and how one part-time resident took the time to say thank you for the event.

VICE MAYOR HUDAK**DISTRICT 1**

Upcoming Events – Vice Mayor Hudak said the boat parade will be held on Friday, December 9th from 7 p.m.– 10 p.m. and the Hillsboro Bridge will be up at some point. Also, an ice cream social will be held on Saturday, December 10th at Oveta McKeithen Recreational Complex, and Operation Santa will be held on Sunday, December 11th.

Meeting Tonight – Vice Mayor Hudak said the meeting tonight was very difficult, but decisions were made based on the information they had, which could have been provided sooner. Thereafter, he advised that the decisions he makes are not based on him being re-elected, but are based on what is the best decision for the City.

MAYOR BILL GANZ

Concert in the Park – Mayor Ganz applauded staff for the concert at Waterford Homes and the feedback was positive because this area was included.

Dune Restoration – Mayor Ganz asked that the Marine Advisory Board be included with the dune restoration.

Zoom Meetings – Mayor Ganz recommended doing away with Zoom meetings and explained how difficult it is to run the meeting, the technical difficulties, and how people sometimes cannot hear what is being said. There was not a mandatory requirement and believes it could be stopped immediately.

Human Trafficking – Mayor Ganz said although he believes something should be done on a State level, he asked the City Attorney to look into what can be done in the City.

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

Road & Traffic Safety/Updates – Mayor Ganz thanked FAU for the presentation and acknowledged the importance of cutting down on speeding. He thanked Chief Whitehorn for keeping the Commission informed on what occurs in the City regarding fire rescue.

Gary Troutman – Mayor Ganz asked that everyone look up Mr. Troutman who is a convicted murderer, of a woman in 1986 in Deerfield Beach. He was set free this week after serving 9 years on what should have been a 25-year sentence. This is a miscarriage of justice and encouraged everyone to look out for him and find out what is going on in your community.

Changes Needed – Mayor Ganz said he reports issues to the City Manager and is told that they are done, but later finds out nothing has been done. He commented on the importance of keeping up with the landscaping and how things are falling apart and it needs to change. He said he will continue to air things out in the public so no one feels blindsided.

Enterprise Funds – Mayor Ganz said he voted in favor of the increase because improvements need to happen and that the funds are self-funded and operationally solvent for the future. He said he believes other things could have been considered.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to adjourn the meeting at 12:27 a.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



CITY COMMISSION WORKSHOP MEETING MINUTES

Thursday, October 27, 2022

6:00 PM

Hillsboro Community Center

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 6:12 p.m., in the Hillsboro Community Center, Deerfield Beach, Florida.

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

APPROVAL OF CITY COMMISSION AGENDA

October 27, 2022

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

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

Nays: 0

Vice Mayor Hudak attended and voted by phone until physically present during Item 1.

DEPARTMENTAL BUSINESS

1. Discussion regarding the City's Solid Waste Enterprise Fund.

David Santucci, City Manager, said a rate study analysis was completed on the City's three (3) major Enterprise Funds to provide a comprehensive look at each fund, so staff can stay abreast on the ability to fund the capital improvements and operations necessary to maintain viability of these enterprises. Thereafter, he introduced Horace McHugh, Deputy City Manager.

Mr. McHugh stated that in addition to reviewing each enterprise fund, the long-term sustainability will be addressed since the funds should be self-sufficient, independent and adequately funded. He said staff is seeking direction to determine the operational and capital needs to support service levels and funding on a multi-year basis; whereas, financing would not only be determined by operations, but rates. Further, Mr. McHugh said the three (3) areas that will be discussed are solid waste, water and sewer, and stormwater. Thereafter, he introduced Chad Grecsek, Director of Sustainable Management.

Mr. Grecsek highlighted a PowerPoint presentation. He stated that Deerfield Beach is the only city in Broward County that provides full-service collection, which consists of approximately 17,800 single family homes that are serviced twice a week for garbage, once a week for recycle, which is taken to the landfill,

DEPARTMENTAL BUSINESS - CONTINUED

and once a week for bulk. Commercial collections consists of 1,221 dumpsters, 660 multi-family dumpsters, 325 single stream dumpsters, and 6,000 roll-off dumpsters. Additional services include three drop off centers, two household hazard waste collection events a year, etc. Mr. Grecsek said they run 25 routes per day; collect 2,000 tons of materials per week, 100,000/year; on average 84 pounds of solid waste and bulk material is generated per single family home every week; and there are 1,400 residential visits per month at the drop off center.

Continuing, Mr. Grecsek said there have been many industry trends and challenges across the nation due to COVID, i.e. service impacts, staffing issues, and significant rate increases, whereas, they are down six driver collectors. Thereafter, he continued outlining industry trends and challenges, supply chain impacts, rising costs, disposal, and processing. Mr. Grecsek said the City's disposal contract expires in June 2023 and the vendor has indicated that they cannot renew on the same terms, so staff is anticipating significant increases. Staff is also experiencing equipment issues with repairs and maintenance, delivery and part delays, cost increases, appearance and useful life, and inability to adhere to the vehicle replacement schedule; whereby, the City's average age of bulk collection fleet is 11 years, and the industry recommendation is eight. Nevertheless, in an effort to minimize expenditures, 12 collection routes have been eliminated since 2012; reduction of six positions since 2014 (approximate savings of \$325,000); improved safety practices and training; route optimization and re-routing; lowest disposal rate in Broward County; suspended recycling program (approximate savings of \$400,000/year); and conversion from diesel to CNG, which is \$100,000/year savings. In addition to minimizing expenses, we maximized our revenues through transitioning commercial billing into a solid waste management system, hired a business manager and billing coordinator, began delinquent collections, and increased revenues since 2018 by approximately \$1.1 million.

Moreover, Mr. Grecsek said prior to 2008, the solid waste fund had an annual rate adjustment of 2 - 3% and in 2008 there was a 4% increase; however, between 2011 - 2013, the Resource Recovery System dissolved, and disposal rates dropped. As part of the settlement with Broward County, the City was awarded a onetime payment of \$1.7 million in 2015. Residents were given a one month credit which was a \$350,000 reduction in revenue, and the City also reduced the rate from \$24.54 to \$22.34 (9%), which was a reduction of \$435,000/year in revenue. Additionally, the Sanitation Division was created, which was a \$969,350 annual expense with no revenue generated; however, the division was dissolved in 2020, which was an \$849,889 savings. Further, Mr. Grecsek said the Annual Comprehensive Financial Report (CFR) found that the solid waste utility rates were insufficient. Also, GASB requires the reinstatement of other post employee benefit (OPEB) costs. The CFR recommended that the City review the solid waste rates to ensure sufficiency to run operations. During the August 2022 Operational Audit Preliminary Findings, it was recommended that the City evaluate all enterprise funds to make sure the rates were sufficient to support the funds and collection costs. Lastly, Mr. Grecsek said the solid waste rate sufficiency study was completed at the end of fiscal year 2022 by Raftelis; thereafter, he introduced Henry Thomas.

Vice Mayor Hudak arrived at 6:18 p.m.

Mr. Thomas said he will highlight in a PowerPoint presentation the study background, tasks and considerations, major cost increase assumptions that were incorporated into the study, proposed rate adjustments, and observations and recommendations. Further, he said the rate revenues and interest income make up gross revenues which are compared to the requirements, which include operations, day to day operating expenses, labor costs, disposable costs, capital needs for fleet, and debt. He explained that the plan is to develop leases to upgrade the fleet and as those leases are paid off, new vehicles can be purchased without having to incur interest expenses with financing. The study considerations include phasing in rates over five years that are adequate and will achieve an overall positive cashflow; build operating reserves to adequate levels by setting up targets within the five-year plan to have a minimum balance of 60 days of rate revenues with a target balance of 90 days; maintain emergency fund at level required per city policy, which is currently depleted to pay for operations; and minimize and mitigate bill impacts to ratepayers.

Continuing, Mr. Thomas reiterated that the City currently services 17,800 accounts, 90% residential and 10% non-residential, with the assumption in the five-year plan that an additional 234 accounts will be added each year or 1.3% annually. The existing rate revenue with no increase would start out at \$17.4 million and

DEPARTMENTAL BUSINESS - CONTINUED

over the five-year plan grow to \$17.7 million. Other operating revenues, i.e. sale of fixed assets, sale of scrap metal, etc. account for \$71,800/year, and interest income based on estimated fund balances would only account for \$4,700/year. Thereafter, a pie chart was displayed outlining the operating expenses, which include personnel, disposal /recycling, general fund transfers, fuel, debt, etc. Mr. Thomas outlined the assumed cost increases beyond fiscal year 2022: labor costs - 3.7; health insurance - 8.0%; repairs and maintenance - 5.0%; disposal costs - 3.5%; general inflation - 3.3%; fuel - 6.4%; for an average annual growth rate of 4.4%. He reiterated that the rates were last adjusted in 2008 and prior to that there were annual adjustments of 2 - 3%. In 2015, there was a residential rate relief in response to disposal cost reductions and various cost mitigation measures were undertaken, i.e. route optimization and re-routes, etc. There has been a 35% increase in the inflation rate since 2008 without any rate increases.

Furthermore, Mr. Thomas outlined the major assumptions for projects within the capital improvement program: garage gas detection - \$250,000; front load trucks - \$3 million; roll off trucks - \$1.6 million; and grapple bulk waste collection vehicles - \$1.9 million. The CIP is funded from rate revenues for minor expenditures and proposed capital leases are used for the major fleet expenditures for a total of \$10.9 million over five years. Currently, the City has two outstanding leases, 1) JP Morgan - \$11,800 annually, which will be paid off in 2023; and 2) TD Loan - \$250,000 annually, which will not be paid off until 2035. Further, to allow time to phase in the rate increases to improve the financial position and obtain reasonable levels of reserves, five additional short-term (3 year) leases are being forecasted, ranging from \$778,100 to \$1.9 million. In 2027, the lease payments are projected to decline as prior leases mature and as the rates are phased in, the transition of pay as you go funding will be established, which will save on interest and other financing costs. Currently, the balance for the operating fund is effectively zero; however, over five years, the deposits will total \$3.5 million which will provide a target fund balance of 90 days of operating revenues. The emergency fund requirement, which is a city policy, is 5% of revenues; whereby, the rate increases would provide a \$630,000 deposit in 2023, and \$63,000 each year until 2027.

Moreover, Mr. Thomas said the sanitation fund primarily covers operating expenses and without a rate increase, those expenses will not be covered in 2023. Thereafter, a chart highlighting the rate comparisons among cities was displayed; the City's current rate is \$22.34 for single-family residential, and \$25.36 is being proposed, which is still lower than the County's average at \$28.84. Although, the residential rates are comparable, commercial rates are not, so a market base approach was taken to increase those rates. Thereafter, a bar graph was displayed outlining the costs for commercial 4-yard dumpsters for various cities, whereby, the current rate is \$228.20, and the proposed rate is slightly above average at \$329.75. There was also a bar graph outlining the costs for commercial 20-yard roll off dumpsters; the current rate is \$400.00 and the proposed is slightly above average at \$466.00.

Lastly, Mr. Thomas said additional funding for equipment, fleet and operations is needed to meet current demands. The existing rates are not sufficient to support current levels, nor address the audit concerns; therefore, the recommendation is to adopt the rate schedule to support service levels, address audit concerns, provide financial sustainability, update the rate structures, maintain service levels, and stay consistent with external market conditions.

Mr. Grecsek outlined the potential alternatives: no change will cause the deficit to continue, audit findings to be ignored, service levels will continue below desired standards, and potential impact on the City's bond ratings as well as other financial indicators; increased support from the General Fund will cause millage rate implications and adjusted General Fund administrative fees; notwithstanding, a cost allocation study will be conducted in FY23. Currently, the Solid Waste Fund provides \$3.6 million back to the General Fund this fiscal year, which is 20% of the overall fund expense. Additional alternatives include modifying service levels and outsourcing components of services, which will cause annual cost adjustments and lower levels of customer service. Lastly, Mr. Grecsek stated that Deerfield Beach was one of the first cities to be cleaned after Hurricane Irma, due to the City having its own equipment, staff, etc.

In response to Mayor Ganz's questions, Mr. Santucci replied that when deficits occur, money comes from the General Fund. Further, he stated that the audit finding found that the net position of the fund itself was in a deficit, generally caused by rate insufficiency and OPEB change, which was originally reported on an annual basis, but now must be reported as a full cost burden. Nevertheless, the City is currently in a position where the General Fund supports the Solid Waste Fund to make up the difference on an annual basis.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Thomas stated that the fund can be sustained by using reserves, which has been done in the past and is no longer an option.

Mayor Ganz asked if these rate increases are established in a short period of time, will it provide revenue to build the reserves up to a level that meets the operating needs and adheres to the emergency fund policy.

Mr. Santucci and Mr. Thomas replied yes.

Mayor Ganz asked if there are enough General Fund reserves to subsidize the proposed rate increases.

Mr. Thomas replied that although the intent is for the Enterprise Funds to be self-supporting, it is an option.

Mayor Ganz agreed that the Enterprise Funds should be self-supporting and reiterated that the last rate increase was in 2008. Thereafter, he provided a brief history of the decrease in disposal rates over the years and asked for clarification on where the money went from those decreases.

Mr. Thomas said a 25% decrease in disposal costs would not equate to a 25% decrease in rates due to collection costs, labor costs, fuel costs, etc. Although, he is unsure where the money went without doing additional research, he assumes that the decrease in disposal costs is why rate increases have not been needed until now.

Mayor Ganz said increasing the rates in such a short amount of time is not resident friendly; therefore, he recommended using General Fund reserves to build up the Solid Waste Fund, then increase the rate to keep up with inflation, operating needs, etc.

Mr. Thomas said if that's done, as the rates rise over the five-year period, they would be 5% lower at the end point than what has been presented.

Commissioner Preston questioned the lease agreement options, but unfortunately, Mr. Thomas' responses were inaudible.

Mr. Santucci stated that the leases are lease purchase options, whereby, the vehicle is purchased, and a lease purchase arrangement is agreed upon with the bank and the cost is paid off over time.

Vice Mayor Hudak disagreed with using the General Fund reserves, as expenses have increased 35% since 2008, but rates have not.

Commissioner Drosky said prior to increasing rates, staff must prove that all efficiencies have been streamlined. He said although the minimization of expenditures were outlined, there were no recommendations on how to continue minimizing expenditures moving forward. Additionally, he disagreed with changing the service levels and suggested a hybrid approach with the recommendations. Lastly, Commissioner Drosky asked for clarification on the City's emergency fund policy and need.

Commissioner Preston asked that more information be provided regarding the Mayor's recommendation with using the General Fund reserves.

Mr. McHugh said although the usage of General Fund reserves is an option, he cautioned the Commission that there are two (2) other components within the Enterprise Funds that will need to be addressed. Further, in response to Commissioner Drosky's question, Mr. McHugh replied that staff may not be able to prove that everything has been done, as labor costs, equipment costs, etc. have a significant impact on operational expenses.

There was a brief recess from 7:36 p.m. to 7:44 p.m.

DEPARTMENTAL BUSINESS – CONTINUED**2. Discussion regarding the City's Utilities Enterprise Fund.**

Priscilla Cygielnik, Director of Environmental Services, said in April 2022, staff presented rate adjustment recommendations based on a plan conducted in 2020; however, COVID stalled that plan. Since then, staff has evaluated the rates based on capital that was received from the American Rescue Plan (ARPA) to see what the impact would be on the recommended five-year plan. Further, she stated that these rate adjustments will be on the December 6th commission agenda, which will be publicly noticed on the residents' water bill. Thereafter, she introduced Chuck Sinclair, Carollo Engineers.

Mr. Sinclair stated that a draft master plan study was conducted in December 2019, which evaluated existing conditions and performance of the utility systems, identified system and facility needs to meet future demands, and recommended a list of projects for the Capital Improvement Program (CIP). The master plan study was provided to Raftelis, who conducted a revenue sufficiency analysis in March 2020, which developed a financial forecast to fund water and wastewater systems through 2040, evaluated the revenue available to fund the operational and CIP costs, and recommended a plan to fund operating costs and capital improvements to include a rate increase, if necessary. The recommended capital improvement program included CIP's for the 5 and 20-year horizons, funding R&R program for each of the main components of the utility, costs for short-term and long-term capital projects, time estimate for each project based on the capacity and demand projections, and the CIP would serve as the basis of the revenue and rate sufficiency study. Thereafter, a table was displayed outlining the type of project, funding category, and timing and duration of funding for the 5 and 20-year horizons. Lastly, a photograph was displayed of the major elements of a five-year \$70 million CIP, to include a new ION Exchange treatment system to phase out the existing lime softening system, water main rehabilitation, etc. Thereafter, he introduced Henry Thomas, Raftelis.

Mr. Thomas highlighted the projection of the overall costs, whereby, a recommendation was made earlier this year to start increasing the rate path based on the original plan; nevertheless, the water and wastewater fund is funding more than its operating expenses, but eventually this fund will be in the same situation as solid waste if rates aren't increased. The rate adjustments in the fiscal year 2020 financial forecast were proposed at a 7.1% increase for the first five (5) years to cover short-term rehabilitation and capital needs, rebuild cash reserves, and maintain debt service coverage for existing loan obligations. Mr. Thomas said there isn't an emergency fund, but there is a renewal and replacement (R&R) fund, and an operating and emergency reserves fund; whereas, reserves are needed to help levelize the funding of the capital needs for R&R. Thereafter, a bar graph was displayed of the rate covenants and debt service coverage requirements. Updates were made based on demands, new funding, etc. Lastly, he said the proposed rate increases in 2020 were based on the forecast of the operational and capital costs for a 20-year period but COVID slowed the process, deferring the increases; nevertheless, the process will resume to fund the operating capital needs in a five-year period.

Mr. Sinclair said a 7.1% rate increase was recommended and approved in April 2022. Further, he said additional research was conducted on population projections and water and sewer system demands to see if there were changes post COVID, which there were not. Mr. Sinclair said additional research is needed on cost estimates and other revenue funding sources, to add the revenue stream and offset costs. Currently, the average residential user consumes 6,000 gallons/month and pays \$62.28, which is a \$4.14 increase. Thereafter, a chart highlighting the rate comparisons among cities was displayed, whereby, the City, who services about 70% of the residents, is below Broward County's rate, who services 30% of the City's residents. Mr. Sinclair outlined the recommendations and next steps: update the master plan and revenue sufficiency studies by revising the population projections; updating the financial data and reviewing the financing alternatives; and adopting the five-year rate schedule to allow planning of capital and operational needs and financing alternatives. Lastly, he stated that the 7.1% increase was used as a benchmark to illustrate the cost impact for those consuming 6,000 gallons/month over 5-years as follows: 2023 - \$4.42 increase; 2024 - \$4.73 increase; 2025 - \$5.07 increase; 2026 - \$5.43; and 2027 - \$5.82. Thereafter, a chart highlighting the rate comparisons among cities was displayed, whereby, the proposed rate in five-years would be \$87.84, which would be below the County's average.

Vice Mayor Hudak commented on 30% of the City's low-income residents paying the County's rate, which is currently \$20/month more than City's current rate.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Drosky expressed concerns with the increases, as the residents will be negatively impacted with a 7.1% annual increase.

Horace McHugh, Deputy City Manager, stated that projects within this fund would need to be addressed due to various safety and regulatory concerns, as well as others. Most of the projects within this fund are long-term, and if underground utilities are impacted, then the integration with stormwater or repaving would be recommended, so the roads aren't constantly impacted.

3. Discussion regarding the City's Stormwater Enterprise Fund.

Priscilla Cygielnik, Director of Environmental Services, said Hazen & Sawyer was the consultant retained in 2018, for the creation of the stormwater utility, and they are currently re-evaluating that utility based on the stormwater master plan approved in 2021. Thereafter, she introduced Rob Taylor, Hazen & Sawyer.

Mr. Taylor said a stormwater system is critical within the City, as it helps prevent flooding, provides water quality treatment for waters discharged to the receiving waters, serves roadways and developed areas, and encompasses visible storm drains, swales, canals as well as underground pipes. In 2018, the stormwater utility fund was created to cover operation and maintenance costs only and provide funding for capital improvement projects. In 2020, the Stormwater and Flooding Resiliency Master Plan was completed to identify and prioritize stormwater capital projects. Three CIP projects are partially funded by ARPA funds; however, additional funding is needed to complete both ARPA and remaining projects.

David Santucci, City Manager, stated that several projects have been completed from the existing fee structure as well as grants.

Mr. Taylor said operation and maintenance costs include city staff, equipment and materials, drainage system inspection, and reporting processes. The Stormwater and Flooding Resiliency Master Plan identified a significant number of projects that need to be addressed, to include drainage improvements, water quality treatment, tidal flooding, etc. The first two priority projects, S.E. 8th Avenue and Deer Run Community of West Deerfield, are fully funded and under construction. Mr. Taylor outlined the City's stormwater updates: Phase 1 - update stormwater GIS impervious area, estimate stormwater fee under alternative financing mechanisms, and technical memorandum; Phase 2 - date review, billing roll mitigation, ordinance/resolution for development and adoption, public notification and outreach, and review of non-ad valorem implementation schedule.

Continuing, Mr. Taylor said Phase 1 consists of a true up of the impervious area (IA) to come up with the billing units, equivalent residential unit (ERU), which represents the average IA on a single-family residential parcel. The update to the stormwater GIS IA and billable ERU's is underway and estimated to be completed by mid-November and will look at comparing the existing GIS layer of the historical IA, to the most recent aerial imagery and update for new development. The update will also capture all billable ERU's to determine billable revenue potential to update financial scenarios. The alternative stormwater financing mechanisms are also underway and estimated to be completed by mid-November and will include revenue growth assumptions of a 1%/year ERU, as well as escalation rate assumptions in operation and maintenance.

Furthermore, Mr. Taylor outlined the stormwater costs - personnel, operation and maintenance, estimated capital, and contingency. The three (3) stormwater CIP funding scenarios will pay back the \$2.2 million loan from the Water and Sewer Fund and include a 10% contingency; thereafter, he outlined each scenario. The PayGo allows for the capital infrastructure to be built up based on the revenues collected; public financing will be funded through federal/state loan programs and will have a lower interest rate than private; and privately financed options go through private bank lending/bonding. Thereafter, the estimated monthly rate per ERU for each scenario was displayed. The PayGo option is collected at a significantly higher rate because it can only be built based on revenue collected and the money would be collected over a shorter amount of time. The current monthly stormwater fees compared to other communities was displayed, which illustrated Deerfield Beach on the lower end; however, any of the scenarios would move the City to the middle-higher end.

DEPARTMENTAL BUSINESS - CONTINUED

Lastly, Mr. Taylor said the review of the City's existing billing date and transition accounts to a non-ad valorem assessment is underway and estimated completion is mid-November. If this option is approved, the information will be included on the TRIM notice in summer 2023 for FY 23-24 tax bill. The implementation schedule for the non-ad valorem assessment consists of the City entering into an agreement with the Property Appraiser and Tax Collector providing for reimbursement of necessary administrative costs; adopt a resolution of intent to collect non ad-valorem assessments at a public hearing by January 1st; notice must be published in the newspaper for four weeks prior to public hearing, which is scheduled for December 6th; Property Appraiser will send the City a list of properties to be assessed by June 1st; and the assessment roll must be adopted by the City at a public hearing and submitted to tax collector by September 15th.

In response to Vice Mayor Hudak's questions, Mr. Taylor replied that most entities outline this utility on water bills; however, Deerfield is unique because some residents are billed by the City, while others are billed by the County. Further, he said non-profits would be obligated to pay, as there are no exemptions.

Jaime Leonard, Hazen Sawyer, said the most recent Florida Stormwater Association survey noted that 35% of surveyed utilities utilize the non-ad valorem or special assessment for revenue generation with respect to a stormwater fee collection.

Commissioner Drosky said he is not against adding the utility to the tax bill, as it guarantees the City will be paid, as opposed to chasing delinquent accounts; however, he is hesitant because it feels rushed and there are other utilities being addressed.

Mr. Taylor stated that adopting the resolution on December 6th does not obligate the City to make the change but protects the City's ability to make the change if desired.

Mr. McHugh summarized the direction of the Commission. Staff offered recommendations for other solid waste and the Commission agreed that the needs must be addressed. Recommendations included: possible usage of General Fund reserves; water and sewer will mirror what was presented; the stormwater study and analysis will be completed, thereafter the rates will be finalized and presented. Lastly, staff will move forward with the non-ad valorem assessment process, as adoption preserves the option for it to be done later.

Mr. Santucci thanked the Commission for allowing staff to present the rate recommendations based on the need analysis of maintenance operations and capital expenditures for the three Enterprise Funds. Further, the intent is to consolidate the conversations more, so the Commission understands the necessity, as well as the impact to the residents.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to adjourn the meeting at 8:31 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

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

Call to Order and Roll Call

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

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

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

Approval of Minutes

MOTION was made by Michael Lubin and seconded by Karen Shelly to approve the May 4, 2022 meeting minutes. The MOTION was carried unanimously.

Append Agenda

MOTION was made by Katherine Brighton and seconded by Dottie Plaut to add Dr. Jermaine Fleming to the agenda. The MOTION was carried unanimously.

Presentation

Chair Clarke-Reed introduced Priscilla Cygielnik, Environmental Director – FAU Research Boulevard Project. Priscilla presented a PowerPoint Presentation, see attached.

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

Mr. Lubin stated that he is concerned about roundabouts near the high school.

Priscilla replied stating that roundabouts have a misconception but traffic engineers have studied and they are safe and force drivers to slow down and look both ways.

Chair Clarke-Reed asked that since Praxis of Deerfield Beach Senior Community is near that area she suggest doing some education and community involvement input so they are aware.

Chair Clarke-Reed opened the floor for public comments and questions.

No public comments.

Speaker

Chair Clarke-Reed introduced Dr. Jermaine Fleming, North Region Superintendent Broward County School Board

- Involved in our community since 2015
- He is responsible for 67 schools
- 3 Directors report to him
- Scott Jarvis is Assistant Director

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

Mr. Lubin thanked him for going a great job at the school board.

Chair Clarke-Reed opened the floor for public comments and questions.

Terry Scott thanked Dr. Fleming for his work and for supporting our City in his efforts. Mr. Scott asked what portion of the monies from the referendum is going to benefit Deerfield Beach Schools.

Dr. Fleming replied that he will send us a breakdown of those monies.

Chair Clarke-Reed asked Dr. Fleming if SMART funding is still available for our schools.

Dr. Fleming replied that he will send us a breakdown of those projects.

Jan Muenzenmaier asked if Deputies were still rotating at the schools.

Dr. Fleming stated that at secondary schools that they are assigned at each school. They do rotate Deputies at elementary.

Mr. Scott asked Dr. Fleming if we need to have armed guards or BSO Deputies at each school.

Chair Clarke-Reed closed the floor for public comments and questions.

Board Discussion

A. Incentives for Students & Faculty

Chair Clarke-Reed asked Mr. Salas to provide an update. Mr. Salas stated that the Ft. Lauderdale Chamber of Commerce will discuss bringing back the Teacher Appreciation Breakfast for this school year.

Mr. Lubin asked if the City can provide funding for scholarships and incentives for students.

Mr. Salas replied he would discuss it with City and get back to the board.

MOTION was made by Michael Lubin and seconded by Katherine Brighton to ask City Commission to fund 2 academic scholarships and 1 vocational scholarship for a total of \$3,000 and \$20.00 gift cards for each monthly Elementary Student Award for 3rd – 5th. The MOTION was carried unanimously.

B. Tutoring Initiative

Chair Clarke-Reed asked Mr. Salas to provide an update. Mr. Salas asked the board to assist with ReadingPals, TutorMate, and JA Biz Town.

C. EAB Letter of Support – City or State Appropriation Request

Chair Clarke-Reed asked Mr. Salas to explain his request. Mr. Salas advised that there are city and state projects that the City submits requests for and since these requests, usually affect area schools having a letter of support from the EAB is vital to the submission request. He would like the board's approval to submit a letter to the Chair to sign on behalf of the board.

MOTION was made by Karen Shelly and seconded by Michael Lubin to delegate the authority to sign a letter of support to the Chair. The MOTION was carried unanimously.

D. School Assignment

Mr. Salas advised the board of the school assignments.

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

Jonathan and Vennillia, Tedder Elementary School

E. National Walk, Bike & Roll to School Day

Mr. Salas advised the board that Deerfield Beach Elementary reach out and would like to participate in the National Walk to School Event on Wednesday, October 12th at 7:30 am. We will all meet at City Hall at 7:00 am.

Staff updates

Mr. Salas informed the board of the below events.

- Mr. Salas advised that we created an EAB flyer and presented it to the board for review.

Mr. Collins, City Attorney suggested that the board review and send all recommendations to Mr. Salas for all recommendations to the flyer.

MOTION was made by Michael Lubin and seconded by Karen Shelly to ask the board to review the EAB flyer and submit changes to City staff to implement. MOTION carried unanimously.

- Principals Roundtable Meeting will be on Monday, September 19th at 9:00 am at JM Family.
- Fall Festival is Saturday, October 15th from 9:00 am – 1:00 pm.
- Go to PerkYourPark.com and vote for Oveta McKeithen Park
- Mr. Salas advised that Yom Kippur is the next EAB meeting Tuesday, October 4th

Chair Clarke-Reed advised that she would like to change the meeting to another day.

MOTION was made by Karen Shelly and seconded by Michael Lubin to move the meeting to Tuesday, October 11th.

Board updates

Ms. Brighton will be moving and will have to resign from the board.

Mr. Lubin enjoyed his time in North Georgia for the summer and had fun at the Back to School Block Party.

Ms. Shelly enjoy her time at the Back to School Block Party.

Chair Clarke-Reed went to the street renaming Deputy Harold Morrison and the Back to School Block Party.

Comments from the Public

Chair Clarke-Reed opened the floor for public comments.

Joel Smith, a city resident stated they gave away 700 colored pencils at the Back to School Block Party. Community Health Fair will be on Saturday, October 10th from 10:00 am – 2:00 pm at Zion Lutheran. He has a new flyer; bike club will be coming and Yoga for Change at Deerfield Beach Middle School. They hosted a community baby shower and 250 people came to the event. This is My Brave performance at Coral Springs Performing Arts on Thursday, September 22. Jarvis Brunson will be the Director of Operations for Deerfield Beach Community Cares.

Jan Muenzenmaier, a city resident advised that Kiwanis will be buying the headphones for Deerfield Beach Elementary students that need them for instruction when they are using their tablets. They will also be buying dictionaries and thesauruses for students as well.

Terry Scott, a city resident advised the board he would like to assist in any efforts for children in our community.

Adjournment

MOTION was made by Michael Lubin and seconded by Katherine Brighton to adjourn the meeting at 8:54 pm. The motion was CARRIED unanimously.

Minutes approved  Date 10/11/2022

**Education Advisory Board (EAB)
Meeting Minutes**

Tuesday, October 11, 2022

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Clarke – Reed called the meeting to order at 7:04 pm.

Members Present: Chair Gwyndolen Clarke-Reed, District 2
Vice-Chair Michael Lubin, District 1
Katherine Brighton, District 4

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

Approval of Minutes

MOTION was made by Katherine Brighton and seconded by Michael Lubin to approve the September 7th, 2022 meeting minutes. The MOTION was carried unanimously.

Presentations

Chair Clarke-Reed introduced Lt. Ana Murillo - Quigley, Broward Sheriff's Office.

Lt. Murillo – Quigley advised on the school updates below.

- Fire drills use to be conducted quarterly and are now required to be done monthly.
- Single point entry for Deerfield Beach High School and Deerfield Beach Middle School.
- Behavior Threat Assessments will be done by teachers and school staff.
- Ely and Deerfield Beach High School football game on Friday, October 15th.

Chair Clarke-Reed introduced Dr. Latori Fulton, Principal at Deerfield Beach Middle School. Dr. Fulton presented a PowerPoint presentation, see attached.

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

Chair Clarke – Reed asked Dr. Fulton about the FLIPANY Program.

Dr. Fulton said the program is still active at the school and the students grow cucumbers, collard greens, strawberries, and other fruit and vegetables. They harvest the fruit and

vegetables and utilize them in the culinary program and give them out to the community as well,

Jan Muenzenmaier, a city resident praised Dr. Fulton for having a handle on the school and moving forward with the teachers and students.

Board Discussion

A. School Board Updates

Chair Clarke-Reed stated that Deerfield Park Elementary was without a Principal and the community went through the Principal selection process. Chair Clarke – Reed stated that the community was adamant about bringing Ms. Donna Rucker back to Deerfield Park Elementary since she was the previous Principal and could hit the ground running. Chair Clarke – Reed went to the Broward County School Board to support Ms. Rucker's appointment for Principal at Deerfield Park Elementary.

Mr. Salas stated that Dr. Fleming's office sent us the referendum regarding our schools.

B. Tutoring Initiative

Mr. Salas asked the board to assist with Read for the Record, ReadingPals, TutorMate, and JA Biz Town.

C. Government Week

Mr. Salas stated that Government Week is October 17 -23, 2022. On Tuesday, October 18 the City Commission will read a Proclamation for Government Week. On Wednesday, October 19 Mr. Salas and Assistant City Manager will go to Deerfield Beach Middle School and Deerfield Beach High School and do a presentation in Civic classes.

D. Fall Festival

Mr. Salas advised that Fall Festival will be Saturday, October 15 at Pioneer Park from 9 am – 2 pm and each department will be represented at Fall Festival.

E. National Walk, Bike & Roll to School Day

Mr. Salas advised Deerfield Beach Elementary reached out and would like to participate in the National Walk, Bike and Roll to School Event on Wednesday, October 12th at 7:30 am. We will all meet at City Hall at 7:00 am.

F. EAB Flyer

Mr. Salas advised that we haven't received any feedback from the board regarding any flyer updates. Mr. Lubin did submit his recommendations already.

Staff updates

Mr. Salas informed the board of the below events.

- Mr. Salas advised the board of the name change from Center for Active Aging to Braithwaite Center for Active Aging.
- NW 2ND Avenue will be changed to Braithwaite Place.
- Braithwaite Center for Active Aging is looking for volunteers. If anyone is interested, please let us know.

Board updates

Mr. Lubin advised he went to the Principal's Roundtable Meeting at JM Family on Monday, September 19th. He advised that he will be out of state and unable to make the November 2nd meeting.

Comments from the Public

Chair Clarke-Reed opened the floor for public comments.

Terry Scott, a city resident stated that the referendum document that Dr. Fleming provided does not show the correct dollars and the construction completion data is unclear. Mr. Scott received a document from Nora Rupert, Broward County School Board Member, District 7, which contradicts what Dr. Fleming's office sent.

Adjournment

MOTION was made by Michael Lubin and seconded by Katherine Brighton to adjourn the meeting at 8:54 pm. The motion was CARRIED unanimously.

Minutes approved Raydell Clarke-Reed Date 11/2/2022

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

Call to Order and Roll Call

Chair Clarke – Reed called the meeting to order at 7:04 pm.

Members Present: Chair Gwyndolen Clarke-Reed, District 2
 Karen Shelly, District 3
 Dottie Plaut, Mayor

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

Approval of Minutes

MOTION was made by Dottie Plaut and seconded by Karen Shelly to approve the October 11th, 2022, meeting minutes. The MOTION was carried unanimously.

Presentations

Chair Clarke-Reed introduced Zorro, Bikers Against Child Abuse (BACA).

Zorro informed the board about BACA.

- BACA has been around for 27 years
- 1 in every 4 girls is abused and 1 in every 10 boys is abused
- BACA is a support system and doesn't replace any authorities
- Level 1, Level 2, interventions process
- BACA will accompany the child to court and empower them to testify against their perpetrator

Board Discussion

A. School Board Updates

Mr. Salas stated that he has been reaching out to Broward County School Board and will get updated in regards to the referendum.

B. Tutoring Initiative

Mr. Salas stated that City staff would volunteer at JA BizTown with Tedder Elementary on Thursday, November 17th, 2022. Mr. Salas stated that we need volunteers for ReadingPals. On Thursday, October 27th, 2022, City staff participated in Read for the Record and went to Tedder Elementary and read the book Nigel and the Moon.

C. High School Scholarship Release Date

Mr. Salas stated that last year the High School scholarship application period was from February until March. Chair Clarke – Reed stated that she would like to give the students more time to submit applications and recommends that the application be available as soon as they return from Holiday Break. Ms. Shelly ask that the application should be available before Holiday Break.

MOTION was made by Dottie Plaut and seconded by Karen Shelly to promote the High School Scholarship application before the launch date in January 2023. The MOTION was carried unanimously.

D. EAB Flyer

Mr. Salas advised the board of the changes that Vice Chair Lubin suggested. Chair Clarke – Reed stated we could discuss this at next month's meeting when Vice Chair Lubin returns.

E. Holiday Activities with Schools

Mr. Salas advised that our schools are in the planning stages of Holiday activities. Mr. Salas will inform the board as he receives the Holiday activities from the schools. He encourages the board to attend the festivities and support the schools.

Chair Clarke – Reed asked the community organizations in the audience if they were aware of any school activities for the Holidays.

Joel Smith, a city resident, advised that Kiwanis is running a Thanksgiving Turkey Drive, and Deerfield Community Cares is doing a Thanksgiving Food Drive with BSO. On December 4th, 2022, is the BSO Special Needs Breakfast that will be held at the Wyndham and on December 17th, 2022, BSO Shop with a Cop.

F. District 4 Vacancy

Chair Clarke – Reed stated that Katherine Brighton would be moving away and, therefore will be resigning, so the board will have a District 4 vacancy. Commissioner Drosky will have to appoint someone else to fill the vacancy.

Staff updates

Mr. Salas informed the board of the below events.

- Holiday Book and Toy Drive Saturday, December 10th, 2022 from 6:00 pm – 8:00 pm at Oveta McKeithen Recreation Center. The City will be collecting donations until Wednesday, December 7th, 2022.
- Funds are still available for Home Rehabilitations and Purchase Assistance Programs.
- Braithwaite Center for Active Aging is looking for volunteers. If anyone is interested, please let us know.
- City presented at Deerfield Middle School for Government Week on Wednesday, October 18th, 2022.

Board updates

Chair Clarke – Reed advised that she attended the welcoming of Ms. Rucker at Deerfield Park Elementary. Ms. Rucker stated that one of her goals is to raise the grade of the school.

Dottie Plaut attended the Jazz in the Park on Thursday, October 20th, 2022.

Comments from the Public

Chair Clarke-Reed opened the floor for public comments.

Denise Bogner, a city resident, advised that Kiwanis East will bring books for kindergartners.

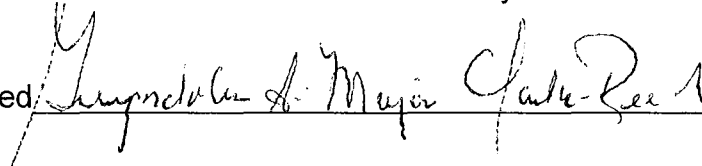
Joel Smith, a city resident, kicked off Yoga for Change at Deerfield Beach Elementary. Tedder and Deerfield Beach Elementary are looking for a Zen space for faculty. Art for Healing will be at Northcrest Elementary.

Jarvis Brunson, 735 NW 10TH Ave. Ft. Lauderdale, FL 33311, bike club at Deerfield Beach Middle with 15 youth. On October 22, 2022, they did a youth retreat and discuss emotional and social learning and mental health. Working with the City of Deerfield Beach Teen Center and the Boys and Girls Club on some quarterly events.

Raihanna Ali, a city resident, advised that they have collaborated with Flippany and restocked food distribution. It will be at Deerfield Beach High on Fridays from 2:30 pm – 3:00 pm and at Deerfield Beach Middle school on Fridays from 3:30 pm – 5:00 pm.

Adjournment

MOTION was made by Karen Shelly and seconded by Dottie Plaut to adjourn the meeting at 8:18 pm. The motion was CARRIED unanimously.

Minutes approved:  Date 12/7/2022

Affordable Housing Advisory Committee (AHAC)
Meeting Minutes
Monday, August 8, 2022
7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Ms. Aneisha Nicholas called the meeting to order at 7:06 pm.

Members Present: Abner Clerveax
Betty Ferguson
Brian Bennett
Carolyn McNamara
David Cherry
Eric Power

City Staff Present: Aneisha Nicholas, Community Services Department
Vennillia Wyatt, Community Services Department
Amelia Jadoo, City Attorney's Office

Approval of Minutes

MOTION was made by Brian Bennett and seconded by Carolyn McNamara to approve the April 4, 2022 meeting minutes. The MOTION carried unanimously.

Staff Updates

AHAC Reappointments

Ms. Nicholas advised that the term for all AHAC members ends on September 30, 2022 and the City Clerk's Office will be sending out notifications for reappointments. Ms. Nicholas also advised that the current AHAC term limit is one year and asked if the committee would like to increase the term limit to 2 years instead.

MOTION was made by Brian Bennet and seconded by Betty Ferguson to increase the AHAC term limit to 2 years. The MOTION carried unanimously.

Fiscal Years 2022 – 2025 SHIP Local Housing Assistance Plan

Ms. Nicholas advised that the 2022 – 2025 SHIP Local Housing Assistance Plan was adopted by City Commission on April 19, 2022 and submitted to the Florida Housing Coalition in May 29, 2022.

The Fiscal Year 2022 – 2023 CDBG Action Plan

Ms. Nicholas advised the Fiscal Year 2022-2023 CDBG Annual Action Plan was adopted by City Commission on August 2, 2022 for submission to the U.S. Housing and Urban Development. The activities approved for funding include the following:

- Home Rehabilitations
- Purchase Assistance
- Senior Transportation
- Senior Health & Wellness
- Side-walk improvements
- Program Administration

Affordable Housing Program Maximum Subsidy Award

Ms. Nicholas reported that City Commission approved the AHAC recommended affordable housing program maximum subsidy award (low-income maximum award \$70,000; moderate-income \$40,000 for purchase assistance and home rehabilitation) on August 2, 2022.

Affordable Housing Program Status Report

Ms. Nicholas provided a status report for the affordable housing programs Fiscal Year 2022-2023 allocations:

- SHIP - an estimated \$833,309 is anticipated to be allocated as follows: \$640,000 Home Rehabilitation; \$110,000 Purchase Assistance; \$83,309 Program Administration.
- CDBG - an estimated \$659,000 is anticipated to be allocated as follows: \$272,787 Home Rehabilitation \$70,000 Purchase Assistance; \$150,000 Public Facilities; \$35,000 Public Service; \$131,947 Program Administration.
- HOME - an estimated \$230,781 is anticipated and will be allocated to the Purchase Assistance Program.

Old Business

Home Rehabilitation - Paint Program

Ms. Nicholas advised that the City would like to implement a paint program in two ways: (1) as part of the ongoing Home Rehabilitation Program based on the home inspector's findings about the condition of the paint; and, (2) as a small grant award for just paint improvements. Ms. Nicholas advised that this is only preliminary and additional information will be provided to the AHAC.

CDBG-CV Funding Reallocation

Ms. Nicholas advised that the City was awarded CDBG Coronavirus Relief Funds in Fiscal Year 2020 which was allocated as follows: Rental Assistance \$391,296.80; and, Utility Assistance \$325,000. To date, the City has expended an estimated 82% of Rental Assistance funds and 10% of Utility Assistance funds. Since 80% of CDBG-CV funds are required to be expended within three years of award, the City would like to reallocate the remaining balances (\$72,000 Rental Assistance; \$33,000 Utility Assistance) to another activity and is seeking public input.

The AHAC recommended the following:

Mr. Bennett suggested for the funds to be used to create a Mortgage Assistance Program.

Ms. Nicholas replied that she would look into program regulations to confirm whether or not the funds can be used for a Mortgage Assistance Program.

Ms. Nicholas advised that City staff are recommending to utilize funds for Economic Development Programs to provide job-readiness trainings and certifications to low-and-moderate income persons in the City that have been impacted by COVID-19 and for Public Service activities such as to purchase a bus for seniors and youth in the community.

MOTION was made by Brian Bennet and seconded by Carolyn McNamara to consider reallocating CDBG-CV funds from Rental and Utility Assistance, to Mortgage Assistance, Public Service, and Economic Development Programs.

The MOTION carried unanimously.

New Business

SHIP Annual Report

Ms. Nicholas reported that the 2019 - 2020 SHIP close-out report and interim reports for 2020 – 2021 and 2021 - 2022 are due to the Florida Housing Coalition on September 15, 2022. Ms. Nicholas informed the Committee that the City received an additional allocation of \$18,000 from SHIP due to unallocated disaster funding. Refer to attached presentation for detailed breakdown of funding.

AHAC Annual Report

Ms. Nicholas shared that the annual AHAC report is due to the Florida Housing Coalition by December 31, 2022. She discussed the following:

Key Role of AHAC

To prepare the AHAC Report and evaluate its implementation annually

AHAC Report

- Identifies incentive strategies and recommendations for adoption by the local government. *Recommendations should*
 - seek to remove regulatory barriers that limit the development or preservation of affordable housing or drive-up housing costs.
 - suggest policies that encourage the production of affordable housing.

AHAC Committee Actions can include:

- Modifying or repealing existing policies, procedures, regulations;
- Creating exceptions applicable to affordable housing; and
- Adopting new policies or amendments to the local comprehensive plan and corresponding regulations, ordinances, and other policies.

The AHAC specifically considered and evaluated the strategies set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k) listed below.

- (a) Expedited permitting
- (b) Fee waivers
- (c) Allowance of flexibility and density for affordable housing
- (d) Reservation of infrastructure capacity
- (e) Affordable accessory residential units
- (f) Parking and setbacks requirements
- (g) Flexible lot configurations
- (h) Modification of street requirements
- (i) Process of ongoing review
- (j) Public land inventory
- (k) Support of development near transportation hubs

Ms. Nicholas advised that the City has already implemented the incentives (a) expedited permitting, (i) process for ongoing review and (j) public land inventory as it relates to affordable housing.

The Committee reviewed and discussed the remaining incentives and recommended that City Commission should consider the following for adoption: Incentives c, d, e, g, and k.

MOTION was made by Brian Bennet and seconded by Betty Ferguson for the City Commission to consider adoption of incentives c, d, e, g, and k and maintain incentives a, i, and j. The MOTION carried unanimously.

Comprehensive Plan Housing Element Amendment

Mr. Power gave a presentation on the Comprehensive Plan Housing element. See detailed presentation attached.

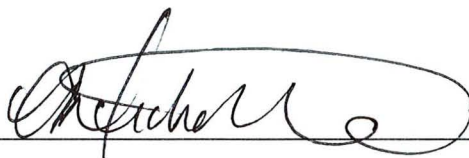
Board Updates: None

Public Comments: None

Adjournment

The meeting was adjourned at 8:44 pm.

Minutes
approved



Date

11/14/22

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
October 6, 2022
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
Joe Chancy, Alternate
William Lane

Also Present: Chris Suneson, Assistant Director of Planning & Development Services
Bonnie Jacobson, Senior Planner
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Ms. Balaun and seconded by Mr. Lane to approve the minutes of September 1, 2022. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2022-091: APPLICATION 15-B1-201 REV.1 (PROJECT NAME: MIAMI GRILL)**

Applicant: **K & S HILLSBORO LLC**

Proposal: Major Site Plan application seeking approval to construct a 1,129 square foot drive-thru restaurant and associated site improvements.

Location: The property is generally described as LOT 1, LESS THE E 25 FT. THEREOF FOR ROAD R-O-W, LOTS 3 & 4, BLOCK 1, "GROVE INDUSTRIAL CENTER," PLAT BOOK 59-47 OF THE PUBLIC RECORDS OF BROWARD COUNTY LESS THE S 7 FT FOR R-O-W, **and located at 259, 263, 273 W Hillsboro Blvd.**

SUMMARY BACKGROUND/EXPLANATION

The Applicant, K & S Hillsboro LLC, is seeking major site plan approval to construct a 1,129 square foot drive-thru restaurant and associated site improvements, on the vacant portion of a .9 acres site which is currently developed with a Dunkin Donuts drive-thru restaurant, on the west side of the property. The site also includes a joint access drive, trash enclosure area and a row of parking spaces on the northern portion of the site.

The applicant intends to develop the site with a Miami Grill double-order drive-thru restaurant with a walk-up window with no indoor seating. Two (2) outdoor tables are provided at the southwest side of the site. In addition, the applicant is modifying the overall site plan to include handicapped access to the restaurant from the northern parking spaces and has realigned the driveway to the Dunkin Donuts portion of the site to allow for better traffic flow through both restaurants and drive-thru lanes.

A traffic impact analysis was provided with an estimated daily trip generation of 2,056 trips a day which meets the Deerfield Beach concurrency requirements. The net increase in peak traffic is estimated at 217 trips.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On July 27, 2022, the item was heard and approved by the Community Appearance Board, with a stipulation for changes to the species of Crepe Myrtles on the landscape plan.

Bonnie Jacobson, Senior Planner, provided a brief overview of the item. Thereafter, she displayed a photograph of the proposed site. She stated that an extensive traffic study was performed to ensure a seamless traffic flow.

Kristen DiPierro, Thomas Engineering Group, 6300 NW 31st Avenue, Fort Lauderdale, representing the applicant. She said the building is approximately 1,100 square feet and will consist of a double drive-thru to increase stacking, outdoor seating area and pedestrian connection to Hillsboro Boulevard; whereas, staff recommended moving the east/west drive aisle north to provide more stacking, which the applicant complied too. Thereafter, the site plan was displayed. Ms. DiPierro said the site can be accessed through Hillsboro Boulevard or NW 2nd Terrace, and the parking will be reconfigured to accommodate handicap parking. She said most

of the site is landscaped but per the Community Appearance Board's request, trees currently on the property will be removed and replaced with city approved trees. Thereafter, photographs of the floor plan and elevations were displayed. Ms. DiPierro reiterated there will be no indoor seating and located inside is the kitchen, utility area, cooler, restroom for public use, and an exterior door. There is also a walk-up window on the west elevation where people can order. Lastly, various renderings of the proposed site were displayed.

In response to Chair Plaut's question, Evan Friedman, Executive Vice President of Miami Grill, replied that the hours of operation will be dependent upon the area, but will consist of lunch, dinner, and late night.

In response to Chair Plaut's question, Ms. DiPierro replied that the two (2) double drive-thru lanes are located on the south side of the building which is near Hillsboro, and the parking is on the north side, so people walking up to order food will not have to cross the drive-thru lanes.

Chair Plaut opened the public hearing.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to close the public hearing. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2022-091: Application 15-B1-201 REV. 1. The motion CARRIED by unanimous vote.

P.H. 2022-092: APPLICATION 21-B1-209 (PROJECT NAME: 3311 W HILLSBORO BLVD. JV LLC)

Applicant: **3311 W HILLSBORO BOULEVARD JV LLC**

Proposal: Major site plan application seeking to demolish an existing bank and construct a 7,484 square foot restaurant/retail building.

Location: The property is generally described as DEER CREEK BANK 108-14 B PT OF PAR A DESC AS COMM AT NW COR OF PAR B, SLY 343, ELY 150 TO POB, CONT ELY 200, NELY 42.43, NLY 110 TO P/C, NELY 103.41, WLY 180.29, SWLY 115.47, SLY 143 TO POB AKA: PARCEL 1 (OR 14117 PG 174), **and located at 3311 W Hillsboro Blvd.**

SUMMARY BACKGROUND/EXPLANATION

The project site is located at the northwest corner of West Hillsboro and Deer Creek Country Club Boulevards and is currently developed with a vacant drive-thru bank facility. The applicant intends to demolish the bank and construct a three-tenant retail building consisting of two casual restaurants and a medical office. The restaurants will be placed at the east and west ends of the building and the medical office space in the center. The restaurant at the west side of the building will be a Chipotle restaurant with a drive-thru facility for pick-up only. All menu items shall be pre-ordered prior to pick up. The restaurant on the west side will be a Panda Express. Two outdoor seating areas are proposed in the front of each restaurant.

A traffic impact analysis was provided with an estimated increase in traffic of 194 trips per day, which meets the Deerfield Beach concurrency requirements. The site meets all setback, bulk, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

The item was heard by the Community Appearance Board on July 27, 2022 and August 24, 2022. The Community Appearance Board requested the building materials be of colors that blend with the surrounding architecture, and that additional landscape screening at the northeast corner of the site be provided, to better screen the dumpster. The applicant revised the plans accordingly and the application was approved by the Community Appearance Board on August 24, 2022.

Bonnie Jacobson, Senior Planner, provided a brief overview of the item.

Mike Troxell, Thomas Engineering Group, 6300 NW 31st Avenue, Fort Lauderdale, representing the applicant. He then highlighted the logistics of the site plan application: located on the NW corner of Hillsboro Boulevard and Deer Creek Country Club Boulevard; two (2) restaurants with a medical facility in between. The restaurant on the westside of the building will have a pickup window for preorders with three (3) parking spaces for patrons, 66 parking spaces provided, 200 square feet of outdoor seating on each end, enclosed by railing, and dumpster location on the north side of the property. Thereafter, the site plan was displayed, which outlined landscaping, buffering, etc. Mr. Troxell said the Community Appearance Board recommended that tan and earth stoned colors be used, which the applicant complied. Lastly, various photographs of the elevations were displayed.

In response to Chair Plaut's questions, Ms. Jacobson replied that the Pioneer Grove standards are not required in this area. Thereafter, she displayed photographs of other businesses within the area that exhibit similar colors recommended by the Community Appearance Board.

In response to Chair Plaut's question, Ryan Mihalish, 1200 NW 17th Avenue, Suite 15, Delray Beach, replied that there are currently no tenants for the medical portion.

In response to Ms. Balun's question, Mr. Troxell replied that both restaurants will have indoor seating.

Chair Plaut opened the public hearing.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to close the public hearing. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2022-092: Application 21-B1-209. The motion CARRIED by unanimous vote.

P.H. 2022-093: APPLICATION 22-R-197 (PROJECT NAME: 2001 W SAMPLE RD.)

Applicant: **SAMPLE EXECUTIVE CENTER LLC**

Proposal: Rezoning application seeking approval to rezone the subject parcel from M3c (Intense Manufacturing & Industrial) to B-2 (Business Highway).

Location: The property is generally described SUMCOT EXECUTIVE PLAZA 119-33 B PART OF PARCEL A, and located at 2001 W Sample Rd.

SUMMARY BACKGROUND/EXPLANATION

The applicant, Sample Executive Center LLC is requesting to rezone a 2.97-acre parcel with an existing four-story office building to allow for inclusion of medical offices. The site currently houses a cosmetology, and English school and general offices. Medical offices are not a permitted use in the current zoning district of M3c Intense Industrial Use. Therefore, the applicant wishes to rezone the property to the B-2 Commercial District.

The site is located in an area of the City where the property was annexed to the City from Broward County and the Broward County zoning designations were retained at the time of annexation. The annexation agreement indicates that the zoning and land use categories could not be changed without a majority of the governing body.

The property is proposed to be rezoned through the Industrial to Commercial flex option allowed by Broward County. The County allows for the rezoning of up to 20% of Industrial use to Commercial use, without requiring a land use amendment. Based on the recent acreage compilation for the 2021 Comprehensive Plan update, there are 981.01 acres of Industrial land in the City. The total acreage available for flex is 196.202 acres. To date, only 25.54 acres in the City have been rezoned to commercial use. The proposed development is 2.97 acres, so if the development is approved, there would still be 167.692 additional acres to flex to commercial use from Industrial.

The proposed rezoning is also consistent with the City's goal to rezone the County-zoned property to the appropriate Deerfield Beach zoning classifications.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

Bonnie Jacobson, Senior Planner, provided a brief overview of the item, whereby, the applicant is requesting to rezone the property from M3c to B-2.

Anthony Soroka, City Attorney, stated that many of the areas incorporated into the City, from Broward County, remained under the County's zoning district, i.e. M3c; nevertheless, the City has been working on transitioning from the County to the City zoning districts.

Thereafter, Ms. Jacobson continued outlining the item, which is in the summary background/explanation above.

Robert Sherman, 1660 SW 3rd Court, Boca Raton, representing the applicant. He stated that the applicant will not be removing or changing the building, but improvements will be made to be consistent with the City's zoning district. Further, he said the proposed district, B-2, will allow for more uses, i.e. medical offices. Thereafter, the site plan was displayed, which outlined the existing four-story building that is over parked. Upon approval of the rezoning, the applicant will bring forward site modifications, which will be minor, i.e. landscaping, beautification to comply with the new zoning district.

Chair Plaut opened the public hearing.

Motion was made by Ms. Balaun and seconded by Ms. Beckford to close the public hearing. The motion CARRIED by unanimous vote.

In response to Chair Plaut's question, Mr. Sherman replied that the building is up to code; however, serious improvements will be made based on the facility's new uses.

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve P.H. 2022-093: Application 22-R-197. The motion CARRIED by unanimous vote.

P.H. 2022-094: APPLICATION 22-CIE-13 (PROJECT NAME: CIE UPDATE)

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Annual update to the Capital Improvement Element (CIE) of the City of Deerfield Beach's Comprehensive Plan revising the Five-Year Schedule of Capital Improvements and associated tables in order to update the CIE in accordance with Section 163.3177 Florida Statutes.

Chris Suneson, Assistant Director of Planning & Development Services, explained that the CIE is a requirement of the Comprehensive Plan and the City is required to update the plan annually to reflect the Capital Improvement Plan that is approved with the budget.

In response to Chair Plaut's question, Mr. Suneson replied that the County is not involved with this process, this is a State requirement, which must be done by each municipality.

Chair Plaut opened the public hearing.

Motion was made by Ms. Balaun and seconded by Ms. Beckford to close the public hearing. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve P.H. 2022-094: Application 22-CIE-13. The motion CARRIED by unanimous vote.

STAFF REPORT

November Meeting - Chris Suneson, Assistant Director of Planning & Development Services, stated that there will be a meeting in November.

CHAIRMAN'S REPORT

10th Street Connector Project - Chair Plaut provided a brief overview of the project. He advised that a timeline has been established, which he outlined.

Thereafter, was a brief discussion of the traffic this project will generate.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Beckford and seconded by Ms. Balaun to adjourn the meeting at 7:51 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings are located at
Doubletree Hotel, Hillsboro Blvd., Deerfield Beach, FL.

Minutes of the meeting held on August 29, 2022

Trustees Present:

Robert Weech, Chairman
Stephen Hill, Trustee
Jonathan Campbell, Trustee
Bruce Young, Trustee

Trustees Not Present:

Dan Frazer, Trustee

Also in Attendance:

Rachel Carey – Eaton Vance
Burgess Chambers, Burgess Chambers & Associates
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
John Johnson, Eagle Capital Management
Richelle Levy, Lorium Law, Fund Counsel
Chad Little, Freiman Little Actuaries
Douglas Roger – Eaton Vance
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.

The Chairman called the meeting to order at 8:41 A.M.

TRUSTEE COMMENTS

Trustees expressed they were happy to be back to meetings in person. This concluded Trustee comments.

INVESTMENT

Eagle Capital Management – John Johnson

Mr. Johnson thanked the Board for allowing him to report to them. He reminded the Trustees that they began with Eagle Capital in 2020 which was not the best year, however, 2021 was better. He discussed the current market situations that have affected their portfolio. The Chairman asked for the results to date, Mr. Johnson responded that as of July 2022 the S&P was down 10% and Eagle Capital was down 15%. The Chairman asked how his firm is looking to improve the performance. Mr. Johnson responded that they have seen these business cycles where the results go up and down and over time they have always come back. The Chairman asked what are Eagle's philosophies and why their philosophies missed the mark?

Mr. Johnson responded that their philosophy is to find good companies today at reasonable prices that will be stronger and better five years out from now. Mr. Johnson discussed in detail a few highlights of the managers in the portfolio and explained the reasons those managers did not fair well.

The Chairman asked Mr. Johnson to confirm his understanding and asked if the following statement was correct: Eagles philosophy is that as long as there are uncertainties they will be affected by those uncertainties because Eagle will not change the course of their investment philosophies, however, when the recovery happens, Eagle will have better results. Mr. Johnson responded affirmative.

The Chairman asked Mr. Johnson to explain why they should stay with the fund. Mr. Johnson responded that they believe they have the strongest portfolio for a long term investment. They believe in their constant contact with the management of companies that they own. They are a small enough firm that get

the attention of big companies. When they evaluate a company all eight members of the investment team will look at the company and make a decision. They are not buying stocks they are buying companies.

Mr. Chambers asked Mr. Johnson why they are staying where they are at and not changing the methodology based on current market situations. Mr. Johnson responded that they are staying true to what they believe.

The Chairman and Trustees discussed further the information presented by Mr. Johnson. The Chairman asked Mr. Chambers if he feels the Plan at this time is properly placed with Eagle Capital, Mr. Chambers responded that typically the portfolio will not always work well at all times and if it did, it will all fail at the same time. He further added that as long as the portfolio has equities it will lose money in a down market, however, the fact that the portfolio is well diversified helps the underperformance of those other managers.

Mr. Chambers advised the Board that his recommendation is to keep an eye on Eagle Capital.

Eaton Vance – Douglas Roger and Rachel Carey

Mr. Roger discussed the Deerfield Firefighters Q2 2022. He discussed in detail the under and overweight results of their investments for example, Apple, Microsoft Google, etc.

The Chairman asked Mr. Roger in what market environment will they do better. Mr. Roger responded that he believes in a more aggressive growth type market they should do better. Mr. Chambers asked Mr. Rogers when he thought the underperformance of the portfolio stop. Mr. Rogers responded that he believes they are actually well positioned right now.

Mr. Chambers commented that they have a new parent company Morgan Stanley and asked if the acquisition of their firm affected their performance adversely? Ms. Carey responded that they really liked their strategies and said they were not going to change anything. The equity team, fixed income are all the same, the heads of the groups as well. They want Eaton Vance continue doing the same functions.

Mr. Chambers asked how this merger is going to help them. Mr. Rogers responded that it would help them in terms of resources due to being a broader firm and will open other investment avenues.

The Chairman asked Mr. Rogers to explain how he feels they are well positioned after stating that the overall economy is not going to grow. Mr. Rogers responded that there are companies that can still grow through this stagnant economy. Their goal certainly is not to grow with the economy their goal is to grow much faster than the economy with companies that can perform in a stagnant economy, for example Intuit also known as Quick Books and Turbo Tax.

The Chairman asked them to give them reason why they should continue to stay the course with Eaton Vance. Mr. Rogers responded that their investment process is still the same. They are looking for good long-term holdings that follow the growth outlier of their framework. He further added that as a new Partner Manager he as well is committed and understands the importance of this money to the pension fund and does not take their responsibility lightly.

Mr. Chambers advised Mr. Rogers that he will be in Boston in October and would like to come visit them.

The Board discussed in more detail the presentation from Eaton Vance and asked Mr. Chambers what his thoughts and recommendations were. Mr. Chambers advised the Board that based on the current market situation affecting all investment managers he will still keep an eye on this manager and report back to the Board at the next meeting.

Burgess Chambers & Associates, Inc. – Burgess Chambers

Mr. Chambers discussed in detail the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending June 30, 2022.

Following are a few highlights of the Investment Summary Report results for the following periods:

For the Quarter, the Trust was down \$13.8 million or -9.1% net;
For the one year, the Trust earned \$14.3 million or -9.5% net (top 41st percentile);
For the three-year, the Trust earned \$28.8 million or +7.6% net (top 10th percentile);
For the five-year, the Fund earned \$42.2 million, on average, +7.0% net (top 15th percentile)

Trustee Hill asked Mr. Chambers if he is making any recommendations today, Mr. Chambers responded that as of June they are underweight on Equities, International, Convertibles, Private Real Estate and Bonds and feels that right now is best to stay the course.

The Chairman asked the Trustees if they would like to see a presentation from the International Manager or any other Manager. Mr. Chambers suggested to have American Core present at the next meeting.

Mr. Chambers advised the Board that at this time he does not recommend getting out of International and discuss further at the next meeting. He does not believe the timing to get out is now.

There being no further questions, this concluded the investment report.

MINUTES

The Chairman asked if anyone had any questions, regarding the minutes of the meeting held on June 6, 2022, there being no questions

A motion made by Trustee Young seconded by Trustee Hill to approve the meeting minutes held on June 6, 2022 motion passed unanimously.

ACTUARY

Mr. Little advised the Board that he had a conversation with Mr. Rodney Brimlow, the new Public Safety Director with the City. Ms. Levy advised the Board that Mr. Brimlow is now responsible for handling the City contribution and that it is no longer handled by the City's Finance Department. Mr. Little added that since this is new to the department, they have had some learning to do with respect to pensions.

Mr. Little reported that he received a letter from the State Auditor asking to address the 19% increase in the required contribution. This increase was a result of changing the assumed rate of return last year. The Auditor further added that they felt the assumed rate of return was high and should continue to be lowered. Mr. Little explained to the Auditor that the Board has been making gradual reductions year after year. He advised the Board that he has made himself available to both the auditor and Mr. Brimlow should they have any questions. Mr. Little feels the auditor was satisfied with the discussion.

Mr. Little discussed how the 20% smoothing affects the bottom line. Mr. Little added that due to this year's losses thus far he anticipates that this will have an effect on the required contributions.

The next item Mr. Little discussed was the State money for this year, and he advised the amount is \$554,221.00 of which leaves \$433,000 that would be sent to the State. He reminded the Board that the State sends to the State Educational Trust Fund and they keep the amount they need to fund their operations and the remaining amount is sent back to the plan. The valuation last year anticipated \$557,000 which is about \$3,000 less than anticipated and will have to see if the plan gets anything back from the State and if a slight adjustment is required.

The Chairman expressed the hopes that with this change the City would be more involved with the Board.

This concluded the actuary report.

OLD BUSINESS

None

PUBLIC FORUM

None

NEW BUSINESS

None

ATTORNEY'S REPORT

Ms. Levy advised the Board that she completed the Bloomfield side letter signed by both the Chairman and the Secretary. Ms. Levy reported that she had a separate meeting with Bloomfield at the FPPTA conference. A few of the issues she had with Bloomfield were pertaining a provision in the side letter called Commitment Rollover. Ms. Levy explained the process of the Commitment Rollover provisions.

The Chairman asked the amount of investment, Ms. Levy responded that the Board had discussed 5% of the assets and that originally it was going to be \$7M but would be \$5M as a result of the negative investment returns. Ms. Levy advised the Board that as a result of Mr. Chambers' very hard negotiations and his business volume, Bloomfield agreed to lower the management fee.

Ms. Levy reported that the other items of the side letter she focused on were pertaining public disclosure and public records, and indemnity. She added that Bloomfield agreed to her proposed language on those items. The other item pertained to confidentiality. They had provisions requiring to keep this side letter confidential. Ms. Levy advised them of the plans position in this respect and they accepted.

The next item Ms. Levy discussed was that she had the Travel Policy signed today. The travel policy was discussed and approved in previous meetings but had not been signed.

The next item Ms. Levy discussed were two ordinances which she has given to Mr. Little to review. She further added that she does not think either one of these ordinances will have an actuarial impact.

The ordinance amending section 54-271; section (a) pertains to Trustee terms changing from two years to four years. The ordinance amending section 54-309, section (c) pertains to the Secure Act which changes the required minimum distribution from 701/2 to 72. Members will be required to make a distribution from their DROP account upon attaining 72. Mr. Little advised the Board that currently they do have a member who is already receiving a distribution based on the 701/2 previous ordinance. These ordinances once reviewed by Mr. Little, will be sent to the City and the City will forward to City Commission. The Chairman asked why an actuarial impact statement required. Ms. Levy responded that any time there is an ordinance, an actuarial impact statement is required even though it does not have an actuarial impact. That is referred to as a letter of no impact.

The Chairman asked Mr. Little to prepare an actuarial impact statement to compare the time in the DROP from five years to seven years. Mr. Little responded he would proceed accordingly.

The next item Ms. Levy discussed was her concern with Fifth Third. She advised the Board that Ms. Kimberly Kutlenios is no longer with Fifth Third, they have a new representative. Her concerns are that Fifth Third have very specific rules to matters that require a call back. They insist in calling a Trustee for those call back matters and they do not have the ability to give a prior notice. When they are not able to reach the Trustee then that stalls the process of the transfer. Ms. Levy feels that Fifth Third is not consistent with their procedures.

Mr. Falcon agreed with Ms. Levy's comments and reiterated that there are inconsistencies in their procedures which makes it difficult at times to complete certain tasks. Mr. Little advised the Board that in the beginning it was challenging but so far they have been able to work around it and if the Board wishes to make a change they will work with the Board.

Mr. Chambers suggested inviting the new representative to attend the meeting for the purposes of making them aware of the situation at hand.

Ms. Levy reminded the Trustees of the FPPTA upcoming school conference in October and the State conference in Tallahassee which occurs twice a year.

This concluded the attorneys' report.

ADMINISTRATOR

Mr. Falcon asked the Board to review the disbursements prepared for City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications for the period 6/1/2022-8/15/2022 for \$97,993.41,

A motion made by Trustee Young seconded by Trustee Hill to approve the City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications as mentioned above motion passed unanimously.

The next item Mr. Falcon discussed was the annual enrollment fee associated with NCPERS in order for Trustees to attend their conferences. Mr. Falcon advised the Board that other pension trustees attend their conferences offer very positive comments and they offer new ideas, the following motion was made,

A motion made by Trustee Young seconded by Trustee Hill to approve the joining annual fee associated with NCPERS as stated above motion passed unanimously.

Mr. Falcon discussed in detail the Deerfield Beach Municipal Firefighters Pension Trust Fund Budget FYE 9/30/2023 budget,

A motion made by Trustee Hill seconded by Trustee Young to approve the budget as presented above motion passed unanimously.

The Chairman pointed out that the legal fees have not been increased for a while and asked if is time for the legal fees to be reviewed. Ms. Levy confirmed that the last time the legal fees were increase was in 2017. The Chairman directed the administrator to give a comparison of the fees charged by other firms.

The next item Mr. Falcon discussed was the engagement letter for the upcoming audit from KSDT. Mr. Falcon advised the Board that the counsel has reviewed the Engagement Letter from KSDT dated June 24, 2022 and it would require the Chairman's signature in order to move forward with the audit for fiscal year ending 2022. Mr. Falcon advised the Board that the fees quoted are very reasonable for a client this size. The Chairman asked if the reasonableness of the fees affect the performance or extent of the audit, Mr. Falcon responded that the fees does not have an impact on the services they offer. Ms. Levy advised the Board that she spoke with Mr. Leventhal from KSDT who informed her that this Board was grandfathered in from when Steve Gordon use to be the auditor and at that time they had a very low price which KSDT is increasing incrementally.

A motion made by Trustee Young seconded by Trustee Hill to authorize the Chairman to sign the engagement letter as stated above motion passed unanimously.

This concluded the Administrator's report.

ADJOURN

The Board scheduled the next regular pension meeting for **December 5, 2022, at 8:30 A.M.**

There being no further business to discuss,

A motion was made by Trustee Hill, seconded by Trustee Campbell and unanimously passed to adjourn the meeting at 11:10 a.m.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 31, 2022

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Bernard Pita, Code Compliance Director
Silvio Baca, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Shariann Pearson, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	22090110	REALTY INCOME PROPERTIES INC ATTN: PM DEPT 1058	3801 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-30-2022 \$100 PER DAY \$80 PROSECUTION COST
2	22090111	LJB1 LLC %NEAL PROPERTY MANAGEMENT	3825 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-5. (b) - Permits. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 12-13-2022
3	22090125	2 FOR 2 LLC	3300 SW 11 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - FRANK BUCHANAN FINAL ORDER ISSUED COMPLY BY 1-6-2023 100 PER DAY \$80 PROSECUTION COST
4	22090133	BROWARD MEDICAL CENTER PA	824 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-30-2022 \$100 PER DAY \$80 PROSECUTION COST

5	22080178	FRANCESCO L LO FRIA REV LIV TR AUDENZIA LO FRIA REV LIV TR ETAL/BTR	231 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-30-2022 \$100 PER DAY \$80 PROSECUTION COST
7	22070019	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP/PERMITS	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-30-2022 \$100 PER DAY \$80 PROSECUTION COST
8	22080163	SHOON PROPERTIES LLC	261 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 102 - SIGNS Section 102-7. (24) - Certain sign or sign structures prohibited. Chapter 46 – OFFENSES Section 46- 13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-105. - Outdoor seating. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- ZAREH TIRINKIA EXTENDED TO 11-30-2022

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L)(2) - Landscape Requirements.	
9	22070200	1324-1330 W NEWPORT CENTER DRIVE LLC	1324 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS 10-28-2022 FOR \$100 PER DAY PER VIOLATION
10	22010111	42 DIXIE LLC	4291 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS 10-28-2022 FOR \$100 PER DAY PER VIOLATION
11	22030103	RMB HOLDINGS LLC	3400 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS 10-28-2022 FOR \$100 PER DAY PER VIOLATION
12	22030261	1642 LLC	1624 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT- ALEX LIVELLI CASE DISMISSED

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
28	22080067-28-39	BARQUEIRO LAND TR BARQUEIRO,RAUL JOSE M TRSTEE	664 SE 20 AVE, UNIT 26, DEERFIELD BEACH, FL 33441 26	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
40	22090188	GROSSO,CHRISTOPHER	243 DURHAM F, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (k) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-30-2022 \$100 PER DAY \$80 PROSECUTION COST
41	22080117-41-48	BOMTEMPO,JULIO M /HOA COST	1061 NW 45 ST, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- TOM MAGALETTA FINES IMPOSED AS OF 10-28-2022 FOR \$250 PER DAY
49	22080128	BAROCH LIMITED PARTNERSHIP	4772 NW 7 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				ENFORCEMENT Section 98-113(a) Building permits	
50	22080129	GUNDLACH,WILLIAM	2041 NE 2 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-28- 2022 FOR \$250 PER DAY
51	22080130/c m/cost	HALBA LLC	325 SE 15 TER, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
52	22080131/c m/cost	FOSTER,JOHN L FOSTER,VICKI L	827 SE 1 WAY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
53	22050014	YAHAV PROPERTIES LLC	2001 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- AL ALVAREZ EXTENDED TO 11-30-2022
54	22090148	SCHAFER,ALAN	717 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONENT WAS PRESENT- ALAN SCHAFER CONTINUED TO 12-13-2022
55	22080180	ROGOWSKI HOLDINGS LLC.	4333 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT

				REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	CERTIFIED WITH \$80 PROSECUTION COST
56	22090163	OCEAN BLEU DEVELOPMENT LLC	341 N DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CONTINUED TO 11-16-2022
57	22100009	DOLL, WILLIAM J	1945 NE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (1) - General interior maintenance requirements.	RESPONDENTS WERE PRESENT- WILLIAM J DOLL AMY MORRIS STEVE KANT

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (1) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (2) (a) - General interior maintenance requirements. Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (b) - General interior maintenance requirements.	FINAL ORDER ISSUED COMPLY BY 11-30-2022 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
60	22090001-60-161	GEM DEERFIELD GARDENS	5350 NE 5 TER, UNIT 5209, DEERFIELD BEACH, FL 33064 5209	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- CLAUDIA MIRANDA FINAL ORDER ISSUED COMPLY BY 2-3-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
163	22090129	NARIMISA, CYRUS MICHELE ISSA REV TR	1310 SW 11 AVE, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- CYRUS NARIMISA FINAL ORDER ISSUED COMPLY BY 11-30-2022 \$100 PER DAY \$80 PROSECUTION COST

166	22080162	JB & A REALTY LLC/LANDSCAPE	1031 SW 11 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 11-30-2022
167	21010139- 167 -224	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 2-3-2023
226	22100018	BAYLISS, JOHN M	1558 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-20- 2022 FOR \$250 PER DAY \$80 PROSECUTION COST
227	22070199	T & N PROPERTIES INC	71 SE 10 ST, DEERFIELD BEACH	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 11-16-2022
A	22060014	ROMEUS,BERTEAU	4406 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT VACATED FINAL ORDER

				REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
B	21070541	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 102 - SIGNS Section 102- 14. (b) - Maintenance, violations, enforcement and remedies. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GENE SIMMONS FINES MITIGATED FOR \$580 TO BE PAID IN FULL BY 12-14-2022
C	22060032	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- GENE SIMMONS FINES MITIGATED FOR \$580 TO BE PAID IN FULL BY 12-14-2022
D	04-190	DELLY, SILMENE%INT EA DORISCA, MADELE/HEART FULLY YOURS HOME LLC	1460 SW 3 TER, DEERFIELD BEACH, FL 33441	98-113 BUILDING PERMITS REQUIRED	RESPONDENT NOT PRESENT ISSUED ORDER TO RELEASE LIEN
E	18040020	JOHN & CAROL FOSTER/LIBRARY 20-22 LLC	20 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENTS WERE PRESENT- JOHN AND CAROL FOSTER FINES MITIGATED FOR \$7,580 TO BE PAID IN FULL BY 04-07- 2023

F	14-2869	JOHN & CAROL FOSTER/CUMBERLAND 420-426 LLC	420-426 SE 13 AVE, DEERFIELD BEACH, FL 33441	Property Maintenance	RESPONDENTS WERE PRESENT- JOHN AND CAROL FOSTER FINES MITIGATED FOR \$7,580 TO BE PAID IN FULL BY 04-07- 2023
G	20010070	PENNELL,DAVID	1100 SE 4 AVE UNIT 28	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINAL ORDER FINES VACATED \$80 PROSECUTION COST TO BE PAID BY 11-16-2022

				REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
H	22080112	PRECISION ALIMINUM PROD INC	1325 SW 1 WAY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT VACATED THE IMPOSITION OF FINE AND CLAIM OF LIEN

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date



Regular City Commission Meeting - January 10, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, January 10, 2023, 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 January 10, 2023, 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 January 10, 2023 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 January 10, 2023.
 - i.** Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87247548518?pwd=blxNQlB2U1BjZmNpdzNieVBwVVFVZz09>
 - 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: 872 4754 8518#, Participant ID: #, Passcode: 578361#

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 January 10, 2023, 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. 2022-1684

Agenda Date: 1/10/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-029: Application 21-P-230

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted an application requesting approval to amend the plat note restriction found in Official Records Book 44008 Page 646 which restricts Tract "A" to the following:

THIS PLAT IS RESTRICTED TO A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) AS DEFINED BY THE BROWARD COUNTY LAND USE PLAN AND AN EXISTING 16,000 SQUARE FOOT YOUTH AUTOMOTIVE TRAINING FACILITY. THE SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) CONTAINS 312 SLEEPING ROOMS (156 DWELLING UNIT EQUIVALENTS) WHICH INCLUDES AN EXISTING MANAGER'S UNIT.

The proposed plat note amendment will now include:

THE SPECIAL RESIDENTIAL FACILITY IS FURTHER RESTRICTED TO PERSONS 62 YEARS OF AGE OR OLDER WITH A TOTAL FAMILY INCOME OF EIGHTY (80) PERCENT OR LESS OF THE MEDIAN INCOME OF BROWARD COUNTY ACCORDING TO THE CURRENT STANDARD OF METROPOLITAN STATISTICS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

The applicant has also submitted a Major Site Plan Application (21-RM15-65) to redevelop a retention area and existing parking lot to construct a new 62 mid-rise unit (apartments) with associated site improvements.

The approval of this plat is part of the required building approval process. Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission and recorded in the public records. The County requires approval from the City as part of their approval process for the plat.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On December 6, 2022 the item was heard and approved by the Planning & Zoning Board.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PLAT APPLICATION SUBMITTED BY B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO AMEND THE PLAT NOTE FOR THE 4.2 ACRE SITE LOCATED AT 255 SW 3RD AVENUE, WITHIN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT, TO RESTRICT RESIDENTS TO A MINIMUM OF 62 YEARS IN AGE WITH A TOTAL FAMILY INCOME OF 80% OR LESS OF THE MEDIAN BROWARD COUNTY INCOME (APPLICATION NO. 21-P-230); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-P-230 (the "Plat Application") has been submitted to the City by B'nai B'rith Apartments of Deerfield Beach II, Inc. (the "Applicant") to amend the plat note for the 4.2 acre parcel located at 255 SW 3rd Avenue, within the RM-15 Residence Multifamily Zoning District, to restrict residents to a minimum of 62 years in age with a total family income of 80% or less of the median Broward County (the "Development"); and

WHEREAS, the site for the Development is approximately 4.2 net acres legally described as a portion of Tract "A" of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida (the "Property"); and

WHEREAS, the Plat Application is being processed concurrently with a Major Site Plan Application (21-RM15-65) to redevelop a retention area and existing parking lot to construct a new 62 mid-rise unit apartment building with associated site improvements on the Property; and

WHEREAS, the proposed apartment building would be the fourth building on the Property, with all units being affordable senior living units; and

WHEREAS, the Plat Application for the Development was reviewed by pertinent City staff and recommended for approval by the Planning & Zoning Board on December 1, 2022; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the Plat Application meets all departmental and Land Development Code requirements and finds it in the best interest of the City to approve the Plat Application.

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 Plat Application is hereby approved, subject to the conditions set forth in the Plat Application and the Development Review Comments, as amended and dated November 11, 2022, which conditions are hereby incorporated herein by this reference.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. 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 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING THE PLAT APPLICATION SUBMITTED BY B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO AMEND THE PLAT NOTE FOR THE 4.2 ACRE SITE LOCATED AT 255 SW 3RD AVENUE, WITHIN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT, TO RESTRICT RESIDENTS TO A MINIMUM OF 62 YEARS IN AGE WITH A TOTAL FAMILY INCOME OF 80% OR LESS OF THE MEDIAN BROWARD COUNTY INCOME (APPLICATION NO. 21-P-230); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-P-230 (the "Plat Application") has been submitted to the City by B'nai B'rith Apartments of Deerfield Beach II, Inc. (the "Applicant") to amend the plat note for the 4.2 acre parcel located at 255 SW 3rd Avenue, within the RM-15 Residence Multifamily Zoning District, to restrict residents to a minimum of 62 years in age with a total family income of 80% or less of the median Broward County (the "Development"); and

WHEREAS, the site for the Development is approximately 4.2 net acres legally described as a portion of Tract "A" of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida (the "Property"); and

WHEREAS, has reviewed the Plat Application and finds that the Plat Application fails to satisfy the requirements of _____.

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 Plat Application is hereby denied based upon the failure to meet the requirements of _____.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 4. 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 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

December 30, 2022

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2023-029: Application: 21-P-230

Applicant: **B’Nai B’Rith Deerfield Beach II, Inc.**

Proposal: Request to amend the plat note restriction to restrict residents to a minimum of 62 years in age with a total family income of 80% of median Broward County income.

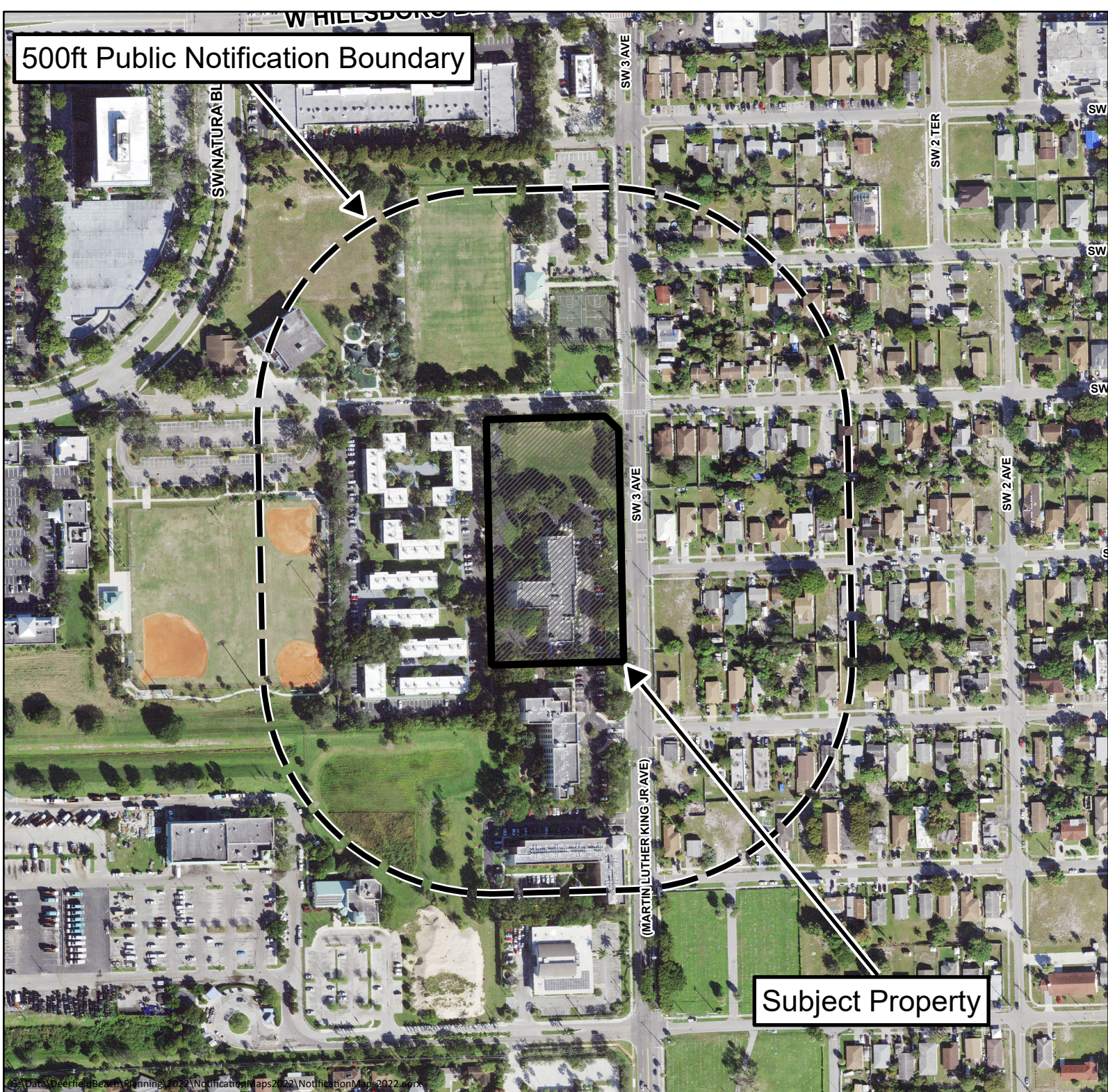
Location: The property is generally described as a portion of Tract “A” of Plat 128 Page 46, **and located at 255 SW 3rd Avenue.**

A public hearing will be held on **TUESDAY, JANUARY 10, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing 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.

Samantha Gillyard, CMC, City Clerk



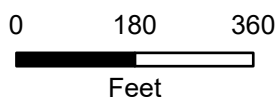
Public Hearing Notice Map

Site Plan Application No. 21-RM15-65

Plat Application No. 21-P-230

255 SW 3 AVE

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas



Department Comments & Requirements



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	21-P-230
Project Name:	B'nai B'rith of Deerfield Beach Phase IV
Applicant:	KEITH
Agent:	B'nai B'rith of Deerfield Beach II Inc.,
Requested Action/Description:	Request to amend the plat note restriction to restrict residents to a minimum of 62 years in age with a total family income of 80% of median Broward County income.
Location:	255 SW 3 rd Avenue
Legal Description:	The property is generally described as a portion of Tract "A" of Plat 128 Page 46
Size:	4.2 net acres (185,657 square feet)
Existing Zoning:	RM-15 Residence Multi Family)
Existing Use:	Vacant
Future Land Use Plan Designation:	Residential Medium
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Recreation Open Space	S (Open Space)
East: Residential Moderate	RS-7 (Residence, Single-Family)
South: Residential Medium	RM-15 (Residence, Multi-Family)
West: Residential Medium	RM-15 (Residence, Multi-Family)
Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	Proposed Plat is "restricted special residential facility"
REQUEST:	

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted an application requesting approval to amend the plat note restriction found in Official Records Book 44008 Page 646 which restricts Tract "A" to the following:

THIS PLAT IS RESTRICTED TO A SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) AS DEFINED BY THE BROWARD COUNTY LAND USE PLAN AND AN EXISTING 16,000 SQUARE FOOT YOUTH AUTOMOTIVE TRAINING FACILITY. THE SPECIAL RESIDENTIAL FACILITY, CATEGORY (3) CONTAINS 312 SLEEPING ROOMS (156 DWELLING UNIT EQUIVALENTS) WHICH INCLUDES AN EXISTING MANAGER'S UNIT.

The proposed plat note amendment will now include:

THE SPECIAL RESIDENTIAL FACILITY IS FURTHER RESTRICTED TO PERSONS 62 YEARS OF AGE OR OLDER WITH A TOTAL FAMILY INCOME OF EIGHTY (80) PERCENT OR LESS OF THE MEDIAN INCOME OF BROWARD COUNTY ACCORDING TO THE CURRENT STANDARD OF METROPOLITAN STATISTICS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

BACKGROUND:

The applicant has submitted a Major Site Plan Application (21-RM15-65) to redevelop a retention area and existing parking lot to construct a new 62 mid-rise unit (apartments) with associated site improvements. This will be the 4th building on the property. All units are affordable senior living units. The plat restriction is self-imposed.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Residential Medium. The proposal is consistent with the goals, objectives and policies of the Deerfield Beach Comprehensive Plan.
2. Land Development Requirements: The property is proposing further restrict its dwelling units to only permit persons 62 years of age and older and who have a total family income of eighty (80) percent. This restriction does not conflict with the Land Development Code.
3. Transportation Concurrency Requirements: The proposed development does not meet the threshold of 500 trips per day to meet the need for concurrency requirements.

SUMMARY:

Staff's review of application 21-P-230 has found that the proposed plat is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (including Development Plan Application Form)
- ☒ **Application Processing Fee** (See fee schedule)
- ☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).
- ☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary Survey** (*12 months or less*) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).
- ☐ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☒ **Other Information** may be required as determined by staff.

October 25, 2022

City of Deerfield Beach

**RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00**

KEITH, on behalf of the applicant (B'NAI B'RITH of Deerfield Beach II Inc.) submit applications for a Development Plan approval and Plat Note Amendment for the property located at 255 SW 3rd Avenue within the City of Deerfield Beach. The property is currently zoned as Multi-Family Residence (RM-15). The City's Land Use map designates the property as Medium Density Residential (15 DU/AC). The property currently comprises a parcel totaling approximately 3.547 acres and features the Existing B'nai B'rith II Facility.

The B'nai B'rith Campus features three existing phases of age/income restricted apartments. The proposed development plan (BB-IV) is to split the existing parcel and develop the vacant space as phase #4. The proposed phase #4 will consist of a four-story age/income restricted Special Residential Facility with a 67,825 SF building consisting of 62 total units (38.5 Dwelling Unit Equivalents).

The existing plat (PB 128, PG 46) includes an amended plat note restriction (ORB44008 / PG 646) which restricts development on Tract 'A' to:

This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contain 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.

Below is a breakdown of the existing three phases of the B'nai B'rith Development. These existing phases account for 272 sleeping rooms (136 dwelling unit equivalents) within the existing plat note restriction.

Project	Units	Dwelling Unit Equivalents	Sleeping Rooms
Existing BB-I	99 (One-Bed) / 1 (Two-Bed) 100 Total	50.5	101
Existing BB-II	83 (One-Bed)	41.5	83
Existing BB-III	88 (One-Bed)	44	88
Sub-Total Existing	271 Units	136 Equivalents	272 Sleeping Rooms
Proposed BB-IV	47 (One-Bed) / 15 (Two-Bed) 62 Total	38.5	77
Total	333 Units	174.5 Equivalents	350 Sleeping Rooms

The proposed BB-IV development will include 62 total units (47 one-bed units and 15 two-bed units) which equals 77 sleeping rooms (38.5 dwelling unit equivalents). The request for plat-note amendment will seek to increase the restrictive language:

- From 312 sleeping rooms (156 dwelling unit equivalent)
- To 350 sleeping rooms (175 dwelling unit equivalent). Confirmed by Broward County.

Site Plan Requirements – Per Chapter 98, Article II, Section 98-17

- *Adequacy of local transportation network.* Local street shall have adequate capacity, safe and efficient traffic circulation, and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site-specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards.

Response: The proposed development is anticipated to have minimal impact to the local transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement.

- *Adequacy of regional road network.* The regional road network shall be adequate to serve the proposed development. The proposed development shall not be deemed to satisfy this requirement unless one of the following conditions exist:

Response: The proposed development is anticipated to have minimal impact to the regional transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement. Broward County will review traffic impact on SW 3rd Avenue at the time of plat note amendment.

- Stormwater Management.

Response: All stormwater will be treated pursuant to the City's Land Development Code. Design calculations will be provided showing the adequacy of the proposed stormwater management system.

- *Potable Water.* Adequate potable water shall be provided for the needs of the proposed development consistent with this Code and the City of Deerfield Beach Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Wastewater.* Adequate wastewater services shall be provided for the needs of the proposed development consistent with this Code in the Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Solid waste.* Adequate solid waste collection facilities and services shall be obtained by the applicant through the department of sustainable management.

Response: The development team has designed the site for adequate solid waste collection and circulation. A separate designated trash enclosure has been designed for the BB-IV development and is depicted on the Site Plan SP-101.

- *Fire and fire rescue protection.* Fire and fire rescue protection services shall be adequate to protect people and property in the proposed development.

Response: The development team has designed the site for adequate fire/emergency access



and circulation according to the City of Deerfield Beach Fire Department requirements. A fire access plan has been submitted showing the required 20-foot clear fire circulation path with 38' inside and 50' outside turning radii. Existing and Fire hydrant locations are shown on the plan.

- *Police protection.* Police protection services shall be adequate to protect people and property in the proposed development. The development shall provide improvements to minimize the risk to public safety and assure adequate police protection.

Response: This project is considered to be an infill development. The urban nature and design of the building and proposed site will promote the principles of Crime Prevention Through Environmental Design (CPTED) to help foster adequate policing and prevention of criminal activities.

- *Communications network.* Building and structures shall not interfere with the City of Deerfield Beach and Broward County public safety communication network. Development shall be modified to accommodate the needs of the City of Deerfield Beach and Broward County public safety communication network.

Response: Comment Acknowledged.

- *Protection of air navigation.* No development shall include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR) Part 77, Subpart B.

Response: The development is not anticipated to have any impact to the FAA Height Restrictions as this development is not located within any zone of impact.

- *Adequacy of local parks and recreation facilities.* Land suitable for residential development pursuant to the applicable land development regulations shall be designed to provide for the park, open space, and recreational needs of the future residents of the developed area.

Response: The applicant believes there is adequate local parks and recreation and is aware that impact fees may need to be satisfied.

- *Platting.* The platting requirements as set forth in the city's adopted comprehensive plan and Broward County Land Use Plan have been met.

Response: The Site is currently platted; however, a plat note amendment is anticipated and will be processed concurrently with this site plan application. Applicant will delineate the BB-IV without re-platting in the same manner as the previous three phases.

- The development permit is consistent in all respects and satisfies the requirements of the Deerfield Beach Comprehensive Plan.

Response:

Policy FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Policy FLU 1.3.2: In accordance with the South Florida Regional Planning Council's Strategic Regional Policy Plan, the City shall promote increased use of mixed densities and housing product types within residential zoning and individual parcels to encourage the planning and construction of a greater diversity of housing choices.



GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

- **Compatibility.** The proposed development must be compatible with adjacent and neighboring uses and zoning, preserve the character within 500 feet of the proposed development, public and private schools. The proposed development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent neighborhoods.

Response: The proposed use is compatible with the adjacent uses. The site is bounded by single-family residential properties to the east, multi-family residential to the south and west, and open space to the north. The proposed development is similar to the previous B'nai B'rith Development Phases in terms of scale, style, and use.

- **Required right-of-way dedications.** All developments which contain property designated by the Broward County Trafficways Plan and the delineated by the Broward County Trafficways plan and the delineated trafficways plan approved by the county commission, pursuant to the Broward County Land Development Code, shall be conveyed to the public by dedication on the face of any plat, or by warranty or easement deed, if the development permit is not a plat or if such instruments are found acceptable by the city attorney for the City of Deerfield Beach.

Response: It is not anticipated that any further ROW dedication will be needed for SW 3rd Avenue or SW 2nd Street. SW 3rd Avenue is designated as an 80-foot County Collector Roadway, per the Broward County Trafficways Map. Per the existing Plat, 40 feet has been dedicated on the western half of the SW 3rd Ave right-of-way. SW 2nd Street is a local street, per Broward County Trafficways Map, and is shown as a 50-foot ROW, per Broward County ROW Maps.

- **Adequacy of schools.** The city shall not approve an application for a residential plat, replat, plat note amendment, findings of adequacy, or any residential site plan application that generates one or more students, (or is not exempt or vested from the requirements of public-school concurrency), until the school board has reported that the school concurrency requirement has been satisfied, and the city has determined that the application is consistent with this Code and the city's Comprehensive Plan.

Response: The Proposed Development is age-restricted; therefore, it is not anticipated that the development will generate any additional students.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com

CC: Steven Hydinger, BREC Development



August 6, 2019

Michael Amodio, AICP, Associate Planner
Keith
301 East Atlantic Boulevard
Pompano Beach, Florida 33060

Dear Mr. Amodio:

Re: Platting requirements for a parcel legally described as a portion of Tract A, "B'nai B'rith Senior Citizens Plat," according to the Plat thereof, as recorded in Plat Book 128, Page 46, of the Public Records of Broward County, Florida. This parcel is generally located on the southwest corner of Southwest 2 Street and Martin Luther King Avenue/Southwest 3 Avenue, in the City of Deerfield Beach.

This letter is in response to your correspondence regarding the Broward County Land Use Plan's platting requirements for the proposed subdivision and multi-family residential development of the above referenced parcel.

Planning Council staff has determined that replatting **would not be required** by Policy 2.13.1 of the Broward County Land Use Plan. Policy 2.13.1 would not require replatting of parcels included in plats approved by the Broward County Commission and recorded after June 4, 1953. Information from the Broward County Records, Taxes and Treasury Division indicates that the above referenced plat was recorded on September 23, 1986. Land platted after June 4, 1953 may be divided by metes and bounds and developed in accordance with local regulations and the effective land use plan, unless local regulations are more restrictive and would require platting. The City of Deerfield Beach's platting requirements should be investigated.

It is recommended that you contact Broward County's Planning and Development Management Division at 954-357-6666, to inquire about whether additional County review, such as a plat note modification, may be required.

The contents of this letter are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality, or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions concerning the Broward County Land Use Plan's platting requirements, please contact Julie Bernal, Planner Trainee, at your convenience.

Michael Amodio
August 6, 2019
Page Two

Respectfully,

A handwritten signature in blue ink, appearing to read 'BBB', with a large loop at the end.

Barbara Blake Boy
Executive Director

BBB:JMB

cc: David Santucci, Interim City Manager
City of Deerfield Beach

Eric M. Power, AICP, Director, Planning & Development Services
City of Deerfield Beach



Return recorded copy to: *AMPLA*

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:
Robin Lynch
Di Vito & Higham, PA
P.O. Box 40870
St. Petersburg, FL 33743

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS HOUSING CORPORATION, INC., its successors and assigns, hereinafter referred to as "DEVELOPER", joined by B'nai B'rith Apartments of Deerfield Beach II, Inc., a Florida non-profit corporation and City of Deerfield Beach, Florida, a Municipal Corporation.

WHEREAS, DEVELOPER is the owner of property shown on the ~~B'NAI B'RITH SENIOR CITIZENS~~ Plat, Plat No./Clerk's File No. 193-MP-85, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on DECEMBER 12, 2006; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of DECEMBER 12, 2006

CAF#358
01/01/04 Revised

Approved BCC 12/12/06 #57
Submitted By *[Signature]*
RETURN TO DOCUMENT CONTROL

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:

President, Florida State B'Nai B'rith Senior
Citizens Housing Corporation, Inc.
B'nai B'rith Apartments of Deerfield Beach
299 S.W. 3rd Avenue
Deerfield Beach, FL 33441

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.

CAF#358
01/01/04 Revised

7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

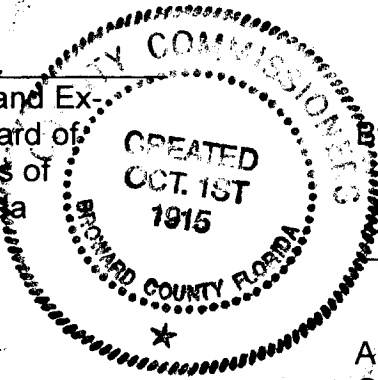
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 15th day of March, 2006 and DEVELOPER, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

[Signature]
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida



By [Signature] Mayor
8 day of May, 2007

Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Assistant County Attorney

7th day of May, 2007.

04/24/2007 TUE 16:28 FAX

003/005

DEVELOPER-CORPORATION

FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS
HOUSING CORPORATION, INC.,
a Florida non-profit corporation
Name of Developer (corporation)

By Art Fentin
(Signature)
Print name: Art Fentin
Title: President
Address: 299 S.W. 3rd Avenue
Deerfield Beach, FL 33441

7th day of November, 2006

ATTEST (if corporation):

Phyllis Bushbaum (CORPORATE SEAL)
(Secretary Signature)
Print Name of Secretary: Phyllis Bushbaum

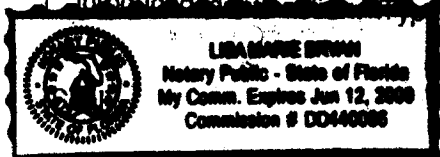
ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2006 by Art Fentin, as President of Florida State B'nai B'rith Senior Citizens Housing Corporation, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is:

☐ personally known to me, or

☐ Introduced to me by _____ of identification produced _____



My commission expires:

NOTARY PUBLIC:

Lisa Bryan
Print name:

Lisa Bryan

CAF#358
01/01/04 Revised

04/24/2007 TUE 16:27 FAX

002/005

JOINDER PLAT TITLE HOLDER-CORPORATION

B'NAI B'RITH APARTMENTS OF DEERFIELD
BEACH II, INC., a Florida non-profit corp.
Name of Joinder (corporation)

By Art Fentin
(Signature)

Print name: Art Fentin

Title: President

Address: 299 S.W. 3rd Avenue
Deerfield Beach, FL 33441

7 day of November, 2006

ATTEST (if corporation):

Thyllis Bushbaum (CORPORATE SEAL)
(Secretary Signature)

Print Name of Secretary: Thyllis Bushbaum

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of November, 2006, by Art Fentin, as President of B'nai B'rith Apartments of Deerfield Beach II, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____



My commission expires:

NOTARY PUBLIC:

Lisa Bryan
Print name:
Lisa Bryan

CAF#358
01/01/04 Revised

JOINDER TITLE HOLDER - MUNICIPAL CORPORATION

CITY OF DEERFIELD BEACH, FLORIDA,
a municipal corporation
Name of Joinder (corporation)

By [Signature]
(Signature)
Print name: Albert R. Capellini, P.E.
Title: Mayer
Address: 150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

7 day of March, 2007

ATTEST (if corporation):

[Signature] (CORPORATE SEAL)
(Secretary Signature)
Print Name of Secretary: Samantha Gilliard
Acting City Clerk

ACKNOWLEDGMENT - CORPORATION

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of March, 2007, by Albert Capellini, as Mayer of CITY OF DEERFIELD BEACH, FLORIDA, a Municipal corporation, on behalf of the corporation. He or she is:

☒ personally known to me, or
☐ produced identification Type of identification produced _____.

(Seal)

My commission expires:



NOTARY PUBLIC:

[Signature]
Print name: Quintella Jones

MORTGAGEE

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

[Signature]
(Signature)
Print name: Marta Randal

UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE
SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

Name of Mortgagee

[Signature]
(Signature)
Print name: MICHAEL G. HOFFEN

By *[Signature]*
(Signature)
Print name: JAMES D. BRANSON
Print address: 400 W. Bay Street
Suite 1015, JACKSONVILLE, FL 32202

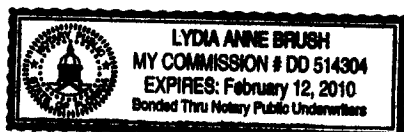
21st day of MARCH, 2007

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF Duval) SS.

The foregoing instrument was acknowledged before me this 21st day of MARCH, 2007, by JAMES D. BRANSON, the duly appointed AUTHORIZED AGENT of the JACKSONVILLE District Office of the Department of Housing and Urban Development who is
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)



NOTARY PUBLIC:

[Signature]
Print name:

My commission expires:
2/12/2010

EXHIBIT "A"

LEGAL DESCRIPTION

Tract "A" of B'NAI B'RITH SENIOR CITIZENS PLAT, according to the map or plat thereof recorded in Plat Book 128, Page 46, Public Records of Broward County, Florida.

CAF#358
01/01/04 Revised

EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

- a) To persons 55 or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.
- b) To a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan, consisting of 312 sleeping rooms (156 dwelling unit equivalents).

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contains 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.

EXHIBIT "B" - CONTINUED**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.****[] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by _____, 20____, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by _____, 20____, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[] Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.
BY: Donald J. Smith 9/7/86
DATE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES
DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION:
THIS INSTRUMENT WAS FILED FOR RECORD THIS 23rd DAY OF September A.D. 1986, AND
RECORDED IN PLAT BOOK 128 AT PAGE 46, RECORD VERIFIED:

ATTEST: F.T. JOHNSON
COUNTY ADMINISTRATOR

BY Carol C. Doyle
DEPUTY

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES
DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION:
THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA
STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY,
FLORIDA THIS 6th DAY OF May A.D. 1986.

ATTEST: F.T. JOHNSON
COUNTY ADMINISTRATOR

BY Donald F. Smith CHAIRMAN-BOARD OF COUNTY COMMISSIONERS
BY Phyllis J. Flanagan DEPUTY

BROWARD COUNTY PLANNING COUNCIL:
THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD
TO DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS BY RESOLUTION DULY ADOPTED THIS 21
DAY OF NOVEMBER A.D. 1985.

BY John Smith 6/10/86
DATE

BROWARD COUNTY ENGINEERING DIVISION:
THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY Henry P. Cook 9-23-86
HENRY P. COOK DATE
DIRECTOR
FLORIDA P.E. NO. 12506

COUNTY SURVEYOR:
THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY Robert L. Thompson 9-22-86
ROBERT L. THOMPSON DATE
COUNTY SURVEYOR
FLORIDA P.L.S. NO. 3869

CITY CLERK'S CERTIFICATE:
STATE OF FLORIDA ss THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED AND
COUNTY OF BROWARD APPROVED FOR RECORD BY THE CITY COMMISSION OF DEERFIELD BEACH,
FLORIDA, IN AND BY A MOTION DULY ADOPTED BY THE CITY COMMISSION ON THE 17th DAY OF
DECEMBER, 1985.

IN WITNESS WHEREOF I HAVE EXECUTED THESE PRESENTS AND AFFIXED THE CORPORATE SEAL OF THE
CITY OF DEERFIELD BEACH, FLORIDA, IN SAID CITY THIS 17th DAY OF MARCH, 1986.

BY Muriel W. Rickard
CITY CLERK

CITY ENGINEER:
THIS IS TO CERTIFY THAT THIS LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET
FORTH IN TITLE 5 OF THE DEERFIELD BEACH CITY CODE.

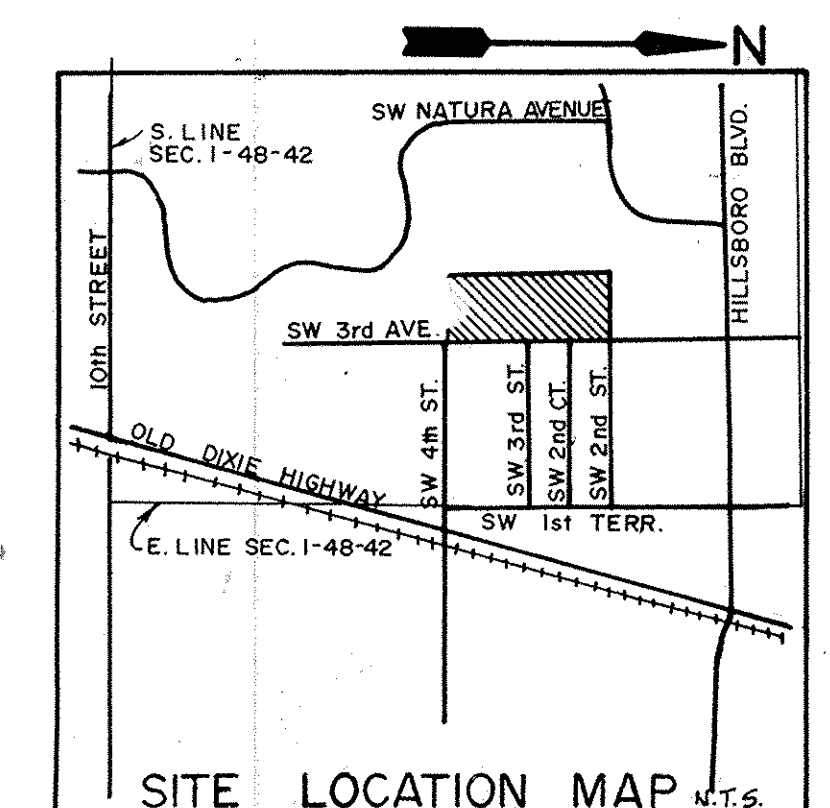
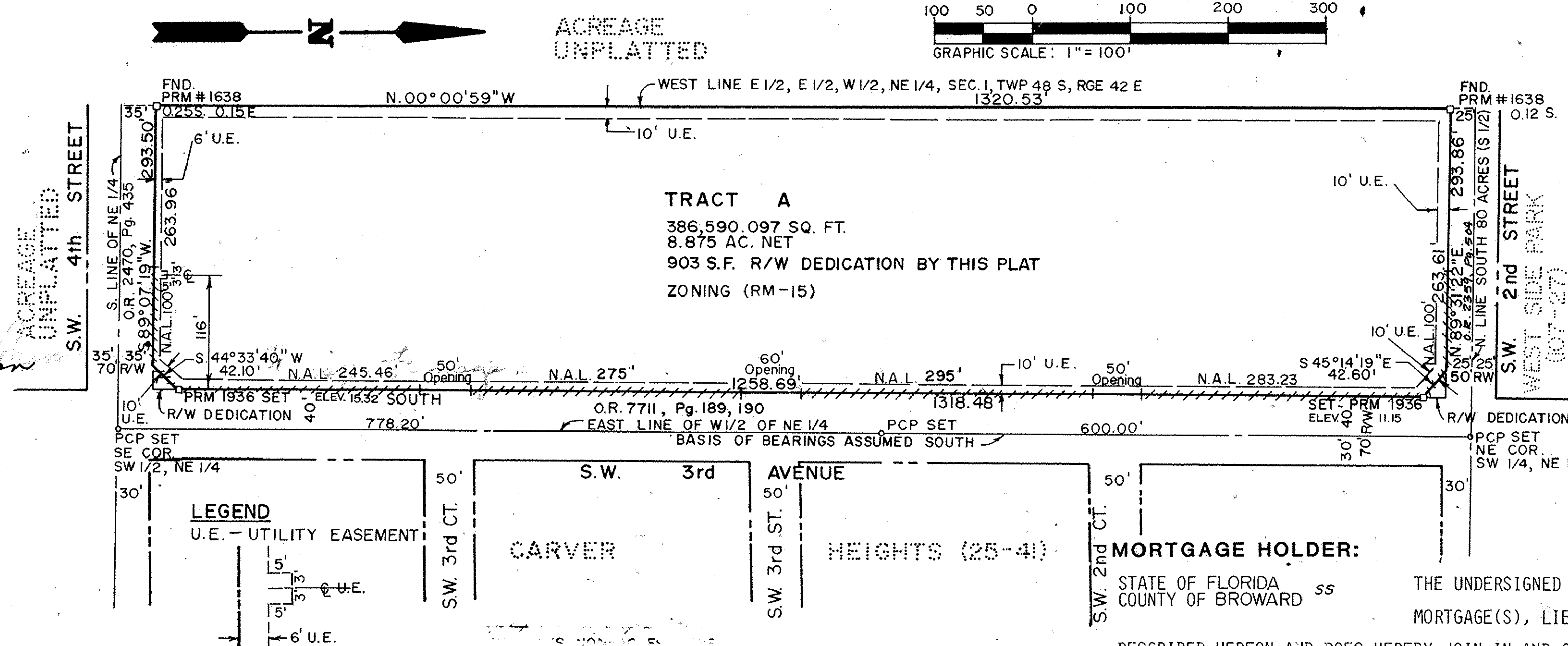
DATE: 9-15-86
BY Dale G. Holinbeck
DALE G. HOLINBECK - CITY ENGINEER
PROFESSIONAL ENGINEER NO. 21158
STATE OF FLORIDA

CITY PLANNING AND ZONING BOARD:
THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF DEERFIELD BEACH, FLA. HAS APPROVED
AND ACCEPTED THIS PLAT THIS 5th DAY OF DECEMBER, 1985.

BY James E. Smith
CHAIRMAN
THIS 18th DAY OF MARCH, 1986.

B'NAI B'RITH SENIOR CITIZENS PLAT

BEING A PORTION OF SECTION 1,
TOWNSHIP 48 SOUTH, RANGE 42 EAST
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA
SEPTEMBER, 1985
PROJECT 85-06



NOTES & LEGEND
— PRM INDICATES PERMANENT REFERENCE MONUMENT
B.M. INDICATES BENCH MARK (3rd ORDER ACCURACY).
BEARINGS REFER TO AN ASSUMED MERIDIAN.
U.E. INDICATES UTILITY EASEMENT
— PCP INDICATES PERMANENT CONTROL POINT
--- N.A.L. INDICATES NON-ACCESS LINE
ORIGIN OF BENCH MARK
DEERFIELD BEACH B.M. 4 - SPIKE IN POWER
POLE. ELEV. 15.69 NGVD
DEERFIELD BEACH B.M. 5 - IN ABANDONED LIGHT
POLE. ELEV. 12.64 NGVD
45' N. OF E. 108' W. OF E.
THIS PLAT IS RESTRICTED AS FOLLOWS:
a) TO PERSONS 55 OR OLDER WITH A TOTAL FAMILY INCOME OF
EIGHTY (80) PERCENT OR LESS OF THE MEDIAN INCOME OF
BROWARD COUNTY ACCORDING TO THE CURRENT STANDARD
METROPOLITAN STATISTICS OF THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.
b) TO 99 ONE OR LESS BEDROOM, HI-RISE APARTMENTS
AND 1 TWO BEDROOM HI-RISE APARTMENT.

DESCRIPTION:
THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH 80 ACRES OF THE NORTHEAST 1/4 OF
SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS AND EXCEPT THE EAST 40 FEET, THE SOUTH
35 FEET AND THE NORTH 25 FEET THEREOF. SAID LANDS LYING AND BEING IN DEERFIELD BEACH,
BROWARD COUNTY, FLORIDA, CONTAINING 8.895 ACRES MORE OR LESS.

DEDICATION:
STATE OF FLORIDA ss KNOW ALL MEN BY THESE PRESENTS THAT FLORIDA STATE B'NAI B'RITH,
COUNTY OF BROWARD SENIOR CITIZENS HOUSING CORPORATION, INC., A FLORIDA CORPORATION,
OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SURVEYED, SUBDIVIDED AND
PLATTED IN THE MANNER SHOWN HEREON, AND TO BE KNOWN AS THE B'NAI B'RITH SENIOR CITIZENS
PLAT, AND THAT THE ADDITIONAL RIGHTS-OF-WAY AS SHOWN HEREON ARE HEREBY DEDICATED TO THE
PUBLIC FOR PROPER PURPOSES, AS ARE EASEMENTS.

IN WITNESS WHEREOF: THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS
PRESIDENT & SECRETARY AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY
OF ITS BOARD OF DIRECTORS, THIS 18th DAY OF MARCH, 1986

WITNESS
Phyllis Atallo
WITNESS
Charles E. Dorch
PRESIDENT
SECRETARY

ACKNOWLEDGMENT:
STATE OF FLORIDA ss I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME,
COUNTY OF BROWARD AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS,
PRESIDENT AND SECRETARY OF THE FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS HOUSING CORPORATION,
INC. TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSONS DESCRIBED HEREIN, WHO SEVERALLY
ACKNOWLEDGED TO AND BEFORE ME, THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF
DEDICATION FOR THE PURPOSES AND USES EXPRESSED THEREIN. WITNESS MY HAND AND OFFICIAL SEAL THIS
18th DAY OF MARCH, 1986.

MY COMMISSION EXPIRES: JULY 9, 1988

MORTGAGE HOLDER:
STATE OF FLORIDA ss THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF (A)
COUNTY OF BROWARD MORTGAGE(S), LIENS(S), OR OTHER ENCUMBRANCE(S) UPON THE PROPERTY
DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED
IN OFFICIAL RECORD BOOK 12976 & 13021, AT PAGE 922-024 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, N.C.N.B. NATIONAL BANK OF FLORIDA, HAS CAUSED THESE PRESENTS
TO BE SIGNED BY ITS
VICE PRESIDENT AND ATTESTED TO BY ITS ASST. VICE PRESIDENT
THIS 18th DAY OF MARCH, 1986.

BY Donald J. Smith
VICE PRESIDENT
ATTEST Forrest J. McKennie
ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT:
STATE OF FLORIDA ss BEFORE ME PERSONALLY APPEARED GERALD H. BROOKS AND
COUNTY OF BROWARD FORREST J. McKENNIE, TO ME WELL KNOWN, AND KNOWN TO ME
TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE
PRESIDENT AND ASST. VICE PRESIDENT OF NCNB NATIONAL
BANK OF FLORIDA AND SEVERALLY ACKNOWLEDGED TO AND BEFORE
ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS.

WITNESS MY HAND AND OFFICIAL SEAL THIS 18th DAY OF MARCH, 1986

MY COMMISSION EXPIRES: JULY 9, 1988

BY Stanley W. Kutz
NOTARY PUBLIC
STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:
STATE OF FLORIDA ss I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT
COUNTY OF BROWARD REPRESENTATION OF THE LANDS SURVEYED AND DESCRIBED HEREON, AND
THAT THE INFORMATION SHOWN HEREON PERTAINING TO SURVEY DATA IS IN ACCORDANCE WITH THE
REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CONFORMS TO THE MINIMUM TECHNICAL
STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AND FURTHER CERTIFY THAT PERMANENT
REFERENCE MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177
PRIOR TO THE RECORDING OF THIS PLAT.

THE O'HARGAN COMPANY

BY Paul T. O'Hargan DATE 3-17-86
PAUL T. O'HARGAN
REGISTERED LAND SURVEYOR NO. 1936
STATE OF FLORIDA

PREPARED BY: THE O'HARGAN COMPANY 5588 NW 10th TERR., FT. LAUDERDALE, FL 33309 (771-7095)

O.R. BK 13754 PG. 333



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1685

Agenda Date: 1/10/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-030: Application 21-RM15-65

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted a major site plan application requesting approval to construct a 4th building with 62 (47 one-bed units and 15 two-bed units) multi-family dwelling units. The area of the new building is currently a dry retention area and an existing parking lot. The approval requires that the City Commission also approve a technical deviation, setback variances and to grant the applicant 35 bonus sleeping rooms (flex units).

B'Nai B'rith of Deerfield Beach was originally approved by the City Commission on November 7, 1985. Since that time, the applicant has constructed three buildings for a total of 271 residential units. The applicant has received multiple variances in the past for unit size and reduction in parking. The site only permits housing for the elderly. A separate plat note amendment (21-P-230) has also been submitted. This amendment further restricts the age of residents to 62. The applicant has also submitted a minor revision to the Phase III building for improvements to the parking lot which will be impacted by the proposed project.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On October 12, 2022, the item was heard and approved by the Community Appearance Board and was approved as submitted.

On December 6, 2022 the item was heard and approved by the Planning & Zoning Board.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO CONSTRUCT A 62 UNIT SENIOR LIVING APARTMENT BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 255 SW 3RD AVENUE, DEERFIELD BEACH, FLORIDA, IN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT (APPLICATION NO. 21-RM15-65); APPROVING VARIANCES FROM FRONT AND STREET YARD SETBACK REQUIREMENTS, REQUIRED LOT AREA REQUIREMENTS, AND MINIMUM LANDSCAPE AREA REQUIREMENTS; APPROVING A TECHNICAL DEVIATION TO REDUCE THE AMOUNT OF REQUIRED PARKING SPACES BY 23 PARKING SPACES; APPROVING THE ALLOCATION OF 35 BONUS SLEEPING ROOMS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-RM15-65 (the "Site Plan Application") has been submitted to the City by B'nai B'rith Apartments of Deerfield Beach II, Inc. (the "Applicant") seeking site plan approval to construct a new 62 unit senior living apartment building (47 one-bed units and 15 two bed units) and related site improvements on the property located at 255 SW 3rd Avenue, Deerfield Beach, Florida (collectively, the "Development"); and

WHEREAS, the Development site is approximately 4.2 net acres legally described as a portion of Tract "A" of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida, in the RM-15, Residence Multifamily Zoning District (the "Property"); and

WHEREAS, B'nai B'rith of Deerfield Beach was originally approved by the City Commission on November 7, 1985, and three buildings have been constructed since that time for a total of 271 residential units for the elderly and multiple variances have been granted in the past for unit size and reduction in parking; and

WHEREAS, the Site Plan Application proposes to redevelop a retention area and existing parking lot to construct a new 62 mid-rise unit apartment building with associated site improvements on the Property; and

WHEREAS, the proposed apartment building would be the fourth building at the site, with all units being affordable senior living units; and

WHEREAS, the Applicant has also submitted an application seeking approval of variances for the Development to permit: (i) a 16.5 foot front and street yard setback in lieu of the minimum 25 feet required by Section 98-61 of the City's Land Development Code (the "Code"), (ii) a density of less than 2,900 square feet per unit, which minimum 2,900 square foot density

would be required by Code for the building standing on its own, and (iii) a 26.6% landscaped area in lieu of the minimum 35% landscaped area required by Code (the “Variance Application”); and

WHEREAS, the Applicant also submitted a technical deviation application (the “Technical Deviation Application”) seeking a technical deviation in order to permit the Development to operate with a total of 97 parking spaces in lieu of the minimum 120 parking spaces required by the City’s Land Development Code (the “Technical Deviation”); and

WHEREAS, the Applicant has also requested the City grant the allocation of 35 bonus sleeping rooms, and the City currently holds 63 bonus sleeping rooms in its flex allocations reserved for special residential facilities, such as B’nai B’rith; and

WHEREAS, the Site Plan Application, Variance Application, and Technical Deviation Application were previously reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on October 12, 2022, and the Planning and Zoning Board voted to recommend approval on December 1, 2022; and

WHEREAS, the City Commission has reviewed and received testimony on the Variance Application and determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 98-116(f)(2) of the Land Development Code of the City of Deerfield Beach; and

WHEREAS, the City Commission has determined that the Applicant has demonstrated compliance with the requirements of Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that, with the exception of the variances in the Variance Application and the quantity of required parking spaces for which the Applicant has requested a Technical Deviation, all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of 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 approves the Technical Deviation for the Property, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated November 11, 2022.

Section 3. The Variance Application for the variances from Section 98-61 of the City’s Land Development Code to permit: (i) a 16.5 foot front and street yard setback in lieu of the minimum 25 feet required by Section 98-61 of Code, (ii) a density of less than 2,900 square feet

per unit, which minimum 2,900 square foot density would be required by Code for the building standing on its own, and (iii) a 26.6% landscaped area in lieu of the minimum 35% landscaped area required by Code, is hereby approved.

Section 4. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated November 11, 2022, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant.

Section 5. The allocation of 35 bonus sleeping rooms for the Development in connection with the special residential facility is hereby granted.

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

Section 7. 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 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II, INC., TO CONSTRUCT A 62 UNIT SENIOR LIVING APARTMENT BUILDING AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 255 SW 3RD AVENUE, DEERFIELD BEACH, FLORIDA, IN THE RM-15 RESIDENCE MULTIFAMILY ZONING DISTRICT (APPLICATION NO. 21-RM15-65); DENYING VARIANCES FROM FRONT AND STREET YARD SETBACK REQUIREMENTS, REQUIRED LOT AREA REQUIREMENTS, AND MINIMUM LANDSCAPE AREA REQUIREMENTS; DENYING A TECHNICAL DEVIATION TO REDUCE THE AMOUNT OF REQUIRED PARKING SPACES BY 23 PARKING SPACES; DENYING THE ALLOCATION OF 35 BONUS SLEEPING ROOMS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 21-RM15-65 (the “Site Plan Application”) has been submitted to the City by B’nai B’rith Apartments of Deerfield Beach II, Inc. (the “Applicant”) seeking site plan approval to construct a new 62 unit senior living apartment building (47 one-bed units and 15 two bed units) and related site improvements on the property located at 255 SW 3rd Avenue, Deerfield Beach, Florida (collectively, the “Development”); and

WHEREAS, the Development site is approximately 4.2 net acres legally described as a portion of Tract “A” of Plat 128 Page 46, as more particularly described in the file and located at 255 SW 3rd Avenue, Deerfield Beach, Florida, in the RM-15, Residence Multifamily Zoning District (the “Property”); and

WHEREAS, the Applicant has also submitted an application seeking approval of variances for the Development to permit: (i) a 16.5 foot front and street yard setback in lieu of the minimum 25 feet required by Section 98-61 of the City’s Land Development Code (the “Code”), (ii) a density of less than 2,900 square feet per unit, which minimum 2,900 square foot density would be required by Code for the building standing on its own, and (iii) a 26.6% landscaped area in lieu of the minimum 35% landscaped area required by Code (the “Variance Application”); and

WHEREAS, the Applicant also submitted a technical deviation application (the “Technical Deviation Application”) seeking a technical deviation in order to permit the Development to operate with a total of 97 parking spaces in lieu of the minimum 120 parking spaces required by the City’s Code (the “Technical Deviation”); and

WHEREAS, the Applicant has also requested the City grant the allocation of 35 bonus sleeping rooms, and the City currently holds 63 bonus sleeping rooms in its flex allocations reserved for special residential facilities, such as B’nai B’rith; and

WHEREAS, the City Commission has reviewed and received testimony on the Site Plan Application, Variance Application and Technical Deviation Application; and

WHEREAS, after reviewing the Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-116(f)(2) of the City's Land Development Code for a variance; and

WHEREAS, after reviewing the Technical Deviation and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, the City Commission finds that the Site Plan Application for the Property without the Variances in the Variance Application fails to satisfy the requirements of Section 98-61 of the Code.

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 finds that the Variance Application fails to satisfy the requirements for a variance as set forth in Section 98-116(f)(2) of the City's Land Development Code. Therefore, the Variance Application is hereby denied.

Section 3. The City Commission finds that the Technical Deviation Application fails to satisfy the requirements as set forth in Section 98-88(Q) of the Code for the granting of the Technical Deviation. Therefore, the Technical Deviation Application is hereby denied.

Section 4. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section 98-61 of the Code.

Section 5. The request for allocation of 35 bonus sleeping rooms for the Development is hereby denied.

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

Section 7. 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 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

December 30, 2022

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2023-030: Application: 21-RM15-65

Applicant: **B’Nai B’rith Deerfield Beach II, Inc.**

Proposal: Major Site Plan application seeking approval for 62 multi-family dwelling units (apartments) with a revision to the existing parking lot seeking a variance for setbacks and parking reduction.

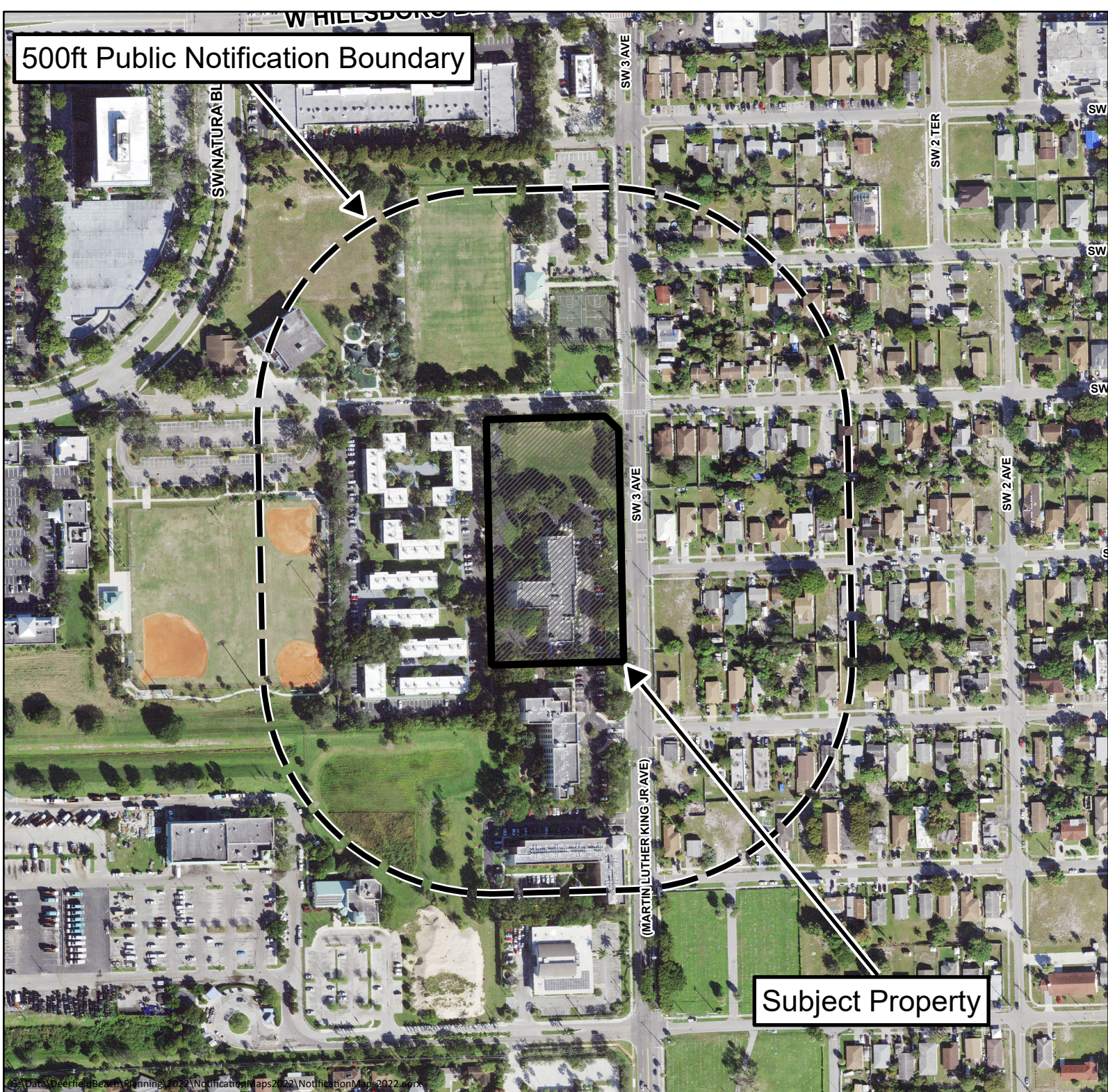
Location: The property is generally described as a portion of Tract “A” of Plat 128 Page 46, **and located at 255 SW 3rd Avenue.**

A public hearing will be held on **TUESDAY, JANUARY 10, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing 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.

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Site Plan Application No. 21-RM15-65

Plat Application No. 21-P-230

255 SW 3 AVE

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas



Department Comments & Requirements



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	21-RM15-65
Project Name:	B'nai B'rith of Deerfield Beach Phase IV
Applicant:	KEITH
Agent:	B'nai B'rith of Deerfield Beach II Inc.,
Requested Action/Description:	Major Site Plan application seeking approval for 62 multi-family dwelling units (apartments) with a revision to the existing parking lot seeking a variance for setbacks and parking reduction.
Location:	255 SW 3 rd Avenue
Legal Description:	The property is generally described as a portion of Tract "A" of Plat 128 Page 46
Size:	4.2 net acres (185,657 square feet)
Existing Zoning:	RM-15 Residence (Multi Family)
Existing Use:	Vacant
Future Land Use Plan Designation:	Residential Medium
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Recreation Open Space	S (Open Space)
East: Residential Moderate	RS-7 (Residence, Single-Family)
South: Residential Medium	RM-15 (Residence, Multi-Family)
West: Residential Medium	RM-15 (Residence, Multi-Family)
Applicable Regulations:	City of Deerfield Beach Land Development Code

REQUEST:

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted a major site plan application requesting approval to construct a 4th building with 62 (47 one-bed units and 15 two-bed units) multi-family dwelling units. The area of the new building is currently a dry

retention area and existing parking lot. The approval requires that the City Commission also approve a technical deviation, variances and to grant the applicant 35 bonus sleeping rooms (flex units).

APPLICATION REQUESTS FOR APPROVAL:

Variances:

The applicant is requesting the following variances:

Setbacks – The applicant is requesting a 16.5 front and street yard setback instead of the required 25 foot setback. The building projects into the 25 foot front and street yard setback by 8.5 feet. The applicant is requesting this variance in order to fully utilize the property and to allow for parking while not impacting the existing western drive aisle. It should be noted that the furthest south building utilizes the front yard setback of 25 feet, while the two interior buildings are further setback. In addition, the furthest south building has exterior walls screening a loading area which are only 15 feet setback from the street. Allowing the furthest north building to have a similar setback allows for a “bookend” feel to the property.

Required Lot Area – The RM-15 zoning district requires a density of 2,900 sq. ft. per unit. While the building, if it were to stand on its own does not meet this requirement, the overall site does.

Minimum Landscape Area – The project is proposing a 26.6% landscaped area instead of the required 35%. This reduction of 8.4% is if the building and site were to stand on its own. If allocated for the entire site, the property meets the requirement.

Technical Deviation – The applicant is proposing to reduce the required amount of parking spaces from 120 to 97 for a reduction of 23 parking spaces. The property meets the minimum requirement for handicapped parking spaces. The applicant states that not all residents have a vehicle and that many residents who do have a vehicle have only one vehicle. A study was conducted and determined that parking spaces are available. As all current buildings and the proposed building are managed by the same entity, this reduction of parking spaces does not impact any parcel outside the subject property.

Flex Units - The applicant is requesting that the City allocate 35 bonus sleeping rooms. The City currently holds 63 bonus sleeping rooms in its flex allocations. If approved, the City will have 28 bonus sleeping rooms remaining in its allocations. Bonus sleeping rooms are not flex units, but are separate allocation reserved for special residential facilities, which B’nai B’rith is. A special residential facility is defined as a assisted living facility or community residential home.

BACKGROUND:

B’Nai B’rith of Deerfield Beach was originally approved by the City Commission on November 7, 1985. Since that time, the applicant has constructed three buildings for a total of 271 residential units. The applicant has received multiple variances in the past for unit size and reduction in parking. The site only permits housing for the elderly. A separate plat note amendment (21-P-230) has also been submitted. This amendment further restricts the age of residents to 62. The applicant has also submitted a minor revision to the Phase III building for improvements to the parking lot which will be impacted by the proposed project.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

On October 12, 2022, the item was heard and approved by the Community Appearance Board and was approved as submitted.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code, with the noted exception of the proposed variances. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as residential, and the proposed use is a residential use.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the RM-15 Residence (Multi Family) Community zoning district. The proposed use is a permitted use in the RM-15 Residence (Multi Family) zoning district.
3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area;

(a) Permitted uses, structures and activities allowed within the zoning category;

The RM-15 Residence (Multi Family) zoning district allows for multi story buildings. There are existing multi-story buildings already on the site and to the west. The applicant has worked with the Environmental Services department to mitigate the dry retention area. The proposed new building is consistent with the structures and activities in the RM-15 Residence (Multi Family) District and the surrounding area.

(b) Building location, dimensions, height and floor area;

The proposed building shares a site with three other multi-family buildings. The existing three buildings were built before the City created the Pioneer Grove architectural district. The applicant is proposing elevations to this building which incorporate the Pioneer Grove standards, while also having similarities to the existing buildings. The proposed building does not meet the minimum front or street side yard setback and is requesting a variance for this. The project is also requesting a variance for minimum landscape area.

(c) Location and extent of parking, access drives and service areas;

The site is requesting a technical deviation for the minimum amount of parking required for the proposed new building. No new drive or access aisles are being proposed.

(d) Traffic generation, hours of operation, noise levels and outdoor lighting;

The applicant provided a traffic impact analysis, which was analyzed by the City's traffic engineering consultant, that the site will generate a net increase in peak hour trips of 13 AM peak hour and 15 PM peak hour trips, with a total trip generation of 250 daily trips, which meets the Deerfield Beach concurrency requirements. The applicant has also submitted a parking demand analysis to justify the reduction of required parking spaces.

(e) Alteration of light and air;

The proposed new building will not impact the light and air, than what would be allowed by the zoning regulations.

SUMMARY

Staff's review of application 21-RM15-65 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.



APPLICANT RESPONSE SUMMARY

Project Name:	B'nai B'rith Apartments IV	Application No.:	21-RM15-65
Reviewer Name:	Eric Power	Project Address:	255 SW 3rd Ave.
Department/Division:	Planning		
Position:	Director		
Date of Review:	9/17/2022		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ <u>TBD</u> 2. Police \$ <u>TBD</u> 3. Parks \$ <u>TBD</u>
1.a.	Comment acknowledged.
2.	Prior to resubmittal, contact Jenna Lane and Veronica Rodriguez at jlane@deerfield-beach.com and vrodriguez@deerfield-beach.com to schedule a Development Review Committee meeting.
2.a.	Comment acknowledged.
3.	All resubmittals shall be provided with a written narrative responding to all comments.
3.a.	Comment acknowledged.
4.	Newly developed plans, which have not yet been reviewed by the City Commission, cannot be resubmitted with clouds or other demarcations showing changes to the proposed changes.
4.a.	Comment acknowledged.
5	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
5.a.	Comment not addressed. Pending submittal of CAB application with existing and proposed elevations.

Development Plan Review

5.b.	Comment not addressed. However, based on required discussions during DRC meeting, provide confirmation that Applicant will not submit CAB plan sets until directed by Staff.
5.c.	Comment acknowledged.
6.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is encouraged to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant should invite all properties within 500 feet of the subject site. If a meeting is held, please provide Planning and Development Services staff with the meeting details for record on the file.
6.a.	Comment acknowledged.
7.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
7.a.	Comment acknowledged.
8.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the application. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consultant fees exceed the deposit amount, additional fees may be payable by the Applicant. The current estimated amount of cost recovery fees required for the traffic engineering review of this application is \$1600 for the Trip Generation Analysis and Parking Study.
8.a.	Comment addressed.
9.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
9.a.	Comment acknowledged.
10.	Per Section 98-13(b)(4) As provided in the City's fee schedule (Resolution 2018/194) The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee (\$2,720.00 x 30%) to be submitted for each submittal thereafter.
10.a.	Comment acknowledged.
10.b.	Provide resubmittal fee of \$816.00 payable to the City of Deerfield Beach in next submittal package.
10.c.	Comment addressed.
11.	Per Section 98-13(8)(j), the attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.

Development Plan Review

11.a.	Comment acknowledged.
12.	Per Section 98-13(b)(8), the applicant is required to provide the development plan in the required sheet order. Revise the plan sheets to be in the following order: Coverpage, Survey, Site Plan, Site Plan Details (as needed), Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan. Remove the following sheets from the development plan: Fire Access Plan and Code Compliance Matrix. Any information concerning fire access and zoning code requirements must be demonstrated on the site plan or site details sheet as required in Code Section 98-13.
12.a.	Comment not addressed. Remove Sheet SP-503 from site plan set and include information as exhibit with the project narrative. While reference to Flex Unit request can be provided on the site data table, the sheet reference must be removed as well. Additionally, the following wasn't included in the 11x17 sets: Elevations and Floor Plans. Code Compliance Sheet was not removed from the 24x36 sets. Floor plans must be relocated after Elevation Sheets.
12.b.	Comment addressed.
13.	A letter under separate cover must be submitted for City Commission review and approval of the flex units to accommodate the development. The request must include sufficient justification as it will be heard as separate item (Resolution) prior to the development plan application during public hearing.
13.a.	Comment partially addressed. Provide documentation from the Broward County Planning Council confirming if allocation of "bonus sleeping rooms" may be applied to this property, and/or if the number of flex units being requested is correct when applied to special residential facility. If utilizing flex units, staff believes the number of units requested in the letter should be 17.5 dwelling units (or 35 sleeping rooms) instead of the 41 flex units stated in the letter. This will be discussed further in the DRC meeting.
13.b.	Comment addressed.
14.	Per Section 98-13(b)(5), provide disclosure affidavits for all owners and representatives acting on behalf of the application. The disclosure affidavit provided in electronic format for Steven Hydinger is missing the first page and was not provided in hard copy format.
14.a.	Comment addressed.
15.	Proposed scope of work includes separation/division of one parcel into two with separate site plans. The separation of the two sites on different site plans requires both parcels to meet Code requirements on their own. In order to memorialize the lot division, a minor site plan must be submitted for the original parcel to ensure it meets the Code requirements. As discussed during previous pre-application meetings with the owners and owner's representatives, the existing approved and proposed site plans must comply with code requirements for dimensional regulations, landscaping, parking, sanitation, etc. Submit a separate site plan modification application to memorialize the modifications to the existing site plan in relation to property containing Apartments II. This will be discussed during the DRC meeting.
15.a.	Comment addressed. Minor site plan application submitted, which is in review under separate cover.
16.	A unity of title will be required for both parcels for drive aisles, parking, etc. Submit draft of unity of title for staff review.

Development Plan Review

16.a.	Comment not addressed. Applicant states that easements over shared infrastructure will be prepared and provided to City through title opinion demonstrating easements granted by the owner. Easements are not shown on the site plan and draft document hasn't been provided. Staff review of unity of title or other binding agreement is required.
16.b.	Comment pending. Applicant has provided an easement agreement currently in review by the City Attorney. Submit cost recovery fee in the amount of \$1,000.00 payable to the City of Deerfield Beach. Comments will be supplied to Applicant when available. Be advised that site will be subject to conditions of approval related to the above referenced agreement.
16.c.	Payment submitted.
17.	All sheets must include data calculations demonstrating compliance with the code requirements for the new parcel only, not both sites if submitting as a separate site plan.
17.a.	Comment addressed.
18.	There were several documents that were not included in the electronic submittal (i.e. cover letter, development plan application, etc.). Upon resubmittal, ensure all documents included in the submittal in hard copy are also provided via electronically (signed and sealed, where applicable)
18.a.	Comment not addressed. Electronic, 11x17 and 24x36 size sets do not match. There are sheets included in electronic format and/or 24x36 but not in 11x17.
18.b.	Comment addressed.
19.	Submit vehicle circulation plan on separate sheet after the site details sheet.
19.a.	Comment addressed.
20.	The proposed scope of work includes the development of existing retention area currently utilized for drainage for the existing buildings. Additionally, the applicant is requesting flex units to increase the density, as well as several variances from the Code for front and corner side setbacks, pervious area, minimum lot areas, and amount of parking spaces to accommodate the development within the retention area. In previous meetings and as stated in staff comments, the City is concerned with the increased density and intensity of the development of the existing retention area, ability to meet the Code requirements, and effects on the surrounding neighborhood.
21.a.	Comment pending, subject to DRC review.
21.b.	Comment acknowledged. Be advised that site plan approval will be subject to conditions which are forthcoming.
NEW COMMENTS 8/31/2021	

Development Plan Review

22.	Per Code Section 98-3 Definitions Gross acreage <i>means the number of acres within a parcel of land including the building site and one-half of the area of all abutting public streets and alleys.</i> The calculations provided on the survey, site plan, and other applicable documents/applications (including variances, exhibits, etc.) must reflect the gross acreage per Code. Based on width of abutting streets, centerline must be calculated to 35 feet (SW 3rd Ave.) and 25 feet (SW 2nd St.).
22.a.	Comment addressed.
23.	Site plan and elevations must be revised to demonstrate building height to comply with Code definition. Per Code Section 98-3 Definitions <i>Building height means the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.</i>
23.a.	Comment addressed.

B.

COVERPAGE:	
1.	Revise index to be in correct sheet order and reflect removal of sheets as required in comment above.
1.a.	Comment addressed.
2.	Per Section 98-13(8)(a)(5) Cover page must have correct contact information for the property owner, B'nai B'rith as the developer's contact information is listed instead of the owner.
2.a.	Comment not addressed. Provide property owner information as stated on Warranty Deed. Individual contact information may be provided so long as the listed owner is correct.
	NEW COMMENT 8/23/2021
3.	Correct legal description to reflect new BBIV parcel. Ensure lot size within legal description is also updated.
3.a.	Comment not addressed.
3.b.	Comment addressed.

Development Plan Review

C.

SURVEY:	
1.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Gross acreage of property was not provided on survey. Due to the nature of the application with the newly proposed property lines, survey must also demonstrate net and gross acreage of both properties with proposed lot separation.
1.a.	Comment not addressed. Provide gross and net acreage for the BBII and BIV site separately and together. Revise gross acreage to comply with Code definition provided above.
1.b.	Comment addressed. As discussed in past DRC meetings, survey is acceptable with existing lot calculations, provided the site plan accurately demonstrates the proposed net and gross lot area calculations for both B'nai B'rith II and IV.
2.	Survey notes that it was not abstracted. Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances. Ensure all applicable information from title search is provided on survey.
3.a.	Comment addressed.
4.	Electronic copy of survey was not signed and sealed. Provide signed and sealed survey on USB/CD upon resubmittal.
4.a.	Comment addressed.
	NEW COMMENT 8/31/21
5.	Ensure survey is submitted and bound to 11x17 set.
5.a.	Comment addressed.
6.	Survey Note 14. States that ownership of fencing and perimeter wall as shown are not known and therefore, aren't listed as encroachments. However, site plan states existing concrete wall to the west is on adjacent property. Clarify ownership of wall and indicate if changes are proposed.
6.a.	Comment addressed. Ownership information was not provided; however, the wall is proffered to remain as-is.

Development Plan Review

D.

SITE PLAN:	
1.	Site plan drawing and calculations must be revised to include only the portion of property within proposed lot boundaries demonstrating compliance with the code requirements. Ensure site data table is revised with the information/calculations required per Section 98-13(8)(c)(16). There are calculations and dimensions that are required for review but not included within the site data table (i.e. FAR, Height, required and proposed columns, etc.). Staff review for compliance with Code will be included upon resubmittal with the required revisions. This will be discussed further during the DRC meeting.
1.a.	Comment not addressed. Note, per comment above, Code requires the required, existing, and provided measurements and calculations are demonstrated on the site data table. The following must be revised to comply with Code. ▪ Gross and net acreage based on revised survey (above). The lot areas must be specific to the BBIV site. ▪ Revise reference of "Pervious area" to "Landscaped area" per Section 98-61. ▪ Revise Building Height to reflect correct height per definition provided above. ▪ Revise setbacks to reflect correct building height. ▪ Revise notations to reflect removal of Sheet SP 503. Flex units may be referenced in site data table but notation to sheet must be removed. ▪ Ensure "provided" density calculations are correct based on any changes to flex request. ▪ Building footprint as demonstrate on plans (17,647SF) is inconsistent with building footprint (incl'd. overhang) on site data table (17,499 SF). Ensure consistency throughout plan sheets and other documents. ▪ Correct lot coverage calculation. Ensure calculation complies with Code with all areas under roof included in calculation. <i>"Lot coverage means the area of the lot expressed as a percentage of the total lot area covered by the ground floor of all principal and accessory uses and structures including all areas covered by the roof of such uses and structures measured along the exterior faces of the walls or along the foundation wall line or between the exterior faces of supporting columns or from the centerline of walls separating two buildings or as a combination of the foregoing whichever produces the greatest total ground coverage for such uses and structures."</i> ▪ Minimum lot area should reflect dwelling unit equivalent= 111,650 SF. Note, this calculation conflicts with minimum lot area provided on variance and justification attached. Net acreage provided twice (1.04 and 1.05) and is inconsistent.
1.b.	Comment partially addressed. Provide the following: - Proposed individual Gross Site Area in square feet and acreage for BBII and BBIV not provided. (Be advised that Exhibit in Flex Unit Request includes the calculations needed for the site plan sheet; ensure consistency). - Building height calculation includes the notation "including parapets" which demonstrates inconsistency with the Code definition of building height. If a flat roof, parapets are not included. Revise building height on all applicable sheets to demonstrate consistency with Code definition. Note this change may impact setbacks which will result in necessary updated to the applicable site data calculations and variance requests.

Development Plan Review

1.c.	Site Plan Page states building height at 53' 4", however pages A6.11 and A6.12 show building height at 41' 4". Even if the parapet was included as stated last time, the total height would be 52' 8". Applicant needs to address this continued discrepancy and show consistency on the site plan and elevations. Also, side note states 42' to roof height, when height shown is 41' 4". This must be consistent as well. Likely the elevations, which now show the finish grade, did not factor this into the height shown on the elevation pages.
1.d.	Comment addressed.
2.	All proposed parking spaces must be provided onsite. The parallel spaces do not exist and cannot be counted towards parking calculations. Clarify if proposing to improve City ROW as existing swale, street trees, etc. since this is not part of the site.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted electrical and mechanical equipment and screening, including required generator.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
4.a.	Comment not addressed. Code requires they are demonstrated on the site plan as well.
4.b.	Comment addressed.
5.	Per Section 98-13(8)(c)(8) Provide traffic flow markings and signage, including fire lane striping and the location of all curb cuts.
5.a.	Comment not addressed. Code requires they are shown on the site plan as well.
5.b.	Comment addressed.
6.	Proposed dumpster must be located within property boundaries. Per Section 98-13(8)(c)(9) Provide dumpster locations and detail for both trash and recycling showing required screening.
6.a.	Comment not addressed. Applicant is required to submit cross access agreement / unity of title or other binding document that details the construction and ongoing maintenance of dumpster.
6.b.	Comment pending. Applicant has submitted an easement agreement currently in review by the City Attorney. Submit cost recovery fee in the amount of \$1,000.00 payable to the City of Deerfield Beach. Comments will be supplied to Applicant when available.
6.c.	Payment submitted.
6.d.	Comment addressed.
7.	Per Section 98-13(8)(c)(10) Provide existing and proposed location of ground sign locations. Elevations must be provided on elevation details sheet.
7.a.	Comment partially addressed. Provide setback measurement on site plan. It appears that proposed sign is 10 ft setback from property line. Elevations of proposed sign weren't provided on elevation or site details sheet, and is required for review and compliance with Chapter 102 Sign Code.
7.b.	Comment not addressed. Signage details do not specifically identify the proposed dimensions, only the maximums. Confirm whether the dimensions are specific and be advised that if modified after site plan approval, a minor revision to the site plan will be required.
8.	Per Section 98-13(8)(c)(11) Provide pedestrian circulation and ADA compliant access to the rights-of-way.
8.a.	Comment not addressed. Provide pedestrian linkage between the BBII and BBIV sites.

Development Plan Review

8.b.	Comment addressed.
9.	Per Section 98-13(8)(c)(14) Provide the location of freestanding signs with setback measurements.
9.a.	Comment partially addressed. Provide setback measurement on site plan. It appears that proposed sign is 10 ft setback from property line. Elevations of proposed sign weren't provided on elevation or site details sheet, and is required for review and compliance with Chapter 102 Sign Code.

Development Plan Review

9.b.	Comment addressed.
10.	Provide dimension of ingress/egress on SW 2 nd St. Note, Code requires minimum of 23 feet.
10.a.	Comment addressed.
11.	Remove any additional lines on site plan drawing that demonstrate information specific to conceptual engineering drawings (i.e. underground lines, etc.). Only include information specifically required on the site plan.
11.a.	Comment addressed.
12.	Additional/New comments may be forthcoming upon review of the resubmittal and staff review of the drawings which reflect the required changes above.
12.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
13.	Provide parking details for standard, compact, and ADA spaces on site details sheet. Ensure dimensions comply with Section 98-88 Off-Street Parking and Loading. Demonstrate wheel stops in compliance with Code, which requires it to be 30 inches measured from edge of pavement to back of wheel stop.
13.a.	Comment addressed.
14.	Remove parking calculations for the BBII site from site data table. Parking calculations for the BBIV site should only be provided with reference to technical deviation request. If applicant chooses to include shared parking within cross access/unity of title with the BBII site and/or as part of justification for the technical deviation request, that's fine. However, the agreement must be submitted to the City for review.
14.a.	Comment partially addressed. Further discussion with Applicant resulted in Staff determination that including parking calculations for BBII on the site plan is acceptable. However, the calculations must be accurate and consistent with the existing and proposed spaces as demonstrated on the survey and plans, respectively. Refer to new comment no. 22 of this table.
14.b.	Comment addressed.
15.	Submit documentation from easement holders of approval to vacate or build within existing easements.
15.a.	Comment partially addressed. The letter provided from FPL indicates requirements to commence application review. Confirm that the application to vacate or build within the easements has been submitted to FPL and provide evidence as such.
15.b.	Comment acknowledged.
16.	There is a door /opening demonstrated on the southeast portion of the building on the elevation and floor plan sheets that isn't demonstrated on the site plan. Demonstrate door on site plan. Provide clarification if pedestrian access is proposed along this portion of the building as there isn't a sidewalk shown on plans.
16.a.	Comment partially addressed. Although the door/opening referenced in the previous comment has been addressed, the doorway proximal to the clubroom shown on the floor plan sheet A5.11 and west elevation was not demonstrated on the site plan. Ensure all doorways are clearly identified on the site plan.
16.b.	Comment addressed.
17.	Demonstrate roof overhang/awnings on site plan with setback encroachments. Clarify if canopy will be proposed from parking lot to building entrance. If so, they must be demonstrated on site and elevation sheets.

Development Plan Review

17.a.	Comment addressed.
18.	Clarify if existing fencing to remain or if new fence is proposed. Provide existing and proposed fence elevations on site details or elevation sheets. Note, it should match in design to Pioneer Grove Design Standards.
18.a.	Comment not addressed. Applicant's correction response sheet states no new fencing is proposed; however, no response was provided regarding the existing fencing. Confirm whether existing fencing will remain. If so, demonstrate the fencing on the site plan and provide the existing fence elevations on the site details or elevation sheets.
18.b.	Comment addressed.
19.	Clarify boxed and hatched areas on site plan around/within the building and adjacent to the proposed monument sign.
19.a.	Comment addressed.
20.	Confirm if fiber optic box near SW 2 nd Street entrance will be relocated. If so, show on plans.
20.a.	Comment addressed. Fiber optic box to remain.
21.	Correct adjacent land use on site plan to be consistent with RM-15 zoning, not RM-16. Land use is Residential Medium (15 DU/AC).
21.a.	Comment partially addressed. Correct the land use designation listed as M to be consistent with the Residential Medium designation.
22.b.	Comment addressed.
NEW COMMENT 3/18/22	
22.	Parking calculations provided on the site data table are inconsistent with the work proposed on the plans. The survey identifies 66 existing parking spaces on the BBII site which is inconsistent with the number of existing parking spaces listed on the site data table (be advised sheet SP-102 lists 53 spaces as existing).
22.a.	Comment addressed.

E.

ELEVATIONS:	
1.	Revise labeling on elevations to be consistent with direction the building is facing: North, South, East, West, instead of Left, Rear, Right, Front.
1.a.	Comment addressed.
2.	The elevations do not provide legend on the proposed colors, materials or textures. Per Section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture.
2.a.	Comment not addressed. Legend required on all elevation sheets listing all materials and paint color swatch for all principal and accessory structures, including but not limited to dumpsters, awnings/canopies, all building material, mechanical equipment screening material.
2.b.	Comment not addressed. Color/ material legend was not provided on the elevation plan sheets. Although separate sheets demonstrated colored elevations were included in the resubmittal package, all required information applicable to the elevations must be included on the elevation sheet within the development plan sets.

Development Plan Review

2.c.	Comment addressed.
3.	Per Section 98-13(8)(d)(2) Provide the general location of building wall signs and conceptual monument sign.
3.a.	Comment not addressed. Outline of building wall signs and elevation of proposed monument sign demonstrating compliance with Chapter 102 Sign Code required.
3.b.	Comment addressed.
4.	Per Section 98-13(8)(d)(3) Show the location of all mechanical equipment showing adequate concealment. Provide notation on plans that all rooftop equipment will be screened from public view.
4.a.	Comment addressed.
5.	Per Section 98-13(8)(d)(4) Show the height of all buildings, overhangs, and canopies.
5.a.	Comment partially addressed. Demonstrate height of building in compliance with Code Section 98-3 Definitions for building height provided above.
5.b.	Comment partially addressed. Finish grade is not demonstrated on all elevation sheets and provide the building height to the top of the roof, not the roof parapet. Revise Sheet A6.11 to demonstrate the proposed building height is accurately and consistently identified on all sheets per Code.
5.c.	See site plan comment 1.c. Elevation on side, must be accurate to actual elevation. Ensure finished floor is calculated.
5.d.	Comment addressed.
6.	Property is located within the Pioneer Grove Special Architectural District. Therefore, proposed elevations shall comply with the Pioneer Grove Design Standards, specific to the architecture, building color and treatments, etc. A copy of the Design Standards are located here: https://www.deerfield-beach.com/DocumentCenter/View/8626/Land-Use-and-Urban-Design-Plan .
6.a.	Comment not addressed. Staff review for compliance with design standards upon submittal of elevations with material and color legend.
6.b.	Comment not addressed.
6.c.	Comment addressed, applicant may move forward to Community Appearance Board.
7.	Proposed scope of work must comply with Chapter 78 of the Land Development Code, <i>Sec. 78-7. - Evaluation criteria; minimum design criteria prerequisite to issuance of development permit</i> with regards to building and site layout, lighting, landscaping, etc. Additional comments may be forthcoming up resubmittal of elevations.
7.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
8.	Per 78-7(b)1. & 2., Building materials must wrap around the south elevation to avoid single mass wall and ensure consistency with the rest of the building. Additional windows and siding is advised on this elevation to be consistent with the rest of the façade.
8.a.	Comment not addressed. Fiber cement siding appears to discontinue along the southwest corner of the building as demonstrated on the west elevation sheet. Materials to be further discussed during DRC meeting.
8.b.	Comment addressed.

Development Plan Review

9.	Per Section 78-7(b)5. The main entrances should be oriented to a public street or prominent public area, and shall not be primarily constructed of tinted glass. Demonstrate main entrance features on east and north façades.
9.a.	Comment addressed.
10.	Per Section 78-7(b)7. A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme. Color scheme shall be in compliance with Pioneer Grove Design Standards with consideration to the existing development of the property.
10.a.	Comment not addressed. Color and material legend was not provided on the elevation plan sheets. Additionally, although more windows have been included on the elevations, Staff recommends incorporating 2-and 3-panel sliding windows in an effort to increase compatibility with the existing architectural elements of the complex. Elevations to be further discussed during DRC meeting.
10.b.	Comment addressed.
11.	Provide elevations for any proposed fencing, signage, and enclosure existing and proposed for the site. Ensure compliance with <i>Sec. 78-7. - Evaluation criteria; minimum design criteria prerequisite to issuance of development permit.</i>
11.a.	Comment not addressed. Enclosure details must be provided on either the elevation sheet or site detail sheet, including the proposed materials and colors. Include notation that the dumpster is located on the adjacent site associated with Minor Site Plan 91-RM15-25 Rev. 1.
11.b.	Comment addressed.

F. FLOOR PLANS:

1.	Per Section 98-13(8)(e)(1) Show the complete dimension of each room on all floors, labeling any permanent feature.
1.a.	Comment addressed.
2.	Demonstrate location of rooftop equipment (if proposed) on roof plan.
2.a.	Comment partially addressed. Clarify area hatched on roof plan adjacent to the mechanical equipment.
2.b.	Comment addressed.
3.	Per Section 98-13(8)(e)(2) Provide the proposed uses, with different parking ratios must be clearly defined and consistent with site data table.
3.a.	Comment addressed.

Development Plan Review

G.

LANDSCAPING PLAN:	
1.	Lighting isn't shown on plans. Per Section 98-13(8)(f)(1) Provide a plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking and lighting.
1.a.	Comment addressed.
2.	Per Section 98-13(8)(f)(6) Provide the location and label existing and proposed site lighting.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(f)(7) Provide the location and label existing and proposed fire hydrants and Fire Department check valves.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(f)(8) Provide the location and dimensions of all easements and above ground utility lines, FPL boxes and other related structures.
4.a.	Comment addressed.

H.

PHOTOMETRIC PLAN:	
1.	Per Section 98-13(8)(h)(2) Provide a photometric layout of each proposed light fixture and light pole, showing its maximum to minimum foot-candle level. Details of light fixtures and poles may be provided on the same photometric sheet or as separate details sheet after photometric plan.
1.a.	Comment not addressed. Photometric sheet must provide calculations and comply with Code for the BBIV site. Both sites are included in the luminaire schedule and calculation summary. Additionally, the quantity of SA4 on luminaire schedule conflicts with the amount shown on plan. Existing and proposed lighting must be demonstrated on the photometric or site details sheet, not landscape plan. Ensure proposed light pole and fixture matches existing.
1.b.	Comment partially addressed. Confirm whether the proposed lighting on BBIV site will match the existing lighting fixtures on BBII site and include notation on the photometric plan stating as such. Additionally, provide confirmation from the property owner whether the "shoebox" fixtures existing on the neighboring pole lighting will be modified or updated.
1.c.	Comment noted. Applicant has stated in their response that the existing lighting in BB II will be replaced to match the proposed lighting in BB IV. This is work to be performed outside the scope of this application and is part of the minor revision submitted concurrently.
2.	Per Section 98-13(8)(h)(3) Provide a minimum foot candle taken at the property line (existing and proposed).
2.a.	Comment addressed.
3.	Per Section 98-13(8)(h)(4) Provide the location of all existing and proposed easements, notating any above ground utility lines.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(h)(5) Provide the location of all existing off site lighting, including rights-of-way lighting.

Development Plan Review

4.a.	Comment addressed.
5.	Demonstrate compliance with Section 98-88(k)(5) Lighting standards.
5.a.	Comment not addressed. Per Section 98-88(j)(2) For exterior or parking facilities, the intensity of illumination shall provide an average of one footcandle equal to one lumen per square foot, and shall be well distributed on the pavement areas; however, at no point shall illumination be less than one-fourth footcandle. Illumination is less than one-fourth footcandle throughout site. Revise to comply.
5.b.	Comment addressed.

I.

ADDITIONAL COMMENTS:	
1.	Applicant must provide a response that they acknowledge the following comments.
1.a.	Comment not acknowledged.
1.b.	Comment acknowledged.
2.	You are required to contact Broward County's Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666) concerning their transit oriented concurrency process. Provide documentation that this has been completed and that any payments have been made as appropriate.
2.a.	Comment not acknowledged.
2.b.	Comment acknowledged.
3.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
3.a.	Comment not acknowledged.
3.b.	Comment acknowledged.
4.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
4.a.	Comment not acknowledged.
4.b.	Comment acknowledged.
5.*	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666). <i>*Amended to reference updated County Department name and contact information.</i>
5.a.	Comment not acknowledged.
5.b.	Comment acknowledged.
6.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
6.a.	Comment not acknowledged.
6.b.	Comment acknowledged.

Development Plan Review

7.	The following applications have been submitted with the development plan application and will be reviewed concurrently: • Technical Deviation • Variances for minimum lot area, pervious area, front and street side yard setbacks, • Plat Note Amendment
7.a.	Comment not acknowledged.
6.b.	Comment acknowledged.

J.

VARIANCE APPLICATION	
1.	There are several responses to the criteria that are not sufficient or applicable to this application. The comments below provide example and required revisions to the application. It will need to be revised and resubmitted.
1.a.	Comment not addressed. As previously advised during the DRC meeting and via email correspondence, the applicant is required to provide sufficient justification on each variance request as applicable to criteria, explaining what could be built without the variances. Additional information is needed in the justification to prove that this is developable land and not a retention site, and that mitigation of the retention is not part of this variance.
1.b.	Comment not addressed. Note that construction costs and monetary components are not eligible justifications nor are they applicable to the variance requests. Staff recommends revising the responses to include focus on the following: - Achieving compatibility with the Design Guidelines for the Architectural district require locating the building proximal to the right of way minimizes ability to adhere to front and corner setback. - The property lines as proposed constrain the Applicant's ability to meet the side setback requirement; elaborate on the needs for the proposed lot line configuration. Provide explanation on how measuring building setbacks to the previously existing lot lines would achieve compliance with side yard.* - The existing configuration and parking layout of BBII along with meeting the needs of the existing and proposed tenants (proximity to parking and dumpster) minimize the ability to develop in compliance with setback regulations. *Confirm whether ownership is intended to remain the same for both parcels following the split of the lots. Note that the response will determine whether side yard variance request is necessary. Discussion on variance application to be discussed during DRC meeting.

Development Plan Review

1.c.	Comments provided meet the intent of the requirements for a variance application. Applicant can move forward to public hearing to justify the variance requests.
2.	Revise No. 2 of Page 2 to be consistent with the setbacks proposed on the site plan, not the difference in the required and proposed measurements.
2.a.	Comment addressed.
3.	Page 3, Criteria a. the explanation must include response as to how special conditions or circumstances exists which are peculiar to the land or buildings. Responses must be complete.
3.a.	Comment not addressed.
3.b.	Comment not addressed. Refer to comment 1.b. above.
3.c.	Comment addressed.
4.	While providing similar responses within different criteria is acceptable, the applicant must fully explain the justifications specific to the item in response. It is not sufficient to restate the criteria within the response.
4.a.	Comment addressed.
5.	Page 4, Criteria d., the justification must include sufficient and applicable statements for the variance request. Charitable purposes as stated in this criteria is not applicable to this request.
5.a.	Comment not addressed.
5.b.	Comment not addressed. Refer to recommendations provided in 1.b. above.
5.c.	Comment addressed.
6.	Page 5, Criteria e., It is not sufficient to restate the criteria within the response. The applicant can further explain the percentage of the request as stated on page 2 and demonstrate how it is the minimum required for the proposed development.
6.a.	Comment not addressed.
6.b.	Comment not addressed. Refer to 1.b. above.
6.c.	Comment addressed.
7.	Additional comments may be forthcoming upon resubmittal.
7.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
8.	The revised application that was submitted electronically covers some of the criteria on the application. Revise application so as to not cover the criteria on the form. Ensure a hard copy is provided upon resubmittal.
8.a.	Comment partially addressed. Neither a hard copy of the memorandum or variance application was not supplied in the resubmittal package, and the electronic copy of the memorandum was in Word format. Provide each response to the criteria in the application form. If additional pages are required to answer the response sheets, you may add pages to include the remaining portions of the responses. Exhibits may be attached, provided they are referenced in the application responses. If intending to include the memorandum in the submittal, ensure all responses to the criteria are either identical to what is supplied in the application form or omitted from the memo, and that each document is supplied in both hard and digital copy (memorandum must be in PDF format, not Word).
8.b.	Comment addressed.

Development Plan Review

9.	Calculation listed for minimum lot area required conflicts with site plan sheet. Revise and ensure consistency.
9.a.	Comment not addressed. Update the Page 2, Response 1., to reflect the lot area consistent with the Code as demonstrated on the site plan sheet. Ensure memorandum is correct to reference the proposed site area calculations, not existing.
9.b.	Comment addressed.

K. TECHNICAL DEVIATION APPLICATION

1.	Page 2.i. states that the parking study included parking from all three site plans. However, the parking study only includes the proposed development and the existing Building II Apartments, not the whole complex. Revise to be consistent.
1.a.	Comment addressed.
2.	Additional comments may be forthcoming upon resubmittal.
2.a.	Comment acknowledged.
NEW COMMENTS 8/31/21	
3.	The parking study states that 97 parking spaces are provided while tables state 105 parking spaces are provided. Revise to be consistent.
3.a.	Comment partially addressed. Although total amount proposed for B'nai B'rith II and IV have been corrected, the existing parking listed on the tabulations and demonstrated on the survey conflict. (The survey identifies 66 existing parking spaces on the BBII site and tabulation on SP-102 lists 53 spaces as existing).
3.b.	Comment addressed.
4.	Page 2 of Technical Deviation application must be revised and updated with proposed calculations.
4.a.	Comment not addressed. Refer to previous comment.
4.b.	Comment not addressed.
4.c.	Comment addressed.
5.	Report must be updated with latest edition of ITE Manual (10 th Edition). 5 th Edition is referenced.
5.a.	Comment addressed. Edition utilized for the parking calculations is current.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'nai B'rith IV	Application No.:	21-RM15-65
Reviewer Name:	Harold Hoyte	Project Address:	225 SW 3rd Ave.
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	8/1/22		
Submittal No.:	4		

A. LANDSCAPING PLAN:

1.	Per Section 98-81 (h)(2)-mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Mitigation is to be 1.5 times canopy per section 98-81 (h)2 (e). Appraisals are required for specimen trees (18 inches in good condition); Note, required existing or proposed trees cannot be used toward meeting this requirement.
1.a	Comment not addressed. Show appraisal for specimen trees, trees over 18" Diameter at Breast Height (DBH) and in good condition (60%+). Determine mitigation for BB VI only.
1.b	Comment not addressed. Show appraised value for specimen trees, trees over 18" Diameter at Breast Height (DBH) and in good condition (60%+), for each tree on the disposition chart. Based on current values provided, add note that states "\$28,323 will be paid to the Beautification Fund".
1.c	Comment addressed 8/1/22. Will pay \$28,323 into fund.
2.	Show landscape calculations for overall site, including the BB-II developments' existing landscape.
2.a	Comment addressed. Each site to have their stand-alone set of calculations.
3.	On Tree Disposition plan specify palm by Greywood (Clearwood) not CT (Clear Trunk) Note, only trees and palms meeting Section 98-80 (k)(11) will be counted toward landscape requirements.
3.a	Comment addressed 8/30/21
4.	Show existing shrubs and groundcover from BB-II, on overall plan and plant list. Add labels indicating species and specification.
4.a	Comment addressed 8/30/21. No longer applies due to removal of BB II from submittal set.
5.	Add foundation trees at 18 feet tall or palms 18 feet graywood. Increase foundation shrub bed width to 5 feet minimum, per Section 98-80 (e)(14). Note, 10 shrubs and 30 groundcovers are required for every 40 linear feet.
5.a	Comment addressed 8/30/21.
6.	Per Section 98-80 (i), add sight triangles on the property. Remove hedges over 30 inches and multi-trunk trees or palms shown within the sight triangles.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

6.a	Use smaller maturing shrub in terminal islands; Wild Coffee (PSY) matures to over 24 inches.
6.b	Comment addressed 3/4/22.
7.	Per Section 98-80 (e)(12), shown lighting pole offset on the plan and relocate proposed trees and palms outside this zone.
7.a	Pink Shower Tree (CJ) on the south property line is with the offset. Remove, relocate or change species to meet code.
7.b	Comment addressed 3/4/22.
8.	Reduce proposed palms, per Section 98-80 (k)(1).
8.a	Comment addressed 8/30/21.
9.	Show real location and canopy of trees on adjacent property. Adjust location or species accordingly.
9.a	Comment addressed 8/30/21.
10.	Trees/ palms conflict with water lines on the plan, adjust proposed landscape as necessary.
10.	Comment addressed 8/30/21.
11.	Add 3 additional interior islands per Section 98-80 (e)(9).
11.a	Comment addressed 8/30/21. No longer applies due to removal of BB II from submittal set.
11.b	Comment not addressed 3/4/22. Add 2 interior islands ($22/10 = 2.2$ islands).
11.c	Comment addressed 8/1/22.
12.	Add 2 additional terminal island tree per Section 98-80 (e)(8).
12.a	Comment addressed 8/30/21. No longer applies due to removal of BB II from submittal set.
13.	Add 8 additional interior trees per Section 98-80 (e)(1).
13.a	Comment addressed 8/30/21.
13.b	Comment not addressed 3/4/22. Add 2 interior islands.
13.c	Comment addressed 8/1/22. Repeat comment
14.	Add dates on the landscape plans.
14.a	Comment addressed 8/30/21.
14.b	Comment not addressed 3/4/22. Update dates on signed and sealed plans.
15.c	Comment addressed 8/1/22.
	NEW COMMENTS 8/30/21
15.	Per Section 98-61 the landscape (pervious) area is required to be 35%, 27% provided. Add additional landscape area to meet or exceed code. Pending approval of variance request by City Commission.
15.a	Comment addressed 3/4/22. Variance request submitted.
16.	Plant list does not match planting plan. Revise list accordingly.
16.b	Comment addressed 3/4/22.
17.	Label CJ on south property line.
17.a	Comment addressed 3/4/22.
18.	Dumpster screening hedge is to be 36 inches tall at time of planting, revise specification accordingly.



DEVELOPMENT REVIEW COMMITTEE

18.a	Comment addressed 3/4/22. No longer applies due to removal of BB II from this submittal set.
19.	Indicate quantities of each Clear Trunk (CT) of palms without crown shaft. Note, remember Section 98-80 (e) (14) need palms with 18 feet of CT.
19.a	Comment addressed 3/4/22.
20.	Omit Sheet LP-002 from Landscape Plans and ensure correct plant list is provided on Sheet LP-101.
20.a	Comment addressed 3/4/22.
21.	Show tree disposition for BB VI only.
21.a	Comment addressed 3/4/22.
	NEW COMMENTS 3/4/22
22.	Per Section 98-80 (k) (1) add 2 more flowering trees, 6 required, only 4 provided.
22.a	Comment addressed 8/1/22.

B.

IRRIGATION PLAN:

1.	Add dates on the irrigation plans.
1.a	Comment addressed 8/30/21.
1.b	Comment not addressed 3/4/22. Update dates on signed and sealed plans.
1.c	Comment addressed 8/1/22.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'Nai B'rith Apartments IV	Application No.:	21-RM15-65
Reviewer Name:	Bryan Kelley	Project Address:	259-263 W. Hillsboro Blvd
Department/Division:	Traffic Engineering		
Position:			
Date of Review:	03-21-22		
Submittal No.:	3		

A.

Parking Study	
1.	Comment: Tables 8 and 9 indicate 105 parking spaces to be provided on site. However, the text of the report indicates a total of 97 parking spaces to be provided. Please reconcile the two numbers. Applicant Response: See revised parking study analysis. Tables 8 and 9 have been revised to reflect the total of 97 parking spaces to be provided on site.
1.a.	Comment partially addressed. Although the total parking proposed for B'nai B'rith II and IV has been corrected, the existing parking listed on the report tabulations and site plan data table conflicts with the spaces demonstrated in the survey. (The report identifies 64 existing parking spaces on the BBII site, tabulation on SP-102 lists 53 spaces as existing, and survey shows a different amount of spaces). Amend the discrepancy.
1.b.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'NAI B'RITH	Application No.:	21-RM15-65
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	02/22/22		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
----	---

B. SITE PLAN:

1.	UNABLE TO REVIEW LOOPED WATER MAIN (SHOW IN DETAIL) NOT ADDRESSED
1A	ADDRESSED
2.	SHOW LOCATION FOR FIRE BACKFLOW (SHOW POINT OF SERVICE) NOT ADDRESSED
2A	ADDRESSED
3.	FDC IS TOO CLOSE TO BLD AND FDC NEEDS TO BE TIED INTO A FIRE LINE AND SHALL BE LOCATED ON THE STREET SIDE NOT ADDRESSED
3A	ADDRESSED
4.	HYDRANT SPACING SHALL NOT EXCEED 500 FT AS THE FIRE APPARATUS DRIVES ADDRESSED
4A	ADDRESSED
5.	KNOX BOX REQUIRED AT FRONT ENTRANCE NOT ADDRESSED
5A	ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	B'NAI B'RITH Apartments IV Major Site Plan	Application No.:	21-RM15-65
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	02-24-22		
Submittal No.:	3		

A.

SITE PLAN:	
1.	Due to the recurrent flooding conditions affecting this area of the city, the projected rise in groundwater elevation and the proposed redevelopment approach to this site, the city's Engineering staff is asking the applicant to provide a written commitment to implement a stormwater management systems maintenance schedule and activities that will be followed on an annual basis to ensure the proper operation of these systems and grant the City of Deerfield permission to access and inspect facilities to ensure proper operation.
1.a	COMMENT ACKNOWLEDGED. Applicant will provide with final engineering package.
2.	The applicant must acknowledge that regulatory agencies accepted Best Management Practices will be followed in the design of the proposed stormwater management improvements, and these will not have an adverse impact on adjoining properties, including the abutting public streets rights-of-ways.
2.a	COMMENT ACKNOWLEDGED.
3.	The applicant will provide a summary of findings from pre-application meetings and communication with regulatory agencies.
3.a	COMMENT ACKNOWLEDGED. Applicant will provide with final engineering package.
4.	The applicant will provide a calculation for water use based on Broward County GUIDELINES FOR DETERMINING ABILITY TO PROVIDE POTABLE WATER AND WASTEWATER SERVICE.
4.a	COMMENT ADDRESSED.

January 19, 2022



City of Deerfield Beach
Planning and Zoning
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Re: B'nai Brith 4th phase for senior housing- pricing / scale

To whom it may concern,

I am the Developer working with the non-profit B'nai Brith to expand their current efforts serving seniors. The Board of Directors is trying to add a 4th, new, building to complete their vision and mission on contiguous land owned by them. The Board has diligently worked with HUD over 40 years serving this population. They are optimistic about the prospect of utilizing this property with a new, 4 story, 62 unit building.

I understand there are some questions about developing a smaller building. This is a common, reasonable, inquiry. As a developer, I wish there was a way to cost-effectively develop smaller buildings with the scope of services needed for a senior population. Unfortunately, reducing the size and number of units is not a solution for multiple reasons.

1. All of the infrastructure costs, site work, engineering fees, driveways, legal fees, work with lenders, etc are all the same whether the development is 62 units or 40. It is too difficult for smaller developments to absorb all the expenses.
2. If one goes with a smaller building with fewer units, there is not enough rental income to support the costs of the building and associated debt needed to be financed.
3. Developing senior properties is always more expensive due to the need for elevators, more common/activity and services space. Space such as this is non-revenue producing and impacts the revenue stream discussed in option 2.
4. B'nai Brith has done an outstanding job developing a true campus serving seniors. Placing a smaller building on this campus would not work from an architectural standpoint.
5. The dramatic shortage of senior housing demands as many units as possible. To not take advantage of additional units when the opportunity presents itself would be unfortunate.
6. Smaller buildings end up costing much more per unit than larger developments. I am developing a 60-unit, 4 story building in another city and it is running \$268,000 for construction alone. This development is not possible be it not for heavy support from the local city and housing authority.

There are many other technical items addressing why a smaller development will not work. I simply want to present an overview but the outcome is the same. Please feel free to reach out to me anytime. I am committed to making this development a reality for B'nai Brith and appreciate the city's assistance in this important effort.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven C. Hyding", is written over a horizontal line.

Steven C. Hyding
Managing Director
stevenh@brecdevelopment.com

LETTER OF AUTHORIZATION

February 25th, 2021

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

Broward County
1 North University Drive
Plantation, FL 33324

To Whom It May Concern:

B'NAI B'RITH of Deerfield Beach II Inc. is the owner of the property located 255 SW 3rd Avenue #101, within the City of Deerfield Beach, Broward County Florida. The BCPA folio number is 484201250011.

The legal description is:

A PORTION OF TRACT A, B'NAI B'RITH SENIOR CITIZEN PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, ON PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND LYING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA CONTAINING 154,515 SQUARE FEET (3.547 ACRES) MORE OR LESS.

Source of the above legal description: Boundary and Topographic Survey, dated 12/3/2020 by KEITH.

And I/We hereby authorize BREC Development, KEITH, Forum Architecture, Burr & Forman LLP, to act on our behalf to make all necessary applications to obtain development approvals/entitlements and development permits for the above referenced property.



Print Name: DENNIS J. RICE

B'NAI B'RITH of Deerfield Beach II Inc



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH, II, INC.

Filing Information

Document Number	N36136
FEI/EIN Number	65-0278028
Date Filed	01/16/1990
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/12/2019
Event Effective Date	NONE

Principal Address

255 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Changed: 08/11/2017

Mailing Address

299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Changed: 03/26/2018

Registered Agent Name & Address

RICE, DENNIS
299 SW 3RD AVE
DEERFIELD BEACH, FL 33441

Name Changed: 02/06/2020

Address Changed: 10/16/2006

Officer/Director Detail

Name & Address

Title President

RICE, DENNIS
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title TD

ROSE, STEPHEN
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title VD

LAND, ALLAN
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

BERMAN, STANLEY
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title SD

COHEN, ARLENE
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

MEYER, HANK
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

MORRIS, MONA
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Title DIRECTOR

YEVIN, ARTHUR
299 SW 3RD AVENUE
DEERFIELD BEACH, FL 33441-3353

Annual Reports

Report Year	Filed Date
2018	03/26/2018
2019	02/06/2019
2020	02/06/2020

Document Images[02/06/2020 -- ANNUAL REPORT](#)[View image in PDF format](#)[07/12/2019 -- Amendment](#)[View image in PDF format](#)

02/06/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
01/20/2017 -- ANNUAL REPORT	View image in PDF format
02/09/2016 -- ANNUAL REPORT	View image in PDF format
03/23/2015 -- ANNUAL REPORT	View image in PDF format
08/29/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/20/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
04/03/2012 -- ANNUAL REPORT	View image in PDF format
04/01/2011 -- ANNUAL REPORT	View image in PDF format
03/24/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
04/20/2007 -- ANNUAL REPORT	View image in PDF format
10/16/2006 -- REINSTATEMENT	View image in PDF format
02/16/2005 -- ANNUAL REPORT	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
02/27/2003 -- ANNUAL REPORT	View image in PDF format
02/19/2002 -- ANNUAL REPORT	View image in PDF format
03/09/2001 -- ANNUAL REPORT	View image in PDF format
01/28/2000 -- ANNUAL REPORT	View image in PDF format
03/10/1999 -- ANNUAL REPORT	View image in PDF format
03/19/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
04/23/1996 -- ANNUAL REPORT	View image in PDF format

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Steven Hydinger, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date 2-12-2021

Sworn to and subscribed before me this 12th day of February, 2021.

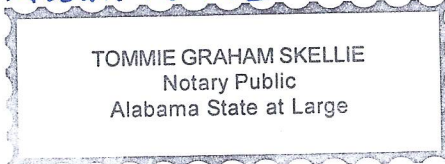
By: [Signature]
Tommie Graham Skellie

Notary Public, State of Alabama

~~Notary Public, State of Florida~~

Produced as ID:

Known to me





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:
(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

N/A

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

N/A

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Dennis Rice, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date

2-16-21

Sworn to and subscribed before me this 16 day of February, 20 21.

By: JEFFREY GROSS

Produced as ID: Personally Known

[Signature]
Notary Public, State of Florida



Jeffrey Gross
Comm. #GG954059
Expires: Feb. 24, 2024
Bonded Thru Aaron Notary



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(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

2015: Ben Preston \$250.00; 2016: Bill Gantz \$1000.00, Todd Drosky \$500.00

2018: Michael Hudak \$250.00; 2019: Michael Hudak \$250.00

2020: Todd Drosky \$500.00; 2021: Bernie Parness \$500

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

KEITH does not have any conflicts with any of its

regulated officers.

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

KEITH does not have any actions that are
in violation with the the City's Ethics Code

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Alexander Lazowick, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

02/17/2021

Date

Sworn to and subscribed before me this 17th day of February, 20 21.

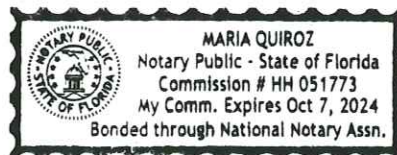
By:

Maria Quiroz

Produced as ID: Personally Known

[Signature]

Notary Public, State of Florida





DISCLOSURE AFFIDAVIT

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Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

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A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:
(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

NONE

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NONE

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

NONE

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, JAMES R. PRATT, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Feb. 25, 2021
Date

Sworn to and subscribed before me this 25th day of February, 2021.

By: Deanne Claiborne

Produced as ID: Personally Known

Notary Public, State of Florida



Deanne Claiborne
Commission # GG089813
Expires: June 10, 2021
Bonded thru Aaron Notary



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT C APPLICATION FOR VARIANCE

Pursuant to Code Section 98-116

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

Check applicable box:

- ☐ **Variance- Zoning Appeals Special Master (ZASM):** Must submit complete application and all required submittals by the cutoff date to be scheduled for a ZASM hearing. If Staff determines more information is needed or the application is incomplete, the application will not be processed or scheduled.
- ☐ **Variance- City Commission:** Must comply with the public notice and advertising requirements, pursuant to Code Section 98-35(1).

REQUIRED SUBMITTALS

The following items must be submitted to be deemed a complete application (*for variances requiring approval by City Commission, documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (Including Development Plan Application Form)
- ☒ **Application Processing Fee** (See fee schedule)
- ☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application (for City Commission variances only).
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☒ **Current Survey** (*12 months or less*) showing existing conditions prepared, signed and sealed by a Florida registered surveyor of the subject property.
- ☒ **Site Plan** showing proposal for the variance being sought. Examples of acceptable site plans include sketches (to scale) on a current survey, drawings prepared by a licensed architect, engineer, or landscape architect, etc.
- ☒ **Photographs** (a minimum of 2) showing the existing conditions of the property taken from different perspectives where the development is proposed.
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☒ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.)

Any party to a proceeding before the Special Master may appeal the decision of the Special Master by a writ of certiorari as provided by the Florida Rules of Appellate Procedure. In order to appeal the decision of the Special Master, a verbatim transcript of the proceeding is necessary.

PROPOSED VARIANCE

1. State the Code Section(s) and the Land Development Regulation standard(s) required for the proposed variance (*i.e. setbacks, height, etc.*):

CHAPTER 98, ARTICLE III, SECTION 98-61 SCHEDULE OF DIMENSIONAL REGULATIONS

RM-15 MINIMUM LOT AREA REQUIRED: 2900 SF/DU (62 UNITS X 2900 SF = 179,800 TOTAL REQUIREMENT)

RM-15 MINIMUM FRONT SETBACK: 25 FT

RM-15 MINIMUM CORNER SETBACK: 25 FT

RM-15 MINIMUM PERVIOUS AREA: 35%

2. Describe the variance(s) requested (*e.g. 20' front yard setback, etc.*):

VARIANCE FOR PROVIDED LOT AREA OF 45,520 SF

VARIANCE FOR PROVIDED FRONT SETBACK OF 16.5'

VARIANCE FOR PROVIDED CORNER/STREET SIDE SETBACK OF 16.5'

VARIANCE FOR PROVIDED PERVIOUS AREA OF 26.9%

A. DEMONSTRATION OF COMPLIANCE WITH VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 98-116(f)(2) of the Deerfield Beach Land Development states: *all of the following requirements must be met to secure approval for a variance. The burden of proving that all requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

This application will not be accepted without a specific statement in response to each of the requirements on the following pages.

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:

The Community is unique because it exists to provide low income, senior housing. The intention since the Community began over thirty (30) years ago was to develop a series of apartment buildings to accommodate the aging, low income population of Deerfield Beach.

Phase IV is only the final phase of the Community that began many years ago. Because this fourth (4th) and last phase is on the only remaining land, the Owner's proposed Phase IV building must fit into the existing footprint. The Community is bounded to the east by SW Martin Luther King, Jr. Avenue, and to the north by SW 2nd Avenue. The property to the west has been improved and the property to the south is the third B'nai B'rith Community building. The unique shape of the land available for Phase IV cannot, therefore, be enhanced by the acquisition of additional lands.

Unlike other properties, the plat note restricting this Property prevents the Property from being used for any purpose other than expansion of the Community.

Finally, unlike other properties, a charitable organization will develop and operate Phase IV with a goal it shares with the City—to provide housing for aging people with limited income. These are all special circumstances unique to this property making the Variances necessary.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- b. That the special conditions and circumstances do not result from the actions of the applicant:

The need for the Phase IV is a direct result of, among other causes, the aging and low income population that has grown in Deerfield Beach over the last thirty (30) plus years. And the need for the Variances is a direct result of the need for Phase IV.

While the aging housing stock and aging, low income senior population are not circumstances created by the Owner, the Owner intends to develop Phase IV of the Community in order to help ease the burden of aging housing stock and to provide adequate and affordable housing for the growing senior population.

Further, the plat note limiting the use of the Property to senior, low income housing is not a result of Owner's actions. Yet, that note precludes any other use of the Property. Owner's actions have created neither the need for, nor the plat note mandating, this type housing.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- c. **The granting of a variance is specifically contemplated by the Deerfield Beach Land Management Regulations. Granting a variance to the Owner in accordance with the procedures and criteria of the Land Management Regulation will not confer a special privilege to the Owner that is denied to other lands, buildings, or structures.**

The specific Variances requested by the Owner are, indeed, unique to the particular parcel at issue and its existing use as a low income, senior housing apartment complex. To our knowledge, no other property in the same zoning district is in a similar circumstance. The plat note mandates senior, low income housing on the Property, and precludes other uses. Any other property in the same circumstances should receive the same treatment we are requesting for Phase IV.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- d. That the literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant:

The literal interpretation of the Code would deprive the Owner of the ability to develop its remaining unimproved land and therefore would work unnecessary and undue hardship on the Owner.

The Owner is seeking the Variances to complete the original intended use for the Property (which the plat note makes the only permitted use), to realize Owner's charitable mission (Owner's not-for-profit purpose is a significant and unique consideration), and to address a growing public need.

Owner and City would both suffer unnecessary and undue hardship if Phase IV cannot proceed. If the Variances are denied Owner will suffer the unique losses of abandoning a long-term plan and desire to optimize the resources the Community represents, and will be denied the full benefit of its efforts and resources; and the City will suffer the loss of one of the few undeveloped parcels suitable for age and income restricted housing.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

The requested Variances are necessary in order for Phase IV to be viable. At the same time, the Variances are not overreaching – in the course of our lengthy analysis we concluded the Variances are the minimum required. Each Variance is the minimum possible in its category.

Please refer to revised Supplemental Variance Justification that is included with this submittal.

- f. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

The Deerfield Beach Land Management Regulations include the Comprehensive Plan as a guide for the regulation and development of the City of Deerfield Beach. Phase IV of the Community will help the City of Deerfield Beach achieve its objective of the Comprehensive Plan by providing more options for affordable, senior, low income housing, by providing high quality housing conditions, and by developing a new apartment building on unimproved land rather than on historic or preservation land.

THE IMPLEMENTATION OF THIS PROJECT WOULD BE A BENEFIT TO THE COMMUNITY BY AIDING

TO ADDRESS A NATIONAL AND LOCAL ISSUE OF AFFORDABLE SENIOR HOUSING.

The Owner's proposed development will not be injurious to the area or public welfare. The Variances will not change the use of the Property—the use will remain as it has been for decades. The Community and surrounding uses are compatible with and complement the area. It will also promote the public welfare.

It is interesting and fortuitous the plan for Phase IV implements principles that make the Community more livable and walkable. The attached Site Plan depicts the building closer to the right-of-way. It also depicts parking in the rear of the building, less visible from the right-of-way. In addition, in accordance with staff comments, the front elevation will be made more interesting with a faux front entrance and other contours and features.

The Variances make it possible to implement in Phase IV those livability and walkability principles. In its Comprehensive Plan, the City itself has concluded public welfare is best served by the type of affordable, quality housing proposed with Phase IV. It would be denial of the Variances and abandonment of Phase IV that would be detrimental to the public welfare.

Please refer to revised Supplemental Variance Justification that is included with this submittal.



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT D

APPLICATION FOR TECHNICAL DEVIATION

Pursuant to Code Section 98-88(q).- *Off Street Parking and Loading.*

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

The following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☐ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** (*if applicable*) authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Business Tax Receipt Application** (*if applicable*)
- ☐ **Dimensioned Floor Plan** and/or site sketch showing proposed use in relation to the building and/or site.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

A. PROPOSED TECHNICAL DEVIATION

Provide the following calculations in the table below:

	Required	Existing	Proposed	Change (+/-)
Total number of parking spaces	58	N/A	22	-36
Total number of ADA-accessible parking spaces	3	N/A	4	+1

B. DEMONSTRATION OF COMPLIANCE WITH TECHNICAL DEVIATION CRITERIA

(Attach additional page(s) if more space is needed)

Section 98-88(q) of the Deerfield Beach Land Development Code states: *one the following requirements must be met in order to receive a technical deviation. The burden of proving that one of the requirements is met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

The City Commission may grant a technical deviation from the requirements of the off-street parking requirements as it deems justified based upon the criteria described below with any conditions it deems necessary to assure that the reasonable parking needs of the use are provided for.

Application WILL NOT be accepted without a specific statement in response to either i, ii, or iii on the following pages.

- i. The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction:

THE PROPOSED DEVELOPMENT IS LOCATED ADJACENT TO 3 OTHER AGE-RESTRICTED HOUSING DEVELOPMENTS AND ONCE COMPLETE WILL BE A PART OF THAT GREATER CAMPUS. PARKING FROM THE CAMPUS AS A WHOLE WILL BE FACTORED IN A PARKING STUDY. IN ADDITION, BASED ON THE AGE RESTRICTION AND TRIP GENERATION ANALYSIS THE APPLICANT NOTES THAT THERE ARE FEWER VEHICLES REQUIRED BY RESIDENTS AND THEREFORE A MUCH SMALLER DEMAND FOR PARKING.

- ii. It is found that the arrangement of uses in close proximity to the proposed use is such that, when combined with available mass transit or other uses which are likely to provide parking for patrons of the proposed use without the necessity of seeking a different parking space, is such that the strict application of the off-street parking ordinance requirements would be inequitable to the applicant, or unnecessary to protect the public interest, or would be in excess of that needed to provide sufficient parking for the proposed use:

n/a

- iii. A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation:

n/a

SUPPLEMENT TO VARIANCE JUSTIFICATIONS

Project Name: B'nai B'rith Apartments IV

Application No.: 21-RM-15-65

BACKGROUND

B'nai B'rith of Deerfield Beach II Inc. ("**Owner**") submitted this Application through Owner's developer, BREC Development, LLC. The property to be developed ("**Property**") is the northern, undeveloped portion of the approximately 3.547 acres parcel depicted on the plat recorded in the Broward County Records in Plat Book 128 at Page 46 ("**Plat**").

Owner proposes developing the Property as the fourth phase ("**Phase IV**") of a community currently consisting of three developed phases ("**Community**"). The Community is not for profit and age-and income-restricted. Phase IV will add 62 more units and will adjoin, and share infrastructure with, the second phase ("**Phase II**").

In its Application, Owner requests approval of three variances (the "**Variances**") which are summarized below.

We submit these supplemental justifications for the Variances in response to comments of the DRC.

GENERAL JUSTIFICATIONS

The Property is zoned RM-15. In addition, the Property is subject to a Plat Note restricting use of the Property to age- and income-restricted housing ("**Plat Note**"). We need the Variances because Phase IV cannot be viable and comply with both the requirements of the RM-15 zoning and with the Plat Note.

Without the Variances, the Property cannot be developed into a viable age- and income-restricted community. That is because without the Variances the building must be smaller (by approximately 22 units). According to Owner's projections, the smaller building will not generate sufficient income to sustain operations.

Feasibility is a proper consideration for these Variances since the Plat Note limits the Property to a single use—it is an insurmountable hardship if that single use is not feasible. Feasibility is also appropriate consideration because in this case, feasibility does not mean profitability—this Community is not-for-profit. When we speak of "feasibility," we mean sustainable for a charitable purpose that implements City policies.

The Property currently accommodates drainage from earlier phases of the Community. The stormwater designs for Phase IV permit the Property to continue accommodating drainage from earlier phases, while at the same time accommodating its own post-development drainage.

Granting the Variances will not relieve Phase IV from complying with any stormwater requirements. The Variances relate only to the dimensional requirements of Section 98-61 of the Land Development Regulation.

The denial of Phase IV would be a loss for the City and for the needy residents who would live in Phase IV, and would undermine goals and objectives of City's Comprehensive Plan. Among other

goals, Goal HS 1.0 of City's Comprehensive Plan states the City will provide "...sufficient quantity of safe and adequate housing which is affordable to all income groups in Deerfield Beach." City's granting the Variances will implement the Comprehensive Plan by providing more options for affordable, senior, low-income housing, and encouraging infill development on an underused site.

SPECIFIC JUSTIFICATIONS

Variance Request: Lot Area Required

RM-15 zoning requires a minimum lot area of 2,900 square feet per density unit, which for Phase IV equates to 111,650 square feet. The Owner is seeking a variance of 66,130 square feet for a resulting build of 45,520 square feet.

The Plat Note creates a hardship that is peculiar to the Property. The hardship is that an age- and income restricted residential community (as required by the Plat Note) is not feasible if the development must also comply with minimum lot area requirements. Phase IV is not sustainable if it must comply with both minimum lot area requirements of the current zoning and with the Plat Note.

This variance from the minimum required area is not overreaching. Owner established the Property boundaries in part to ensure Phase II remains compliant with City requirements. In the course of our analysis, we concluded this variance is the minimum required for a usable area. We are also mitigating for the lot size, and ensuring intensity of Phase IV is compatible with the area, by sharing parking and other infrastructure between Phase II and Phase IV.

We are able to demonstrate this variance from the minimum lot area is the minimum necessary for Phase IV.

Because this variance is the minimum necessary to allow development, Owner is not receiving a benefit unavailable to other owners. The variance will ensure only that the Property can be developed consistent with the Plat Note.

Variance Request: Minimum Corner Setback

RM-15 zoning requires a minimum corner setback of 25 feet (Front and Street Side). The Owner is seeking a variance of 8.5 feet resulting in a corner setback of 16.5 feet.

The hardships caused by the Plat Note also necessitate the corner setback variance. Complying with corner setbacks would require construction of a smaller building. And, as noted above, the project is not viable with a smaller building.

Thus, a project complying with the Plat Note is not feasible without a variance from corner setback requirements.

This variance from the corner setback requirements is not overreaching, and in fact, allows Phase IV to comply with design guidelines favored by the City. For example, the Pioneer Grove Design Standards include the following policies:

"Buildings are preferred to be as close to the sidewalk as possible, provided that required landscape, hardscape, and infrastructure are incorporated..."

And,

'Surface parking...shall be located on the side of the structure deemed "back of house" or in the area least likely to be visible from the largest pedestrian area.'

Granting the variances from corner setback requirements allows Phase IV to comply with both of these guidelines by placing the building adjacent to the sidewalk, and making room for surface parking in the rear.

In the course of our analysis, we concluded this variance is the minimum required for a usable area consistent with the guidelines of the architectural district. We are able to demonstrate this variance from corner setback requirements is the minimum necessary for Phase IV.

Because this variance is the minimum necessary to allow development, Owner is not receiving a benefit unavailable to other owners. The variance will ensure only that the Property can be developed consistent with the Plat Note and that Phase IV implements City design preferences.

Variance Request: Minimum Landscape area

RM-15 zoning requires a minimum landscape area of 35%. The Owner is seeking a variance of 8.39% landscaped area resulting in a landscaped area of 26.61% of the proposed site.

The justifications for the other Variances apply also to the variance from the minimum required landscape area.

Owner cannot increase the landscape area without infringing on other development requirements or increasing the scope of the other Variances. Accordingly, the requested minimum landscape area variance is the minimum possible for the project. Phase IV provides the maximum possible landscape area.

For the same reason, Owner is not receiving a benefit unavailable to other owners. The variance provides the basic benefit of developing the Property for the only use permitted by the Plat Note.

January 26, 2022

City of Deerfield Beach

**RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00**

KEITH, on behalf of the applicant (B'NAI B'RITH of Deerfield Beach II Inc.) submit applications for a Development Plan approval and Plat Note Amendment for the property located at 255 SW 3rd Avenue within the City of Deerfield Beach. The property is currently zoned as Multi-Family Residence (RM-15). The City's Land Use map designates the property as Medium Density Residential (15 DU/AC). The property currently comprises a parcel totaling approximately 3.547 acres and features the Existing B'nai B'rith II Facility.

The B'nai B'rith Campus features three existing phases of age/income restricted apartments. The proposed development plan (BB-IV) is to split the existing parcel and develop the vacant space as phase #4. The proposed phase #4 will consist of a four-story age/income restricted Special Residential Facility with a 67,825 SF building consisting of 62 total units (38.5 Dwelling Unit Equivalents).

The existing plat (PB 128, PG 46) includes an amended plat note restriction (ORB44008 / PG 646) which restricts development on Tract 'A' to:

This plat is restricted to a Special Residential Facility, Category (3) as defined by the Broward County Land Use Plan and an existing 16,000 square foot youth automotive training facility. The Special Residential Facility, Category (3) contain 312 sleeping rooms (156 dwelling unit equivalents) which includes an existing manager's unit.

The Special Residential Facility is further restricted to persons 62 years of age or older with a total family income of eighty (80) percent or less of the median income of Broward County according to the current standard of metropolitan statistics of the United States Department of Housing and Urban Development.

Below is a breakdown of the existing three phases of the B'nai B'rith Development. These existing phases account for 272 sleeping rooms (136 dwelling unit equivalents) within the existing plat note restriction.

Project	Units	Dwelling Unit Equivalents	Sleeping Rooms
Existing BB-I	99 (One-Bed) / 1 (Two-Bed) 100 Total	50.5	101
Existing BB-II	83 (One-Bed)	41.5	83
Existing BB-III	88 (One-Bed)	44	88
Sub-Total Existing	271 Units	136 Equivalents	272 Sleeping Rooms
Proposed BB-IV	47 (One-Bed) / 15 (Two-Bed) 62 Total	38.5	77
Total	333 Units	174.5 Equivalents	349 Sleeping Rooms

The proposed BB-IV development will include 62 total units (47 one-bed units and 15 two-bed units) which equals 77 sleeping rooms (38.5 dwelling unit equivalents). The request for plat-note amendment will seek to increase the restrictive language:

- From 312 sleeping rooms (156 dwelling unit equivalent)
- To 349 sleeping rooms (175 dwelling unit equivalent). Confirmed by Broward County.

Site Plan Requirements – Per Chapter 98, Article II, Section 98-17

- *Adequacy of local transportation network.* Local street shall have adequate capacity, safe and efficient traffic circulation, and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site-specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards.

Response: The proposed development is anticipated to have minimal impact to the local transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement.

- *Adequacy of regional road network.* The regional road network shall be adequate to serve the proposed development. The proposed development shall not be deemed to satisfy this requirement unless one of the following conditions exist:

Response: The proposed development is anticipated to have minimal impact to the regional transportation network as it is expected to generate less than 500 trips per day. The applicant has provided a traffic impact statement. Broward County will review traffic impact on SW 3rd Avenue at the time of plat note amendment.

- Stormwater Management.

Response: All stormwater will be treated pursuant to the City's Land Development Code. Design calculations will be provided showing the adequacy of the proposed stormwater management system.

- *Potable Water.* Adequate potable water shall be provided for the needs of the proposed development consistent with this Code and the City of Deerfield Beach Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Wastewater.* Adequate wastewater services shall be provided for the needs of the proposed development consistent with this Code in the Comprehensive Plan.

Response: Acknowledged. The applicant will submit water/sewer capacity demand calculations during site plan approval.

- *Solid waste.* Adequate solid waste collection facilities and services shall be obtained by the applicant through the department of sustainable management.

Response: The development team has designed the site for adequate solid waste collection and circulation. A separate designated trash enclosure has been designed for the BB-IV development and is depicted on the Site Plan SP-101.

- *Fire and fire rescue protection.* Fire and fire rescue protection services shall be adequate to protect people and property in the proposed development.

Response: The development team has designed the site for adequate fire/emergency access



and circulation according to the City of Deerfield Beach Fire Department requirements. A fire access plan has been submitted showing the required 20-foot clear fire circulation path with 38' inside and 50' outside turning radii. Existing and Fire hydrant locations are shown on the plan.

- *Police protection.* Police protection services shall be adequate to protect people and property in the proposed development. The development shall provide improvements to minimize the risk to public safety and assure adequate police protection.

Response: This project is considered to be an infill development. The urban nature and design of the building and proposed site will promote the principles of Crime Prevention Through Environmental Design (CPTED) to help foster adequate policing and prevention of criminal activities.

- *Communications network.* Building and structures shall not interfere with the City of Deerfield Beach and Broward County public safety communication network. Development shall be modified to accommodate the needs of the City of Deerfield Beach and Broward County public safety communication network.

Response: Comment Acknowledged.

- *Protection of air navigation.* No development shall include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR) Part 77, Subpart B.

Response: The development is not anticipated to have any impact to the FAA Height Restrictions as this development is not located within any zone of impact.

- *Adequacy of local parks and recreation facilities.* Land suitable for residential development pursuant to the applicable land development regulations shall be designed to provide for the park, open space, and recreational needs of the future residents of the developed area.

Response: The applicant believes there is adequate local parks and recreation and is aware that impact fees may need to be satisfied.

- *Platting.* The platting requirements as set forth in the city's adopted comprehensive plan and Broward County Land Use Plan have been met.

Response: The Site is currently platted; however, a plat note amendment is anticipated and will be processed concurrently with this site plan application. Applicant will delineate the BB-IV without re-platting in the same manner as the previous three phases.

- The development permit is consistent in all respects and satisfies the requirements of the Deerfield Beach Comprehensive Plan.

Response:

Policy FLU 1.1.9: The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Policy FLU 1.3.2: In accordance with the South Florida Regional Planning Council's Strategic Regional Policy Plan, the City shall promote increased use of mixed densities and housing product types within residential zoning and individual parcels to encourage the planning and construction of a greater diversity of housing choices.



GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

- **Compatibility.** The proposed development must be compatible with adjacent and neighboring uses and zoning, preserve the character within 500 feet of the proposed development, public and private schools. The proposed development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent neighborhoods.

Response: The proposed use is compatible with the adjacent uses. The site is bounded by single-family residential properties to the east, multi-family residential to the south and west, and open space to the north. The proposed development is similar to the previous B'nai B'rith Development Phases in terms of scale, style, and use.

- *Required right-of-way dedications.* All developments which contain property designated by the Broward County Trafficways Plan and the delineated by the Broward County Trafficways plan and the delineated trafficways plan approved by the county commission, pursuant to the Broward County Land Development Code, shall be conveyed to the public by dedication on the face of any plat, or by warranty or easement deed, if the development permit is not a plat or if such instruments are found acceptable by the city attorney for the City of Deerfield Beach.

Response: It is not anticipated that any further ROW dedication will be needed for SW 3rd Avenue or SW 2nd Street. SW 3rd Avenue is designated as an 80-foot County Collector Roadway, per the Broward County Trafficways Map. Per the existing Plat, 40 feet has been dedicated on the western half of the SW 3rd Ave right-of-way. SW 2nd Street is a local street, per Broward County Trafficways Map, and is shown as a 50-foot ROW, per Broward County ROW Maps.

- *Adequacy of schools.* The city shall not approve an application for a residential plat, replat, plat note amendment, findings of adequacy, or any residential site plan application that generates one or more students, (or is not exempt or vested from the requirements of public-school concurrency), until the school board has reported that the school concurrency requirement has been satisfied, and the city has determined that the application is consistent with this Code and the city's Comprehensive Plan.

Response: The Proposed Development is age-restricted; therefore, it is not anticipated that the development will generate any additional students.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com

CC: Steven Hydinger, BREC Development



January 26, 2022

City of Deerfield Beach

**RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00**

In connection with the site plan application (21-RM15-65), KEITH is submitting for a Technical Deviation to the amount of required parking for the BB-IV Development.

- **Summary**

- The proposed BB-IV Development requires 58 parking spaces.
- The proposed BB-IV Development provides 22 parking spaces.
- A 36-parking space deviation is requested for the proposed BB-IV development.
- A shared parking analysis of BB-IV and adjoining BB-II is being submitted. We expect parking between the two properties to be adequate for both based on use patterns.

Technical Deviation - Per Chapter 98, Article IV, Section 98-88

A technical deviation is a reduction in the required amount of parking spaces required by the City. One of the following requirements must be met in order to receive a technical deviation:

- (i) *The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction; or*
- (ii) It is found that the arrangement of uses in close proximity to the proposed use is such that, when combined with available mass transit or other uses which are likely to provide parking for patrons of the proposed use without the necessity of seeking a different parking space, is such that the strict application of the off-street parking ordinance requirements would be inequitable to the applicant, or unnecessary to protect the public interest, or would be in excess of that needed to provide sufficient parking for the proposed use; or
- (iii) A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation;

Response to section (iii) above: A Parking Demand Analysis has been submitted outlining the existing parking supply that the current site provides. Based on this supply, the consultant performed a parking accumulation survey to determine the maximum utilization of those parking spaces during any day of the week with 100% occupancy of the facility. A parking demand analysis was also completed to project what the future peak demand will be with the proposed development in place. Based on the existing maximum utilization rate as determined

from the parking utilization study, a future estimation was made for the proposed development. The parking analysis demonstrates the strict application off-street parking requirements of the land development code are much higher than the actual parking requirement and are therefore not in the best interest of the public because of the unique nature of the facility. It also demonstrates parking provided by BB-II, which is in close proximity, together with the parking to be provided by BB-IV will be adequate for both communities. Please refer to the attached Revised Parking Demand Analysis dated September 2021.

We thank you for your prompt attention in this matter. If you have any questions or require additional information, please do not hesitate to call us.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

Office: 954.788.3400

Email: MAmodio@keithteam.com

www.KEITHteam.com

CC: Steven Hydinger, BREC Development



January 26, 2022

City of Deerfield Beach

RE: B'NAI B'RITH Apartments IV
KEITH Project No. 10912.00

Special Residential Bonus Sleeping Room Allocation Request:

In connection with the site plan application (21-RM15-65), KEITH is requesting Allocation of Bonus Sleeping Rooms for the development of the proposed Phase IV of the B'nai B'rith Campus (BB-IV).

The property is currently zoned as Multi-Family Residence (RM-15). The City's Land Use map designates the property as Medium Density Residential (15 DU/AC). The Broward County Land Use Map designates the property as Medium-High Residential (25 DU/AC).

The existing property is one parcel, consisting of 3.547 NET Acres and 4.239 GROSS Acres (Per Survey). The project seeks to divide the existing parcel into two independent parcels. The attached exhibit is a breakdown of the two resulting parcels. The gross acreage is measured to the centerline of SW 2nd Street and the centerline of SW 3rd Avenue. The NET Acreage accounts for all existing ROW dedications.

The current development plan proposes developing a final phase ("Phase IV") on the undeveloped area at the north end of the Property. Phase IV will consist of a four-story age and income restricted Special Residential Facility with a permitted density of 15 du/ac which results in a permitted total of 21 dwelling units or 42 sleeping rooms per Broward County Land Use Plan.

To allow the proposed total of 77 sleeping rooms (47 one-bedroom and 15 two-bedroom units) for Phase IV, the city would need to allocate 35 of the remaining bonus sleeping rooms from the available allocation pool.

The remnant existing parcel (South) will comply with existing density regulations by maintaining the allowed 15 unit per acre requirement, per zoning code, with a permitted total of 42 dwelling units or 84 sleeping rooms.

The B'nai B'rith Apartments Campus features three existing phases of age and income restricted apartments. The Community residents are ambulatory and require no services. The units provide affordable lodging for aging, low-income people desiring and capable of independent living. Allocating to the property bonus sleeping rooms addresses an important City need to provide this type of housing.

We thank you for your prompt attention in this matter. If you have any questions or require additional information, please do not hesitate to call us.

Respectfully submitted,

Michael Amodio

Michael Amodio, AICP

Planner

Office: 954.788.3400

Email: MAmodio@keithteam.com

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CC: Steven Hydinger, BREC Development

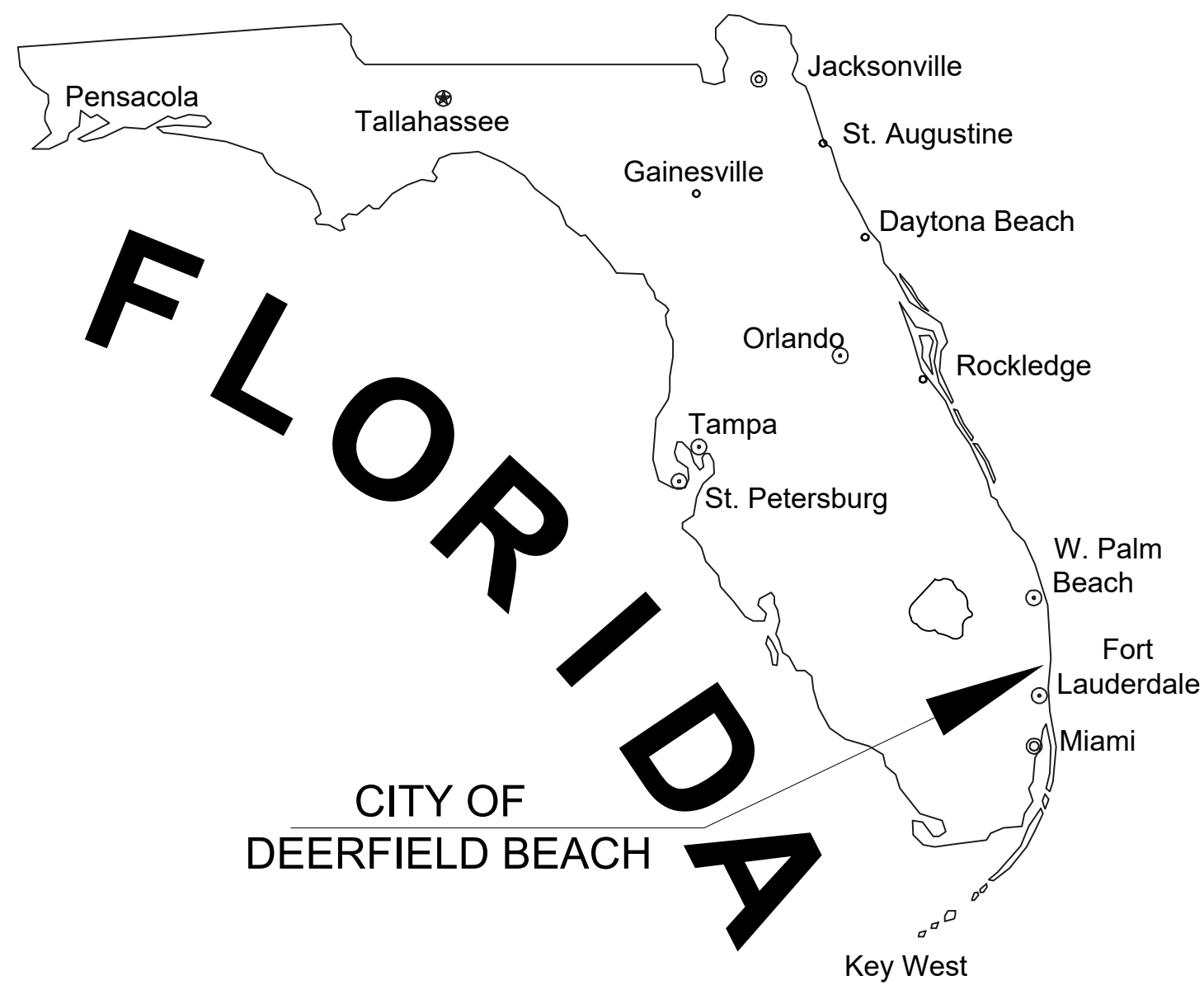
www.KEITHteam.com

SITE PLAN SUBMITTAL

B'NAI B'RITH

APARTMENTS IV

255 SW 3RD AVE, 33441
CITY OF DEERFIELD BEACH
BROWARD COUNTY, FLORIDA



RELATIONSHIP BETWEEN
NGVD 1929 AND NAVD 1988

DATUM	DIFFERENCE	ELEV.
NGVD 1929	+1.50 FEET	1.50'
NAVD 1988		0.00'

ALL ELEVATIONS SHOWN ON THESE PLANS ARE
BASED ON NAVD 1988 DATUM

FEMA FLOOD ZONE:

THE PROPERTY IS LOCATED WITHIN FLOOD ZONE AE
& AH WITH A BASE FLOOD ELEVATION OF 11 & 12 FEET,
AS SHOWN ON F.I.R.M. NUM. 12011C0178J, BEARING A
MAP EFFECTIVE DATE OF 12/31/2019.

LAND DESCRIPTION:

A PORTION OF TRACT A, B'NAI B'RITH SENIOR CITIZEN PLAT, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 128, ON PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT A; THENCE NORTH 88°18'13" EAST ALONG THE
NORTH LINE OF SAID TRACT A, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE
NORTH 88°18'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 258.61 FEET; THENCE ALONG THE EAST LINE
OF SAID TRACT A THE FOLLOWING TWO COURSES; (1) SOUTH 46°27'28" EAST, A DISTANCE OF 42.60 FEET; (2)
SOUTH 01°13'09" EAST, A DISTANCE OF 152.30 FEET; THENCE SOUTH 88°46'51" WEST, A DISTANCE OF 129.20
FEET; THENCE NORTH 01°41'50" WEST, A DISTANCE OF 40.79 FEET; THENCE SOUTH 88°46'51" WEST, A
DISTANCE OF 159.26 FEET TO A POINT ON A LINE BEING 5.00 FEET EAST OF AND PARALLEL TO THE WEST LINE
OF SAID TRACT A; THENCE NORTH 01°14'08" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 140.67 FEET
TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA CONTAINING 45,520
SQUARE FEET (1.045 ACRES) MORE OR LESS.

PROJECT DESCRIPTION / SCOPE OF WORK:

THE PROPOSED DEVELOPMENT PLAN (BB-IV) IS TO SPLIT THE EXISTING PARCEL AND DEVELOP THE VACANT
SPACE AS PHASE #4 OF AN EXISTING SENIOR LIVING CAMPUS. THE PROPOSED PHASE #4 WILL CONSIST OF A
FOUR-STORY AGE/INCOME RESTRICTED SPECIAL RESIDENTIAL FACILITY WITH A 67,825 SF BUILDING
CONSISTING OF 62 TOTAL UNITS (38.5 DWELLING UNIT EQUIVALENTS). THE SITE WILL ALSO FEATURE
PARKING, DRAINAGE, WATER, SEWER, AND LANDSCAPING IMPROVEMENTS.



LOCATION MAP

SECTION 01, TOWNSHIP 48S, RANGE 42E
FOLIO #484201250011

PREPARED FOR:
BREC DEVELOPMENT, LLC
3010 THIRD AVENUE SOUTH
BIRMINGHAM, AL 35233

INDEX OF SHEETS	
Sheet Identification	Sheet Title
--	COVER PAGE
--	SURVEY
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SP-501	SITE PLAN DETAILS
SP-502	VEHICLE CIRCULATION PLAN
ARCHITECTURAL PLANS	
A1.02	CODE COMPLIANCE & MATRIX
A2.1 - A2.2	EXISTING BUILDING ELEVATIONS
A6.11 - A6.12	EXTERIOR ELEVATIONS
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A5.61	UNIT PLANS
--	COLOR ELEVATIONS
LANDSCAPE PLANS	
LD-101	TREE DISPOSITION PLAN
LD-001	LANDSCAPE NOTES
LP-100	OVERALL LANDSCAPE PLAN
LP-101	LANDSCAPE PLAN
LP-501	LANDSCAPE DETAILS & NOTES
LI-101	IRRIGATION PLAN
LI-501	IRRIGATION DETAILS & NOTES
PHOTOMETRIC PLANS	
LL-101	PHOTOMETRIC PLAN

PROJECT TEAM

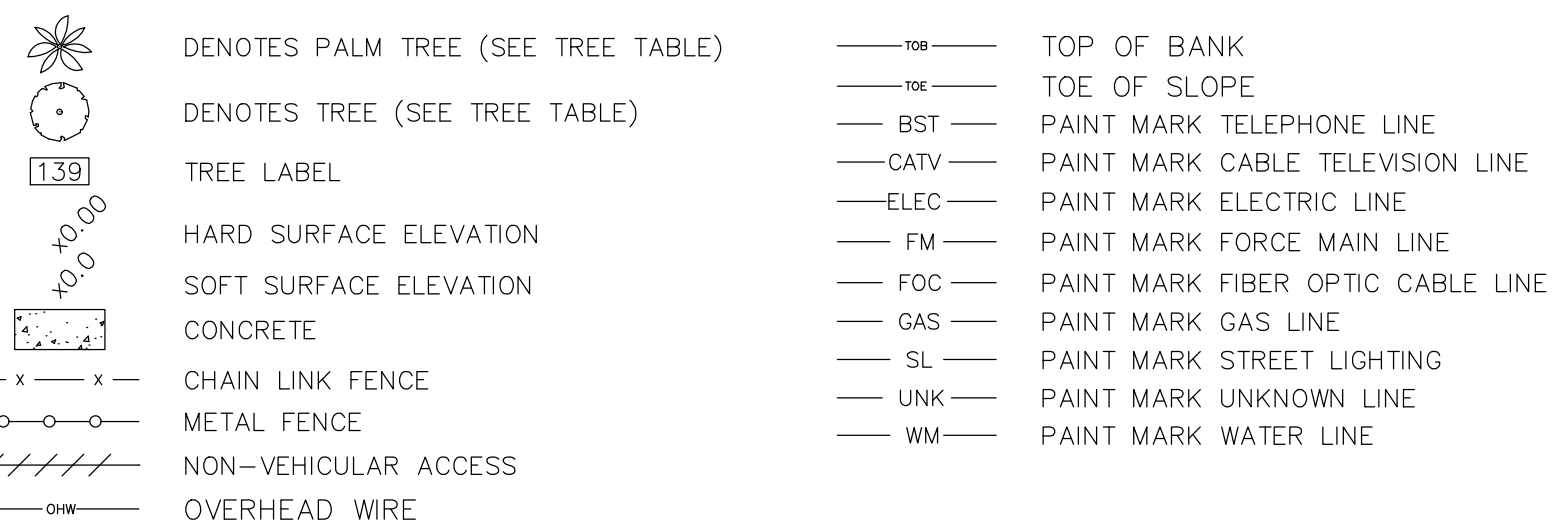
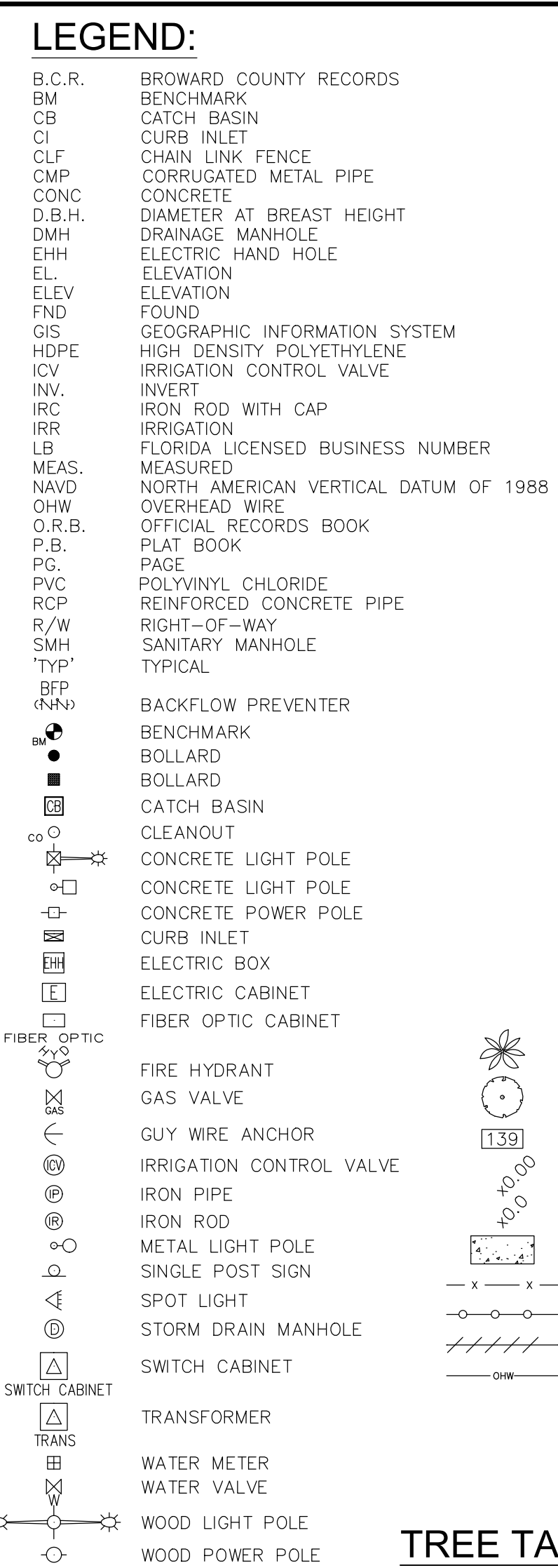
APPLICANT / DEVELOPER: BREC Development 3010 Third Avenue South Birmingham, AL 35233 205-999-1101, Stevenh@Brecdevelopment.com	ENGINEER: KEITH 301 E. Atlantic Boulevard Pompano Beach, FL 33060 954-788-3400, TDonahue@Keithteam.com
PROPERTY OWNER: B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II INC 299 SW 3rd Ave Deerfield Beach, FL 33441 954-426-5577Drtigers@aol.com	LANDSCAPE ARCHITECT: KEITH 301 E. Atlantic Boulevard Pompano Beach, FL 33060 954-788-3400, MPhillips@Keithteam.com
ARCHITECT: Forum Architecture 237 S Westmonte Drive, Suite 220 Altamonte Springs, FL 32714 954-830-1400, dehleringer@forumarchitecture.com	LAND USE ATTORNEY: BURR & FORMAN LLP 200 South Orange Avenue, Suite 800 Orlando, FL 32801 407-540-6600, jpratt@burr.com



PROJECT No. 10912.00 JANUARY 28TH, 2022

THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.





TITLE COMMITMENT EXCEPTIONS FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER:2037-5348903, COMMITMENT DATE MAY 10, 2021 @ 8:00 A.M. SCHEDULE B-II						
ENCUMBRANCE NUMBER	DESCRIPTION	AFFECTS				COMMENT
		YES	NO	YES	NO	
1	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY....					NOT A SURVEY MATTER
2	ANY RIGHTS OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS					NOT A SURVEY MATTER
3	ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.	X		X		AS SHOWN ON THIS SURVEY
4	ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.					NOT A SURVEY MATTER
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9	PLAT MATTERS AS CONTAINED ON THAT CERTAIN PLAT OF B'NAI B'RITH SENIOR CITIZENS PLAT RECORDED IN PLAT BOOK 128, PAGE 46, AS AFFECTED BY AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED JULY 6, 1993 IN BOOK 21192, PAGE 306 AND AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT RECORDED MAY 9, 2007 IN BOOK 44008, PAGE 646.	X		X		NON PLOTTABLE MATTER
10	EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JULY 14, 1987 IN BOOK 14619, PAGE 294.	X		X		FLORIDA POWER & LIGHT COMPANY EASEMENT – AS SHOWN ON SURVEY
11	BILL OF SALE PAID BY THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED OCTOBER 914, 1987 IN BOOK 14865, PAGE 931.	X		X		NON PLOTTABLE MATTER
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15	EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JULY 14, 1987 IN BOOK 22243, PAGE 950.	X		X		FLORIDA POWER & LIGHT COMPANY EASEMENT – AS SHOWN ON SURVEY
16	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND AMERIVEND CORPORATION (LESSEE) RECORDED NOVEMBER 21, 1994 IN BOOK 22848, PAGE 618.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
17	PREWIRE AGREEMENT FOR CABLE TELEVISION SERVICE RECORDED JANUARY 11, 1995 IN BOOK 23033, PAGE 67B.	X		X		BLANKET EASEMENT AGREEMENT– NON PLOTTABLE MATTER
18	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED APRIL 10, 1995 IN BOOK 23319, PAGE 123.	X		X		10' WATER DISTRIBUTION EASEMENT – AS SHOWN ON SURVEY
19	FLOWAGE AND MAINTENANCE EASEMENT BETWEEN CITY OF DEERFIELD BEACH AND FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS HOUSING CORP., INC. RECORDED APRIL 10, 1995 IN BOOK 31560, PAGE 157.	X		X		AGREEMENT–NON PLOTTABLE MATTER
20	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED JUNE 19, 2001 IN BOOK 31732, PAGE 669.	X		X		25' SANITARY SEWER EASEMENT – AS SHOWN ON SURVEY
21	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND MACGRAY CORPORATION (LESSEE) RECORDED AUGUST 21, 2001 IN BOOK 32009, PAGE 1917.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
22	TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).					NOT A SURVEY MATTER

NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET	NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET
1	20	OAK	40	56	6	CHRISTMAS PALM	20
2	12	UNKNOWN TREE	24	57	6	CHRISTMAS PALM	20
3	30	UNKNOWN TREE	50	58	5	UNKNOWN TREE	15
4	14	BLACK OLIVE	40	59	5	UNKNOWN TREE	12
5	18	BLACK OLIVE	50	60	22	MAHOGANY	60
6	16	BLACK OLIVE	60	61	6	UNKNOWN TREE	20
7	24	OAK	50	62	6	UNKNOWN TREE	20
8	22	OAK	55	63	6	UNKNOWN TREE	20
9	12	SABAL PALM	20	64	6	UNKNOWN TREE	20
10	10	SABAL PALM	12	65	14	SABAL PALM	16
11	12	SABAL PALM	14	66	12	SABAL PALM	16
12	20	OAK	45	67	18	MAHOGANY	50
13	20	OAK	52	68	14	SABAL PALM	12
14	18	OAK	50	69	12	SABAL PALM	12
15	18	OAK	40	70	16	UNKNOWN TREE	25
16	12	SABAL PALM	15	71	14	UNKNOWN TREE	25
17	28	OAK	50	72	22	OAK	40
18	16	OAK	24	73	12	SABAL PALM	18
19	20	OAK	35	74	18	UNKNOWN TREE	35
20	12	SABAL PALM	14	75	12	SABAL PALM	12
21	12	SABAL PALM	20	76	12	SABAL PALM	20
22	12	SABAL PALM	18	77	12	SABAL PALM	16
23	5	DATE PALM	8	78	10	SABAL PALM	12
24	20	MAHOGANY	40	79	14	SABAL PALM	12
25	30	MAHOGANY	50	80	12	SABAL PALM	20
26	5	DATE PALM	8	81	30	BLACK OLIVE	50
27	12	SABAL PALM	14	82	18	UNKNOWN TREE	30
28	10	SABAL PALM	10	83	56	FICUS BENJAMINA	70
29	18	OAK	40	84	32	UNKNOWN TREE	60
30	20	OAK	45	85	42	OAK	60
31	12	SABAL PALM	14	86	15	UNKNOWN TREE	24
32	18	MAHOGANY	50	87	24	BLACK OLIVE	50
33	18	OAK	50	88	12	OAK	30
34	10	OAK	25	89	18	OAK	30
35	16	OAK	40	90	10	OAK	25
36	24	BLACK OLIVE	50	91	12	OAK	25
37	22	OAK	40	92	15	OAK	40
38	8	UNKNOWN TREE	20	93	20	OAK	50
39	12	UNKNOWN TREE	25	94	15	OAK	40
40	26	OAK	50	95	20	MAHOGANY	45
41	6	UNKNOWN TREE	20	96	14	FICUS BENJAMINA	40
42	4	UNKNOWN TREE	20	97	18	FICUS BENJAMINA	36
43	8	SABAL PALM	16	98	12	SABAL PALM	22
44	12	SABAL PALM	16	99	10	SABAL PALM	16
45	10	SABAL PALM	14	100	10	SABAL PALM	18
46	8	SABAL PALM	16	101	18	FICUS BENJAMINA	22
47	5	CHRISTMAS PALM	12	102	12	SABAL PALM	12
48	12	SABAL PALM	14	103	12	SABAL PALM	16
49	8	UNKNOWN TREE	18	104	12	SABAL PALM	16
50	8	UNKNOWN TREE	18	105	16	MAHOGANY	32
51	6	UNKNOWN TREE	18	106	20	OAK	40
52	6	UNKNOWN TREE	18	107	12	SABAL PALM	14
53	4	UNKNOWN TREE	18	108	12	SABAL PALM	14
54	6	CHRISTMAS PALM	20	109	10	SABAL PALM	12
55	6	CHRISTMAS PALM	20	110	12	SABAL PALM	16

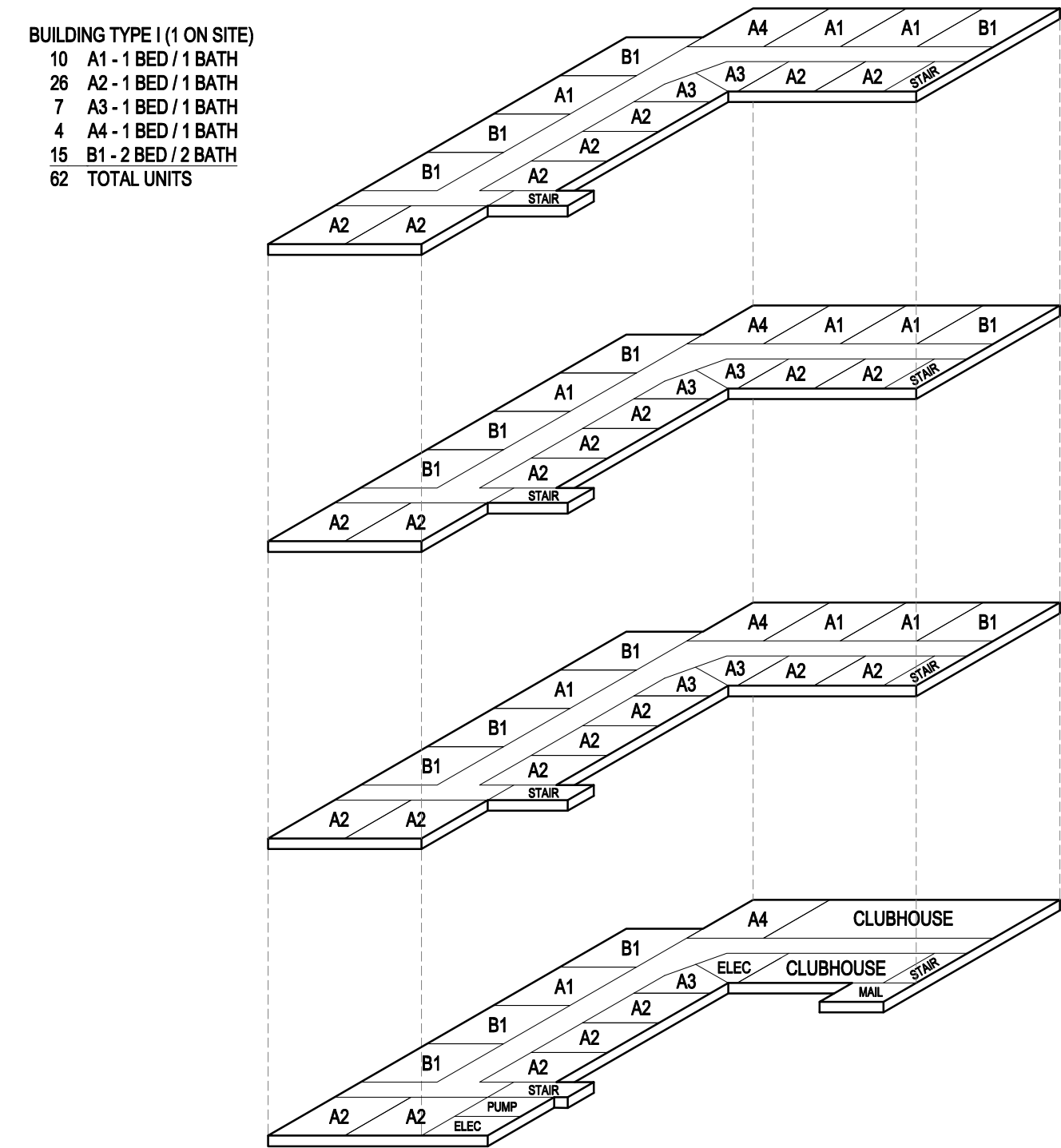
Page 194 of 54

APARTMENTS

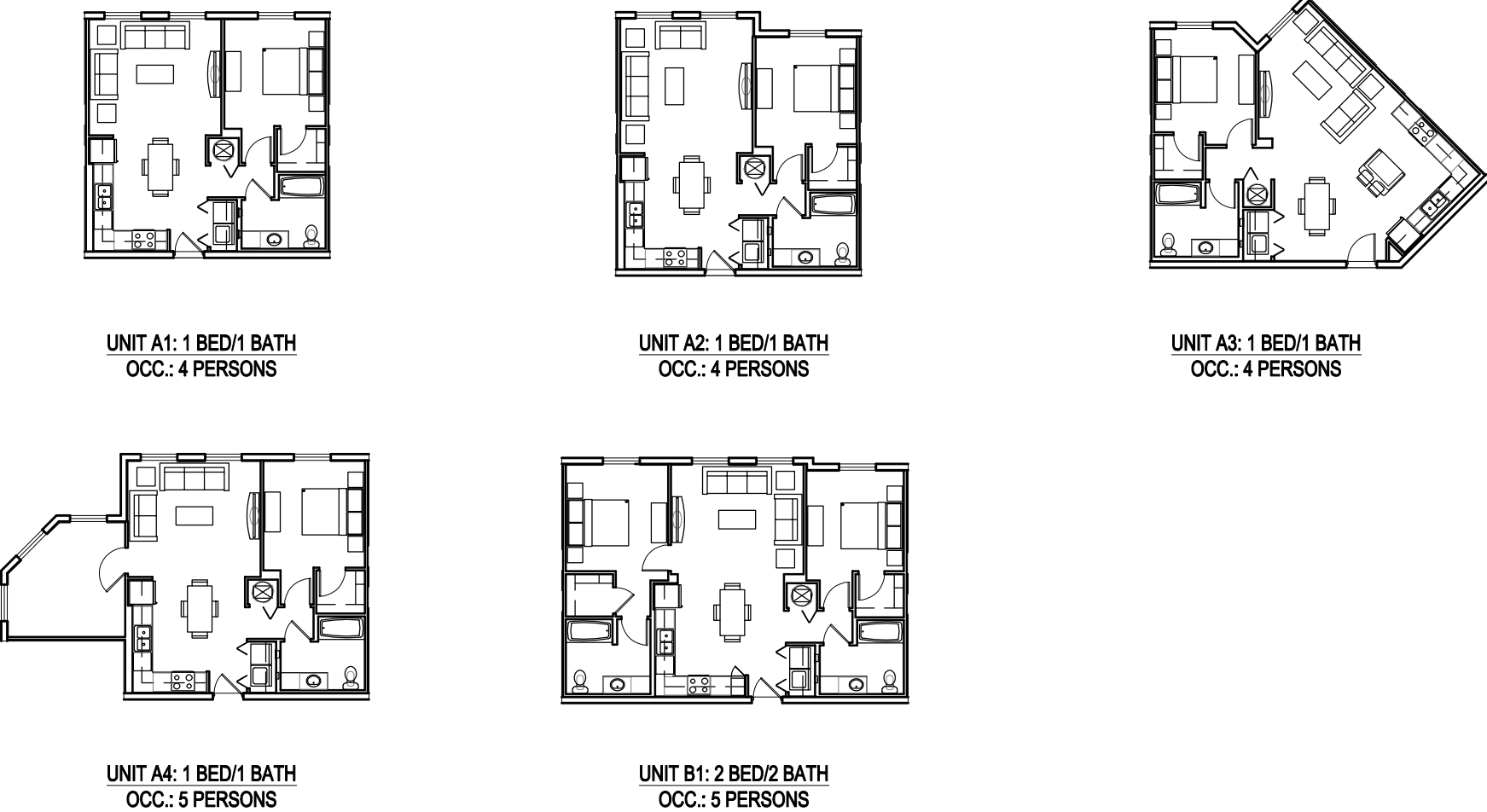
BUILDING AREA TABLE: RESIDENTIAL BUILDINGS

Bldg # on Site Plan	BUILDING I		
	1		
	A/C	Non-A/C	Total
1st Floor	16,561	1,086	17,647
2nd Floor	16,125	601	16,726
3rd Floor	16,125	601	16,726
4th Floor	16125	601	16,726
Bldg Totals	64,936	2,889	67,825
# of Bldgs Type on Site	1		

RESIDENTIAL BUILDING TYPE DIAGRAMS



UNIT TYPE DIAGRAMS



UNIT AREA TABLE

UNIT TYPE	UNIT NAME	UNIT AREA IN SF		TOTAL UNIT AREA IN SF	UNIT TOTAL BY NAME	UNIT TOTAL BY TYPE	% UNIT TYPE
		A/C	NON-A/C				
1 BED / 1 BATH	A1	711	0	711	10	47	75.81%
1 BED / 1 BATH	A2	742	0	742	26		
1 BED / 1 BATH	A3	799	0	799	7		
1 BED / 1 BATH	A4	878	0	878	4	15	24.19%
2 BED / 2 BATH	B1	998	0	998	15		
TOTAL UNITS IN PROJECT - ALL TYPES						62	100.00%

NOTE 1: THIS INFORMATION SHALL NOT BE USED FOR CONDOMINIUM DOCUMENTS
NOTE 2: UNIT AREAS LISTED ARE FROM OUTSIDE TO OUTSIDE OF EXTERIOR WALL OR UNIT PERIMETER WALL, AND TO CENTERLINE OF TENANT WALLS (WHERE APPLICABLE)



ARCHITECTURE &
INTERIOR DESIGN, INC.

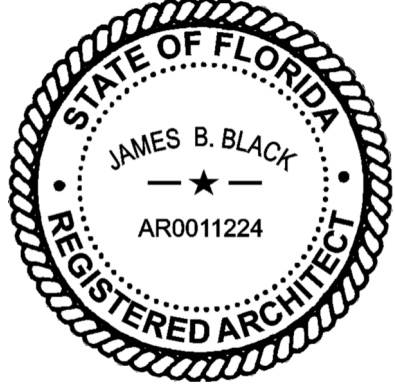
237 S. Westmonte Drive, Suite 220
Altamonte Springs, FL 32714
407.830.1400
AR0011224

www.forumarchitecture.com

B'nai B'rith
Apartments

Deerfield Beach, FL

05/16/2022
James B. Black
AR0011224



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SHEET REVISIONS:

PROJECT NO. 3948

Apartments

Code Compliance
& Matrix

A1.02

B'nai B'rith
Apartments

Deerfield Beach, FL

08/29/2022
James B. Black
AR0011224

STATE OF FLORIDA
JAMES B. BLACK
REGISTERED ARCHITECT
AR0011224

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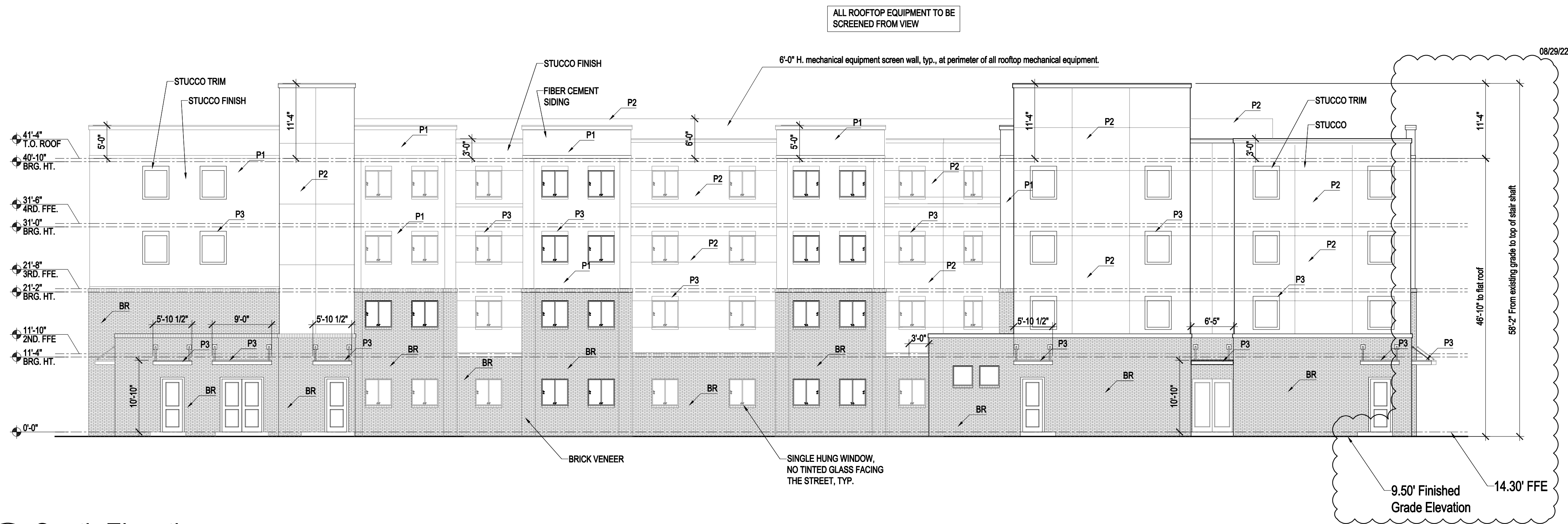
PROJECT NO. 3948

Building Type I

Exterior Elevations

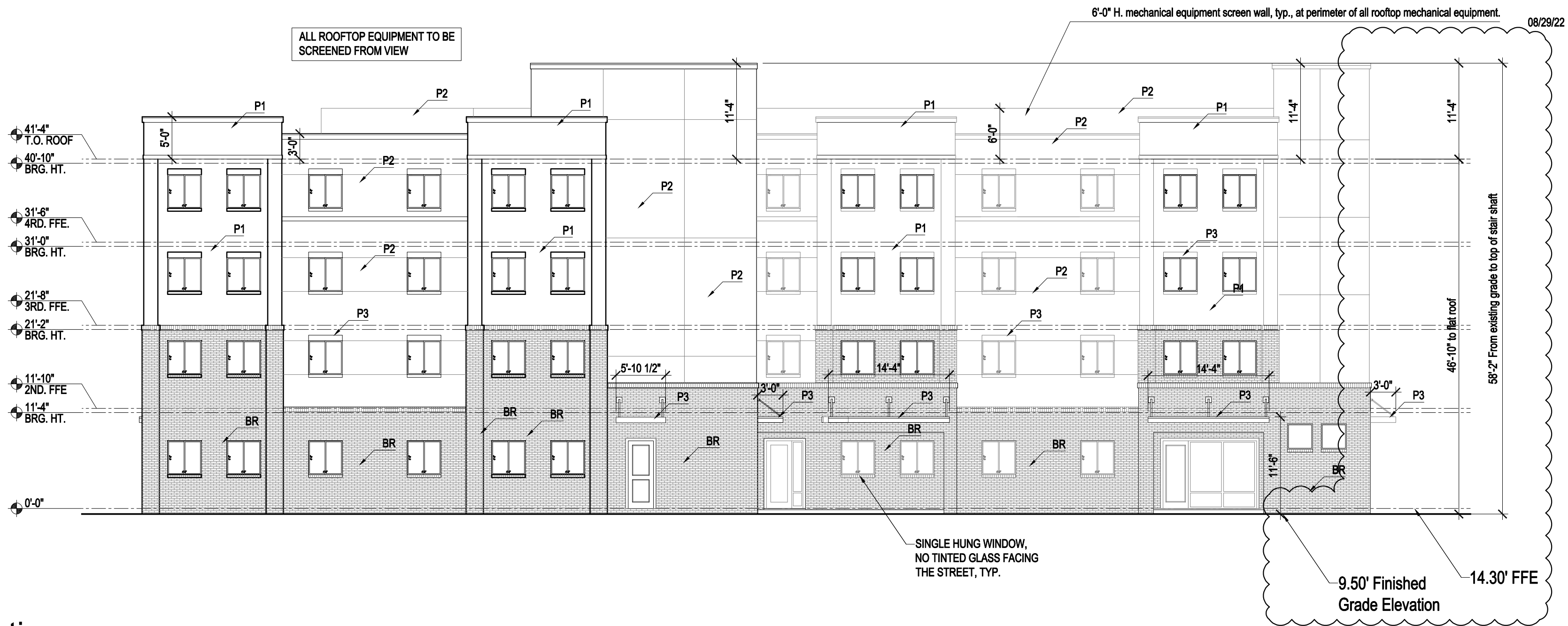
A6.11

Page 200 of 548



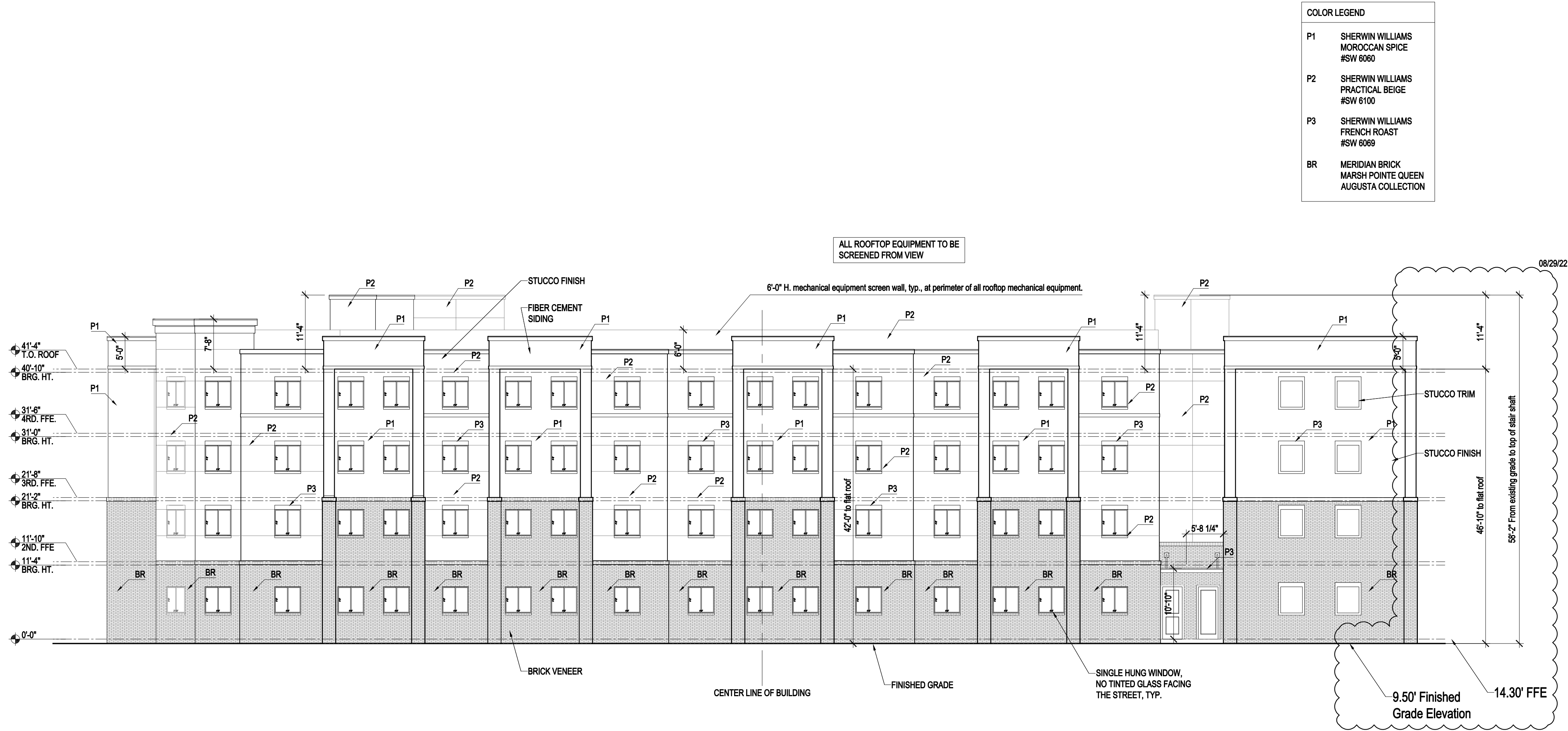
2 South Elevation

3/32" = 1'-0"



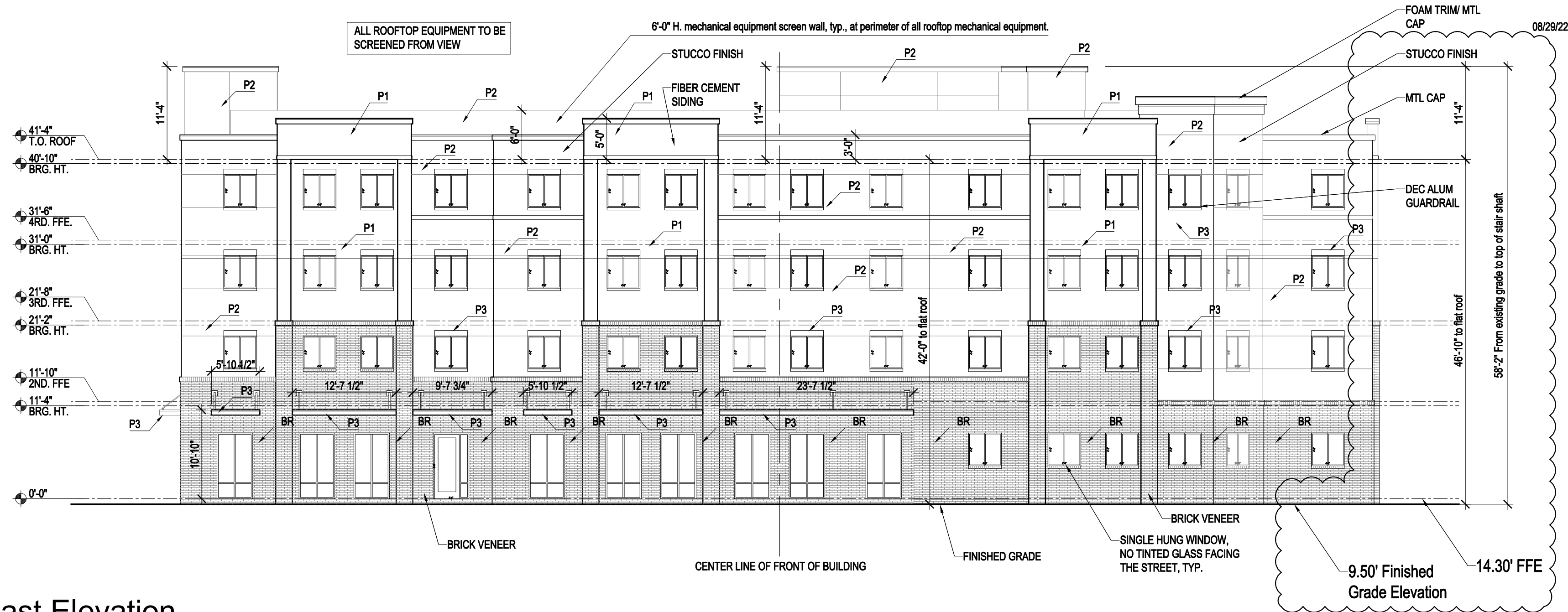
1 West Elevation

3/32" = 1'-0"



2 North Elevation

3/32" = 1'-0"



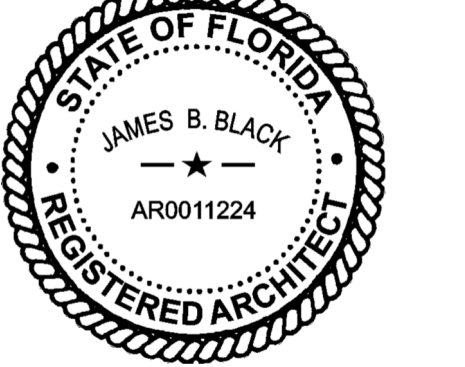
1 East Elevation

3/32" = 1'-0"

B'nai B'rith
Apartments

Deerfield Beach, FL

08/29/2022
James B. Black
AR0011224



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SHEET REVISIONS:

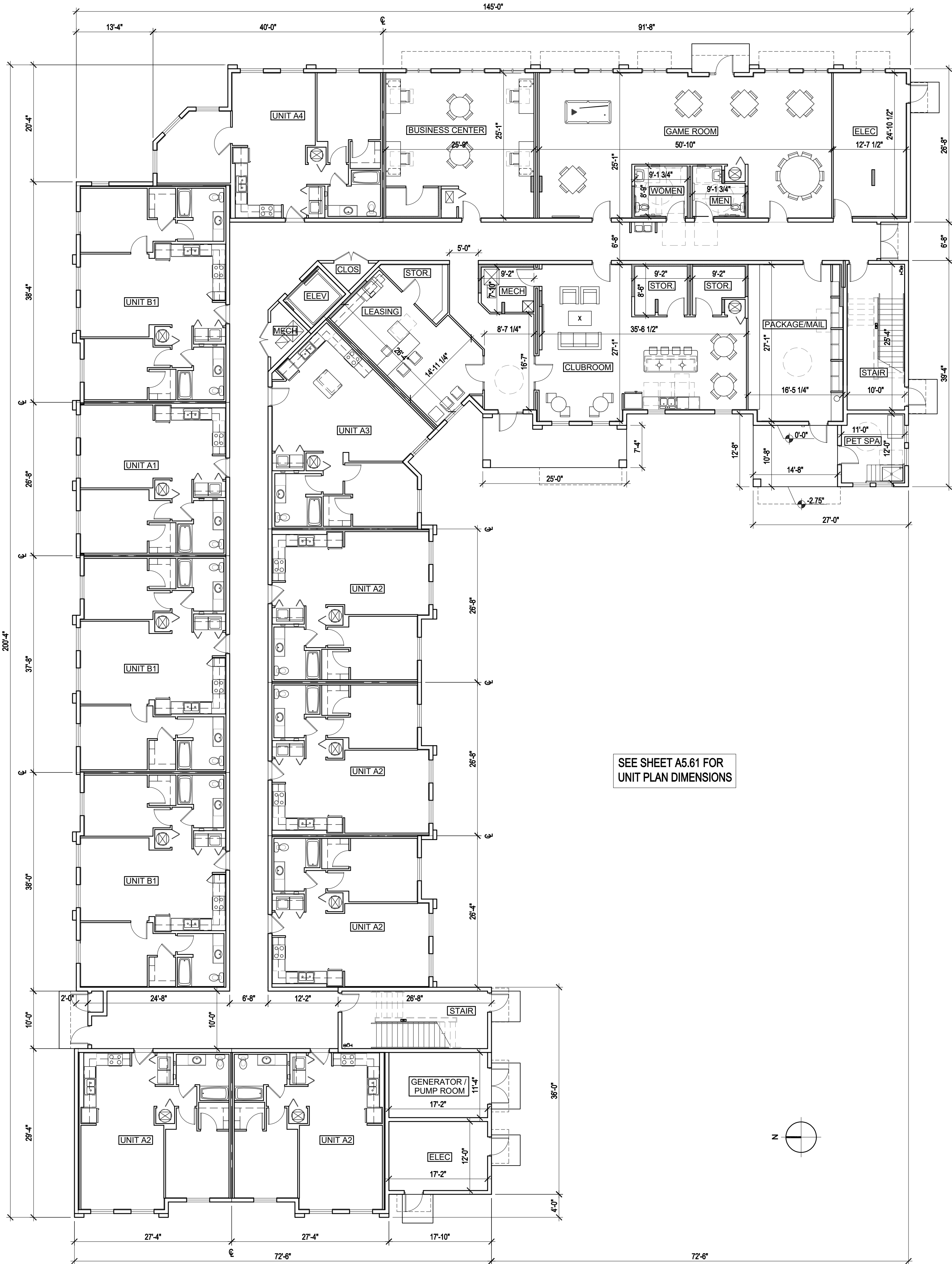
PROJECT NO. 3948

Building Type I

Exterior Elevations

A6.12

Scale: 1" = 128'



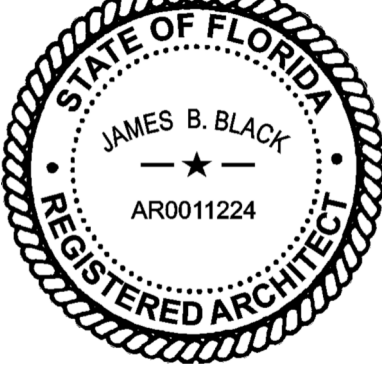
1 First Floor Plan

3/32" = 1'-0"

**B'nai B'rith
Apartments**

Deerfield Beach, FL

05/16/2022
James B. Black
AR0011224



SET DISTRIBUTIONS:

SHEET REVISIONS:

PROJECT NO. 3948

Building Type I

First Floor Plan

A5.11

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$$\frac{3}{32}'' = 1'-0''$$

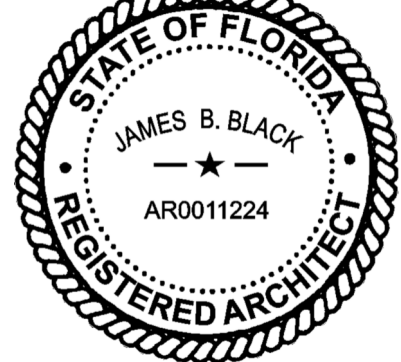
$$3/32'' = 1'-0$$

$$3/32'' = 1'-0$$

B'nai B'rith Apartments

Deerfield Beach, FL

05/16/2022
James B. Black
AR0011224



SET DISTRIBUTIONS:

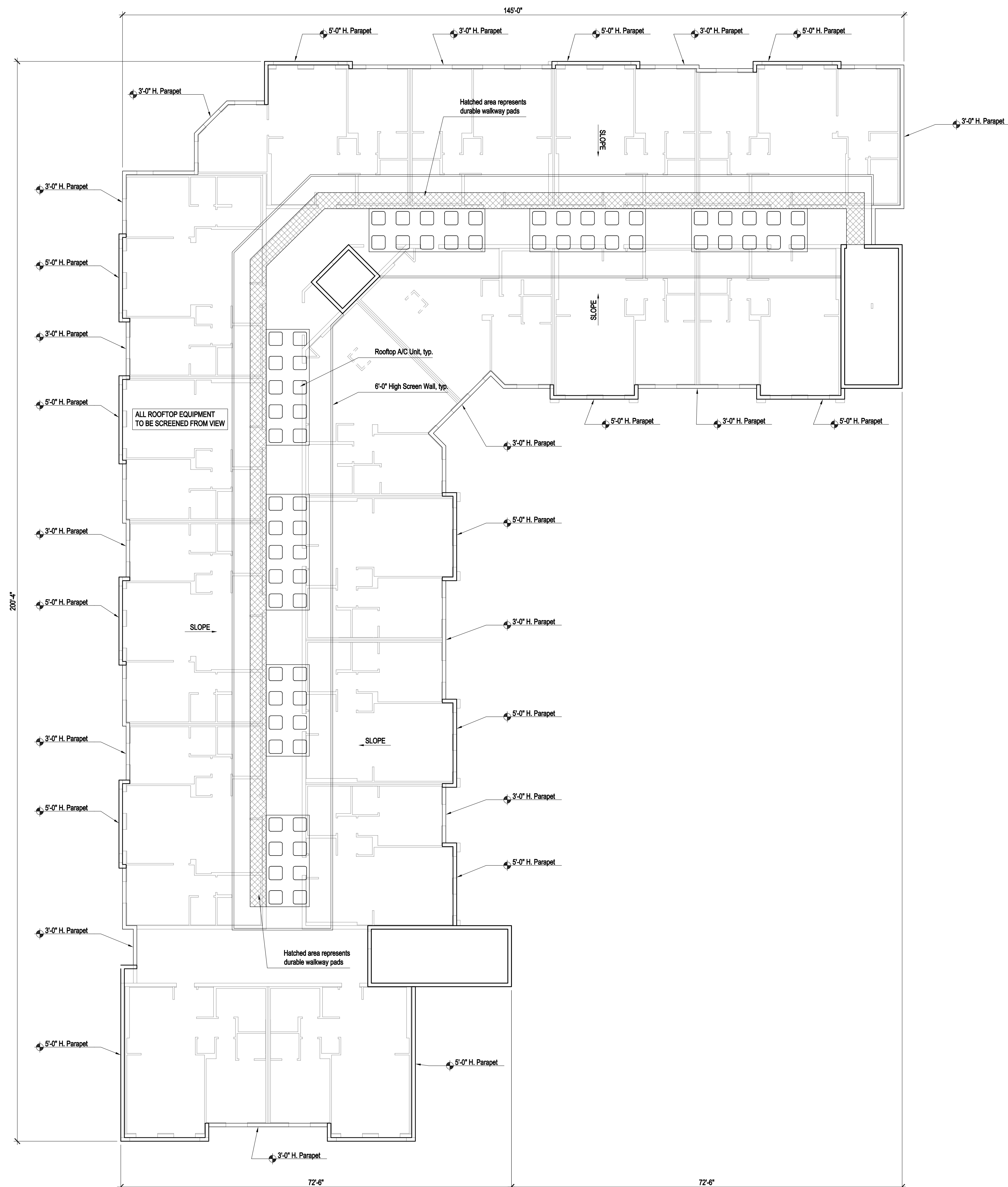
 SHEET REVISIONS:

PROJECT NO. 3948

Building Type I

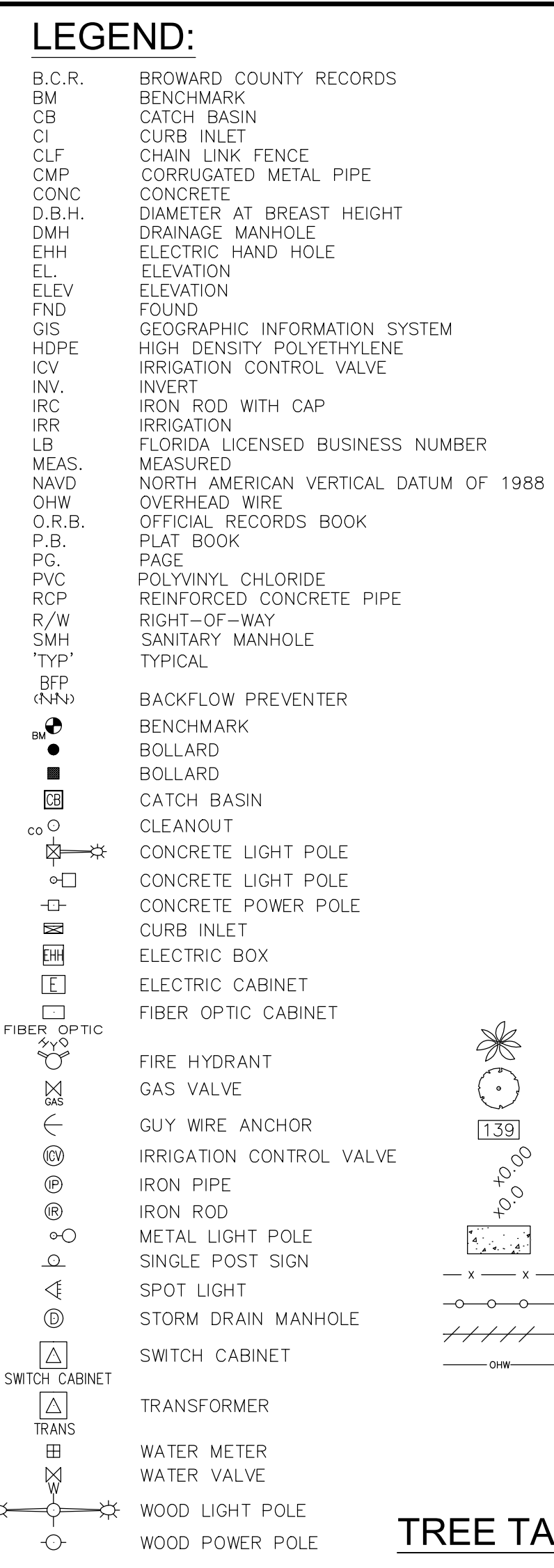
Roof Plan

A5.15



1 Roof Plan

$$3/32'' = 1'-0''$$



DATE	REVISION	BY
5/20/21	ADD SUE LOCATIONS	SJA
5/28/21	ADD SUE LOCATIONS	SJA
7/19/21	UPDATE SURVEY	SJA

DATE 12/3/2020
SCALE 1" = 30'
FIELD BOOK 892
DRAWN BY S.M.
CHECKED BY M.M.M.

 **KEITH**

301 EAST ATLANTIC BOULEVARD
POMPAN0 BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

STRUCTURE	RIM ELEV	PIPE SIZE & TYPE	INVERT ELEV	BOTTOM OF BOX	COMMENT
CATCH BASIN - 1	8.79'	15" RCP 15" RCP	6.45'(NW) 6.51'(S)	6.09'	
CATCH BASIN - 2	9.19'	15" RCP	6.87'(N)	6.54'	
CATCH BASIN - 3	11.73'	15" CMP 15" CMP	8.64'(S) 8.52'(W)	5.82'	
CATCH BASIN - 4	11.62'	15" CMP	8.39'(E)	7.08'	
CATCH BASIN - 5	10.57'	15" RCP	8.30'(N)	7.70'	
CATCH BASIN - 6	12.87'	15" CMP 15" CMP 10" PVC 4" PVC	8.45'(N) 8.62'(S) 8.91'(W) 9.10'(W)	7.14'	
CATCH BASIN - 7	12.16'	15" CMP 18" CMP	8.45'(N) 8.30'(S)	5.16'	
CATCH BASIN - 8	12.04'	18" CMP 6" PVC N/A (W)	N/A (N) 8.32' (S) N/A (W)	5.64'	TOP OF BAFFLE 8.30' (N) TOP OF BAFFLE 9.91' (W)
CATCH BASIN - 9	8.21'	36" HDPE	4.50'(E)	1.54'	
CATCH BASIN - 10	9.22'	RCP RCP RCP	4.59' (S) 4.58' (E) 4.57' (W)	4.50'	FILLED WITH DEBRIS AND WATER UNABLE TO DETERMINE PIPE SIZES
CURB INLET - 1	9.12'	HDPE HDPE	3.58'(E) 3.56'(W)	1.60'	FILLED WITH DEBRIS AND WATER UNABLE TO DETERMINE PIPE SIZES
CURB INLET - 2	9.47'	HDPE	3.72'(W)	1.39'	FILLED WITH DEBRIS AND WATER UNABLE TO DETERMINE PIPE SIZE
DRAINAGE MANHOLE - 1	12.14'	18" CMP 18" CMP 36" HDPE	8.30'(N) 8.24'(S) N/A(W)	0.85'	TOP OF BAFFLE 8.18' (W)
SANITARY MANHOLE - 1	11.84'	8" PVC 8" PVC	0.66'(E)		INSIDE DROP 8" PVC (SW) TOP OF 90° BEND ELEV=7.35'
SANITARY MANHOLE - 2	10.47'	8" PVC 8" PVC 8" PVC	0.71'(S) 0.34'(E) 0.37'(W)		
SANITARY MANHOLE - 3	10.31'	10" PVC 10" PVC 8" PVC	(-)1.60'(N) (-)1.56'(E) (-)0.08'(W)		
SANITARY MANHOLE - 4	10.14'	10" PVC 10" PVC 8" PVC 10" PVC	(-)2.94'(N) (-)2.63'(S) (-)2.28'(E) (-)2.78'(W)		
SANITARY MANHOLE - 5	9.67'	8" CLAY 8" CLAY 10" PVC 10" PVC	2.92'(S) (-)1.16'(S) (-)1.68'(E) (-)1.56'(W)		

TITLE COMMITMENT EXCEPTIONS FIRST AMERICAN TITLE INSURANCE COMPANY FILE NUMBER:2037-5348903, COMMITMENT DATE MAY 10, 2021 @ 8:00 A.M. SCHEDULE B-II						
ENCUMBRANCE NUMBER	DESCRIPTION	AFFECTS ON SURVEY		PLOTTED ON SURVEY		COMMENT
		YES	NO	YES	NO	
1	DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY....					NOT A SURVEY MATTER
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14	EASEMENT IN FAVOR OF THE CITY OF BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED OCTOBER 5, 199387 IN BOOK 21215, PAGE 121.	X		X		BUS SHELTER AND BUS PULLOUT BAY EASEMENT – AS SHOWN ON SURVEY
15	EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED JULY 14, 1987 IN BOOK 22243, PAGE 950.	X		X		FLORIDA POWER & LIGHT COMPANY EASEMENT – AS SHOWN ON SURVEY
16	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND AMERIVEND CORPORATION (LESSEE) RECORDED NOVEMBER 21, 1994 IN BOOK 22848, PAGE 618.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
17	PREWIRE AGREEMENT FOR CABLE TELEVISION SERVICE RECORDED JANUARY 11, 1995 IN BOOK 23033, PAGE 678.	X		X		BLANKET EASEMENT AGREEMENT– NON PLOTTABLE MATTER
18	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED APRIL 10, 1995 IN BOOK 23319, PAGE 123.	X		X		10' WATER DISTRIBUTION EASEMENT – AS SHOWN ON SURVEY
19	FLOWAGE AND MAINTENANCE EASEMENT BETWEEN CITY OF DEERFIELD BEACH AND FLORIDA STATE B'NAI B'RITH SENIOR CITIZENS HOUSING CORP., INC. RECORDED APRIL 10, 1995 IN BOOK 31560, PAGE 157.	X		X		AGREEMENT–NON PLOTTABLE MATTER
20	EASEMENT IN FAVOR OF THE CITY OF DEERFIELD BEACH, A MUNICIPAL CORPORATION RECORDED JUNE 19, 2001 IN BOOK 31732, PAGE 669.	X		X		25' SANITARY SEWER EASEMENT – AS SHOWN ON SURVEY
21	TERMS AND CONDITIONS OF THAT CERTAIN MEMORANDUM LEASE BY AND BETWEEN B'NAI B'RITH SENIOR CITIZEN HOUSING CORPORATION (LESSOR) AND MACGRAY CORPORATION (LESSEE) RECORDED AUGUST 21, 2001 IN BOOK 32009, PAGE 1917.	X		X		LEASE AGREEMENT – NON PLOTTABLE MATTER
22	TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).					NOT A SURVEY MATTER

NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET	NUMBER	D.B.H. IN INCHES	TYPE	APPROXIMATE CANOPY DIAMETER IN FEET
1	20	OAK	40	56	6	CHRISTMAS PALM	20
2	12	UNKNOWN TREE	24	57	6	CHRISTMAS PALM	20
3	30	UNKNOWN TREE	50	58	5	UNKNOWN TREE	15
4	14	BLACK OLIVE	40	59	5	UNKNOWN TREE	12
5	18	BLACK OLIVE	50	60	22	MAHOGANY	60
6	16	BLACK OLIVE	60	61	6	UNKNOWN TREE	20
7	24	OAK	50	62	6	UNKNOWN TREE	20
8	22	OAK	55	63	6	UNKNOWN TREE	20
9	12	SABAL PALM	20	64	6	UNKNOWN TREE	20
10	10	SABAL PALM	12	65	14	SABAL PALM	16
11	12	SABAL PALM	14	66	12	SABAL PALM	16
12	20	OAK	45	67	18	MAHOGANY	50
13	20	OAK	52	68	14	SABAL PALM	12
14	18	OAK	50	69	12	SABAL PALM	12
15	18	OAK	40	70	16	UNKNOWN TREE	25
16	12	SABAL PALM	15	71	14	UNKNOWN TREE	25
17	28	OAK	50	72	22	OAK	40
18	16	OAK	24	73	12	SABAL PALM	18
19	20	OAK	35	74	18	UNKNOWN TREE	35
20	12	SABAL PALM	14	75	12	SABAL PALM	12
21	12	SABAL PALM	20	76	12	SABAL PALM	12
22	12	SABAL PALM	18	77	12	SABAL PALM	16
23	5	DATE PALM	8	78	10	SABAL PALM	12
24	20	MAHOGANY	40	79	14	SABAL PALM	12
25	30	MAHOGANY	50	80	12	SABAL PALM	20
26	5	DATE PALM	8	81	30	BLACK OLIVE	50
27	12	SABAL PALM	14	82	18	UNKNOWN TREE	30
28	10	SABAL PALM	10	83	56	FICUS BENJAMINA	70
29	18	OAK	40	84	32	UNKNOWN TREE	60
30	20	OAK	45	85	42	OAK	60
31	12	SABAL PALM	14	86	15	UNKNOWN TREE	24
32	18	MAHOGANY	50	87	24	BLACK OLIVE	50
33	18	OAK	50	88	12	OAK	30
34	10	OAK	25	89	18	OAK	30
35	16	OAK	40	90	10	OAK	25
36	24	BLACK OLIVE	50	91	12	OAK	25
37	22	OAK	40	92	15	OAK	40
38	8	UNKNOWN TREE	20	93	20	OAK	50
39	12	UNKNOWN TREE	25	94	15	OAK	40
40	26	OAK	50	95	20	MAHOGANY	45
41	6	UNKNOWN TREE	20	96	14	FICUS BENJAMINA	40
42	4	UNKNOWN TREE	20	97	18	FICUS BENJAMINA	36
43	8	SABAL PALM	16	98	12	SABAL PALM	22
44	12	SABAL PALM	16	99	10	SABAL PALM	16
45	10	SABAL PALM	16	100	10	SABAL PALM	18
46	8	SABAL PALM	14	101	18	FICUS BENJAMINA	22
47	5	CHRISTMAS PALM	12	102	12	SABAL PALM	12
48	12	SABAL PALM	14	103	12	SABAL PALM	14
49	8	UNKNOWN TREE	18	104	12	SABAL PALM	16
50	8	UNKNOWN TREE	18	105	16	MAHOGANY	32
51	6	UNKNOWN TREE	18	106	20	OAK	40
52	6	UNKNOWN TREE	18	107	12	SABAL PALM	14
53	4	UNKNOWN TREE	18	108	12	SABAL PALM	14
54	6	CHRISTMAS PALM	20	109	10	SABAL PALM	12
55	6	CHRISTMAS PALM	20	110	12	SABAL PALM	16

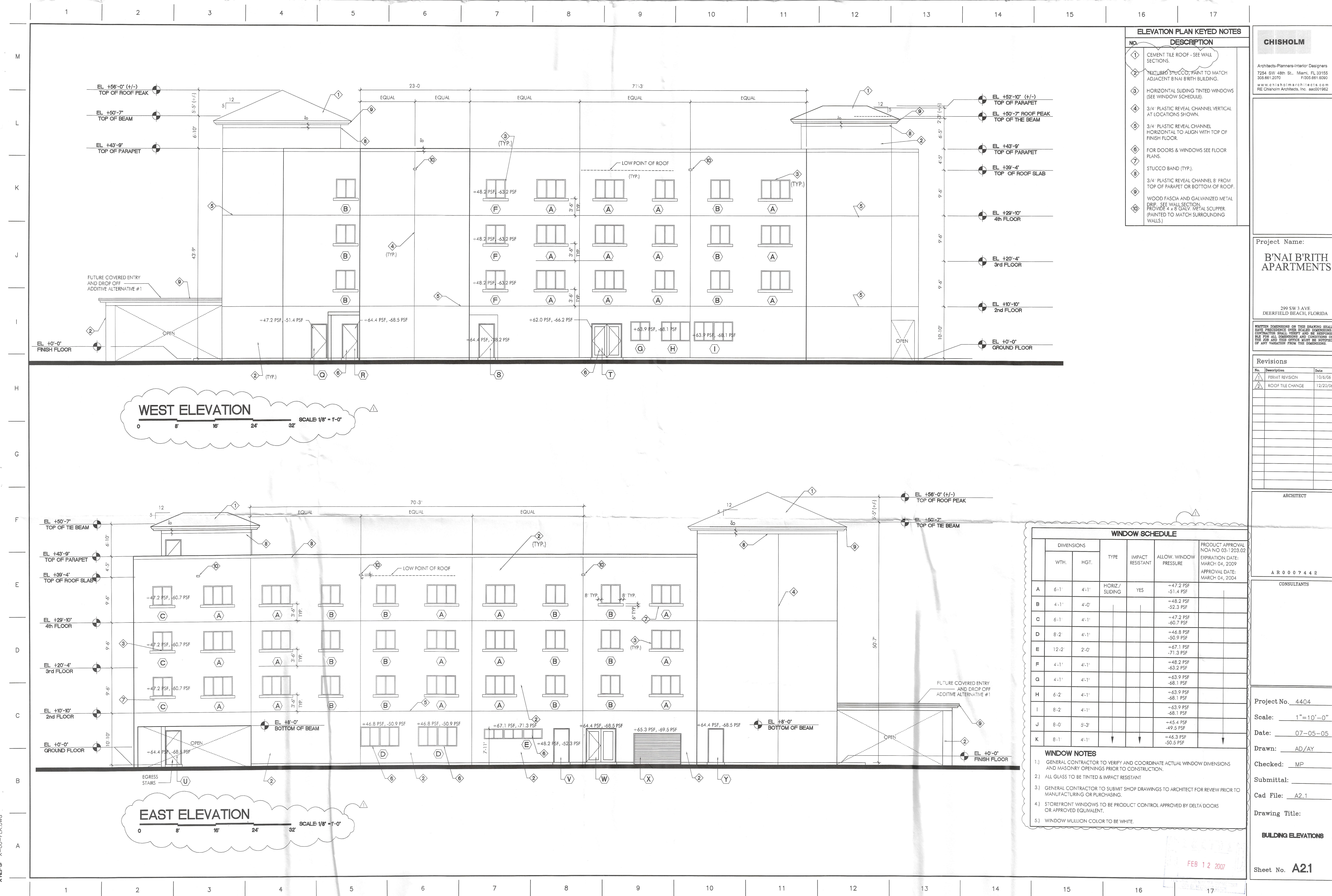
BOUNDARY AND TOPOGRAPHIC SURVEY
B'NAI B'RITH IV

A PORTION OF TRACT A, B'NAI B'RITH SENIOR CITIZENS PLAT
PLAT BOOK 128, PAGE 46, B.C.R.

CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

SHEET 2 OF 2
PROJECT NUMBER
10912.00

PLOTTED: 02-28-05
 X REF: X-00-FLR.DWG



CHISHOLM

Architects-Planners-Interior Designers
7254 SW 48th St., Miami, FL 33155
305.861.2070 F305.861.5090
www.chisholmarchitects.com
RE Chisholm Architects, Inc. aac001962

Project Name:

B'NAI B'RITH APARTMENTS

299 SW 3 AVE
DEERFIELD BEACH, FLORIDA

WRITTEN DIMENSIONS ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS.

Revisions

No.	Description	Date
1	PERMIT REVISION	10/6/04
2	ROOF TILE CHANGE	12/23/06

ARCHITECT

A R 0 0 7 4 4 2

CONSULTANTS

Project No. 4404

Scale: 1"=10'-0"

Date: 07-05-05

Drawn: AD/AY

Checked: MP

Submittal:

Cad File: A2.1

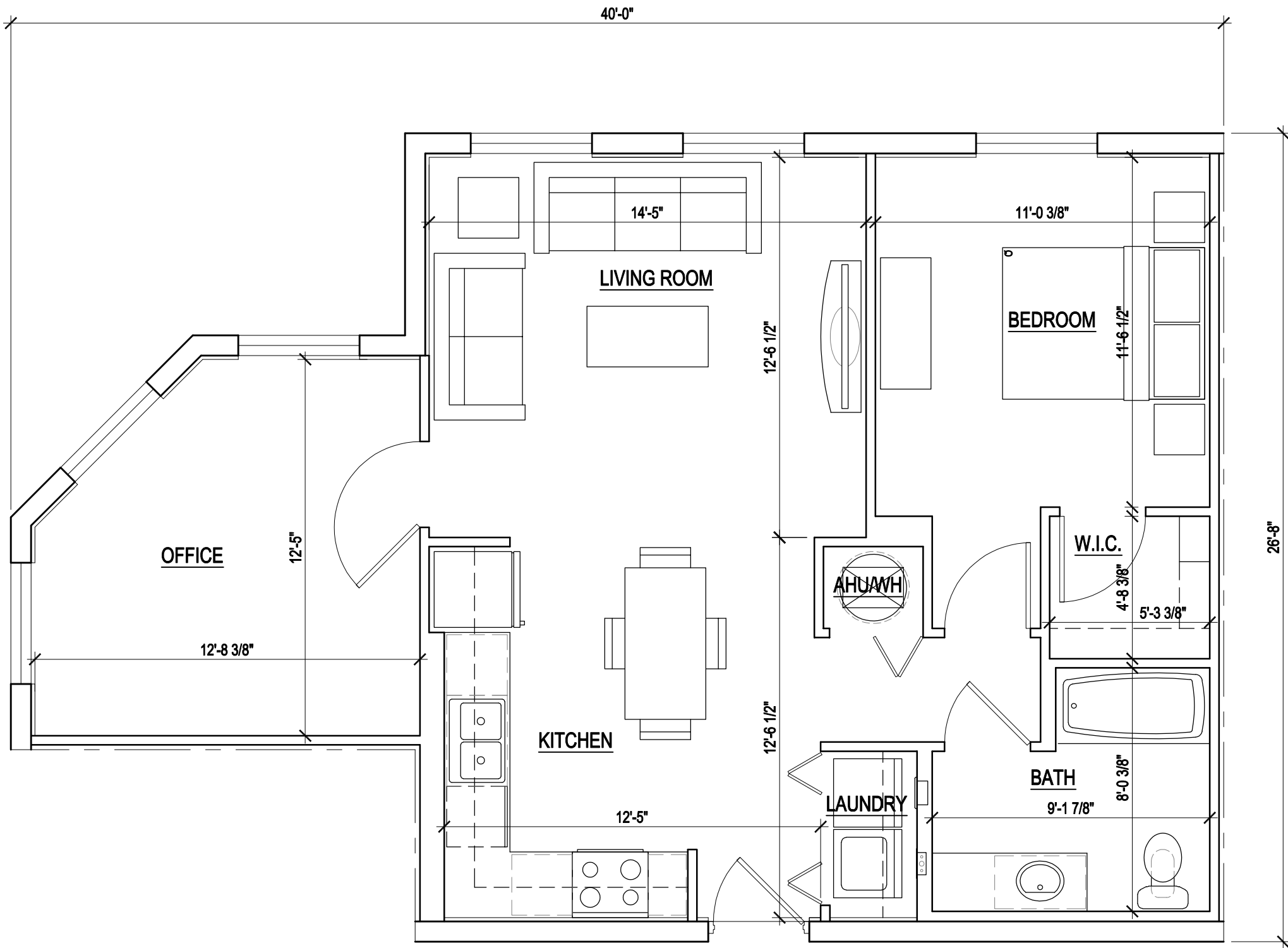
Drawing Title:

BUILDING ELEVATIONS

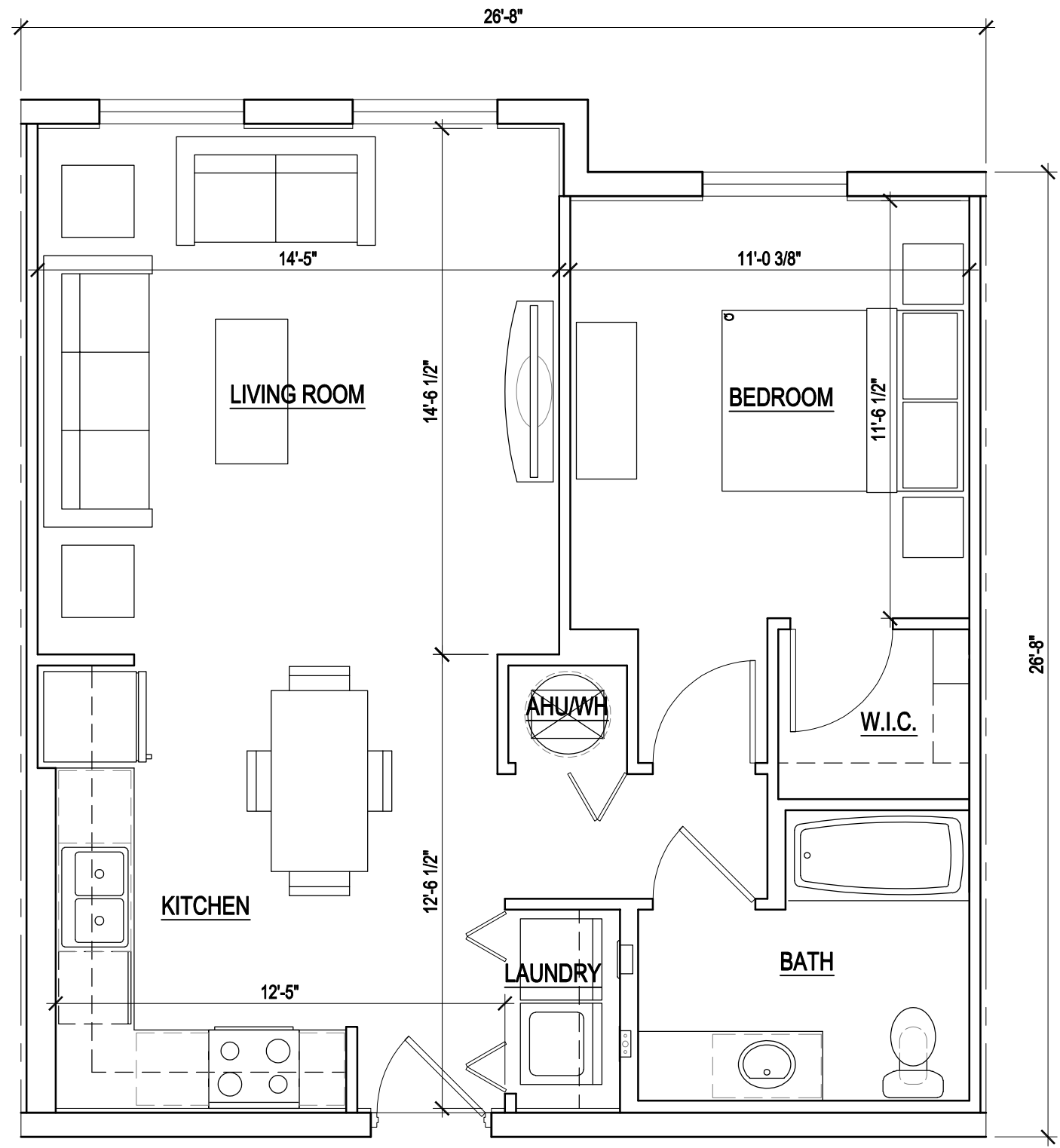
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FEB 12 2007

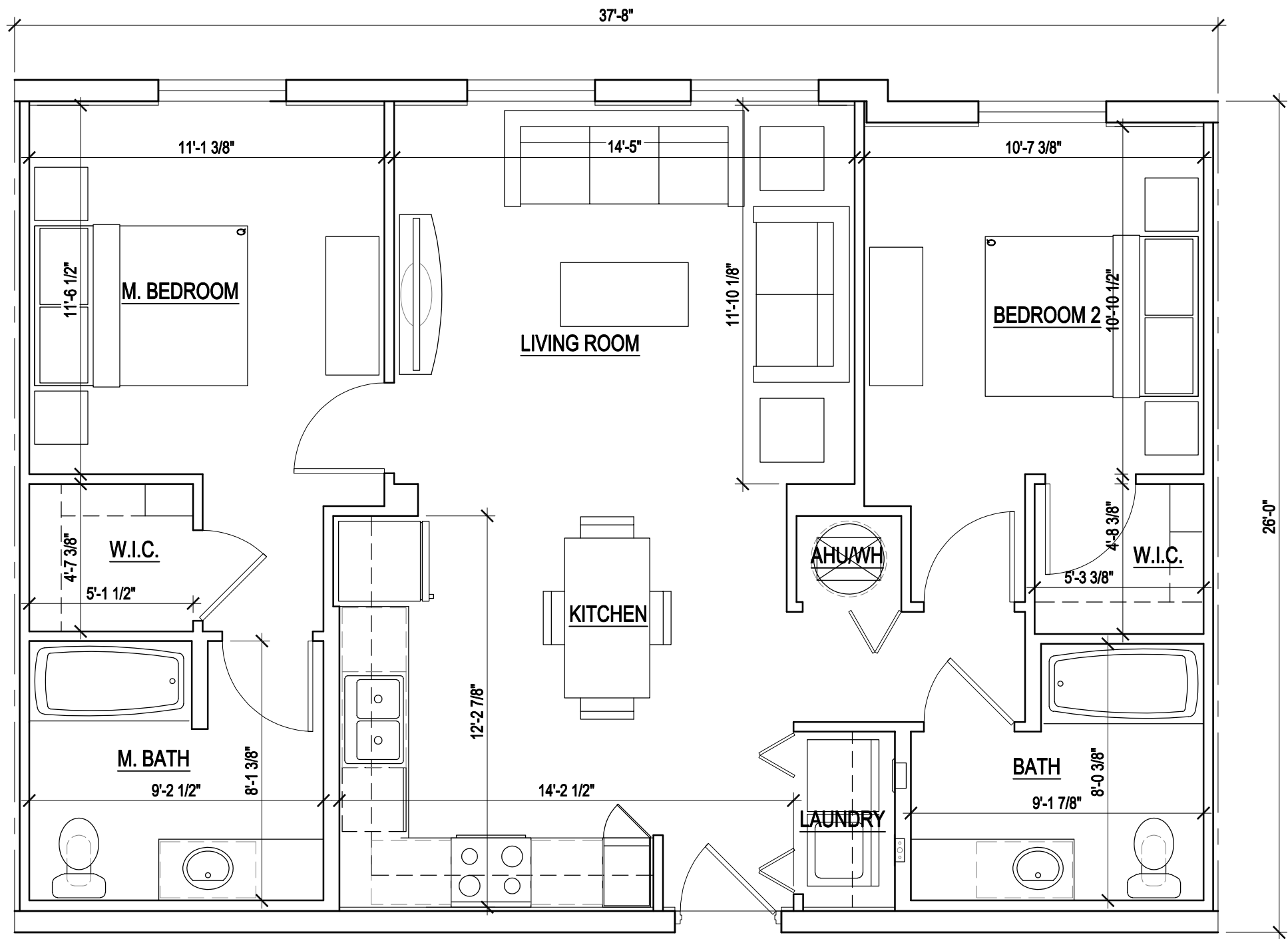
Scale: 1" = 48"



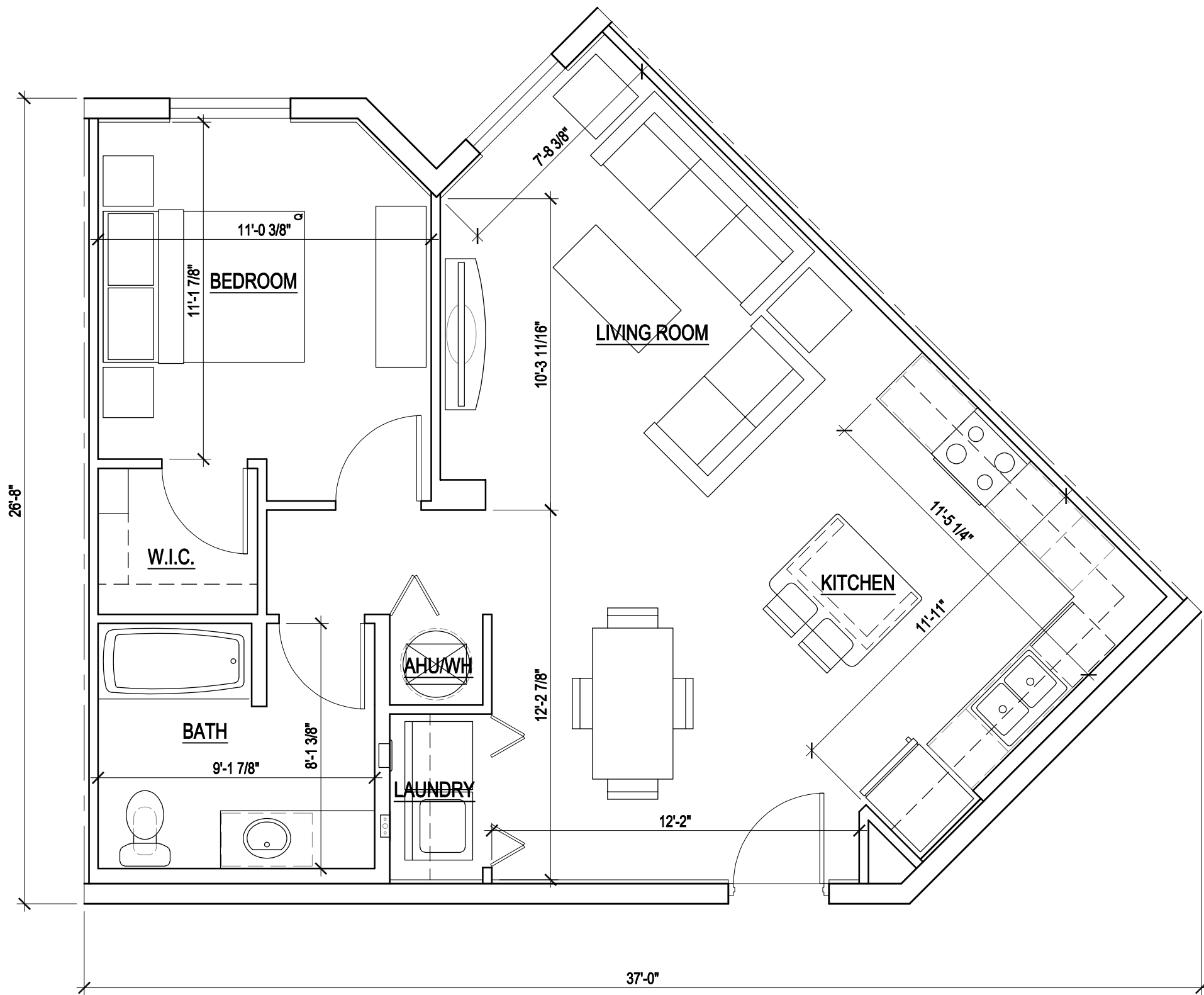
4 Unit A4
Total Area= 878 SF. AC Area= 878 SF. 1/4" = 1'-0"



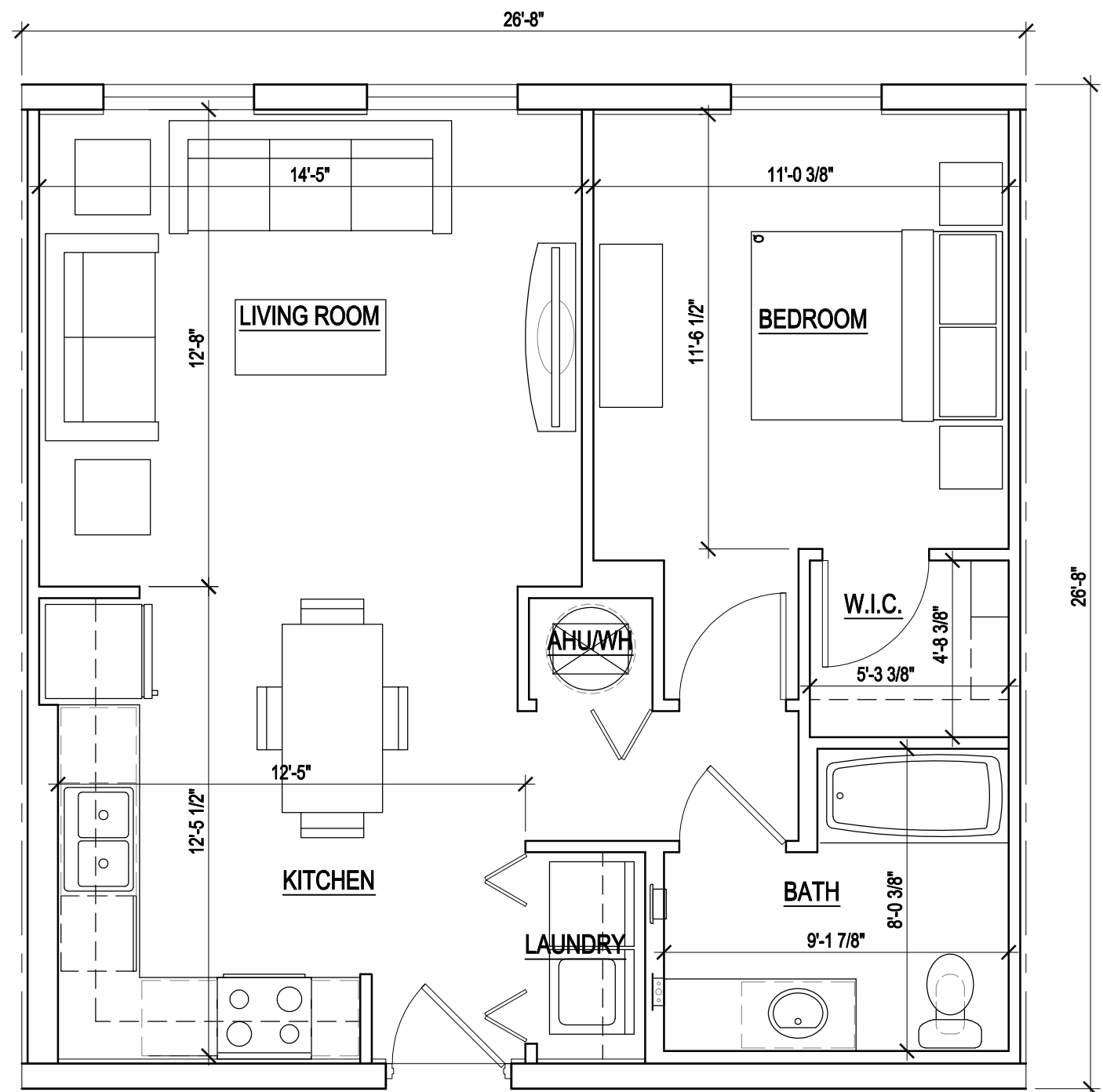
2 Unit A2
Total Area= 742 SF. AC Area= 742 SF. 1/4" = 1'-0"



5 Unit B1
Total Area= 998 SF. AC Area= 998 SF. 1/4" = 1'-0"



3 Unit A3
Total Area= 799 SF. AC Area= 799 SF. 1/4" = 1'-0"

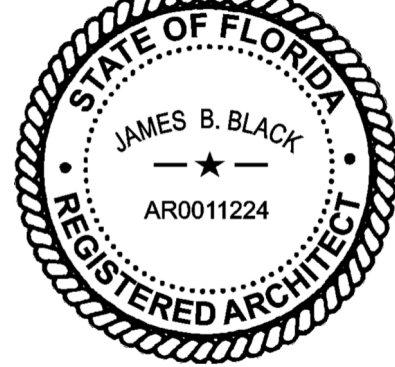


1 Unit A1
Total Area= 711 SF. AC Area= 711 SF. 1/4" = 1'-0"

B'nai B'rith Apartments

Deerfield Beach, FL

05/16/2022
James B. Black
AR0011224



SET DISTRIBUTIONS:

△ SHEET REVISIONS:

PROJECT NO. 3948

Unit Plans

A5.61

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SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

- French Roast
SW 6069
- Moroccan Spice
SW 6060
- Practical Beige
SW 6100
- Meridian Brick -
Marsh Pointe Queen
Augusta Collection



TREE DISPOSITION NOTES

1. EXISTING TREES TO REMAIN SHALL BE TRIMMED PER ANSI-A300 STANDARDS, REMOVING WEAKEST RUBBING BRANCHES AND DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LARGE TREES SHALL HAVE LOWER BRANCHES CLEARED UP TO 8'.
2. SYMBOLS MAY BE SHOWN OFFSET FROM ACTUAL TREE LOCATION FOR CLARITY.
3. CONTACT LANDSCAPE ARCHITECT / ISA CERTIFIED ARBORIST FOR CLARIFICATION ON ANY DISCREPANCIES.
4. TRIMMING AND ANY NECESSARY ROOT PRUNING SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST.
5. ALL TREE WORK REQUIRE PERMITTING BY A REGISTERED COUNTY TREE TRIMMER.
6. BUBBLERS SHALL BE PROVIDED FOR ALL RELOCATED TREES AND PALMS.
7. REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A WRITTEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY PRIOR TO REMOVAL. CONFIRM WITH LOCAL GOVERNING AGENCY THAT TREES CLASSIFIED AS NUISANCE/EXOTIC INVASIVE MAY BE EXEMPT.
8. ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REFER TO TREE PROTECTION DETAIL. THE CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK, ROOT ZONES AND GRADE.

*Remaining costs will be paid to the Beautification Trust Fund.

ABBREVIATIONS LEGEND	
B CAV	BRANCH CAVITY
B DMG	BRANCH DAMAGE
CB	CROSSING BRANCHES
CO	CORROSION
CON	CONSTRUCTION
D	DECAY
DB	DEBARK
DL	DUAL LEADER
FB	FUNGUS BODIES
IB	INCLUDED BARK
I DMG	INSECT DAMAGE
L	LEANNING
M T	MULTI-TRUNK
NL	NO WOOD EATER
RA	ROOT ANKERS INSUFFICIENT
RD	ROOT DAMAGE
S	SUCKER GROWTH
T CAV	TRUNK CAVITY
T DMG	TRUNK DAMAGE
W CPY	WEAK CANOPY
OH	OVERHEAD UTILITIES
UP	UTILITY PRUNED

PROJECT #10912.00		PROJECT NAME: B'NAI B'RITH						
TREE #	COMMON NAME	SCIENTIFIC NAME	DBH IN.	HT. FT.	CNPY. FT.	TREE % CONDITION	TREE DISPOSITION	COMMENTS
1	LIVE OAK	" <i>Quercus virginiana</i> "	20	30	40	75	REMAIN	SURFACE ROOT, R DMG
2	YELLOW TAB	" <i>Tabebuia caraiaba</i> "	11	20	18	65	REMOVE	SHADED, DB
3	PONGAM	" <i>Pongamia pinnata</i> "	29	30	40	NA	REMOVE	DEAD
4	BLACK OLIVE	" <i>Bucida buceras</i> "	16	25	20	65	REMOVE	SHARED CANOPY, CIRCLING ROOTS, DB
5	BLACK OLIVE	" <i>Bucida buceras</i> "	25	20	25	70	REMOVE	SHARED CANOPY, CIRCLING ROOTS
6	BLACK OLIVE	" <i>Bucida buceras</i> "	18	40	30	60	REMOVE	SHARED CANOPY, CIRCLING ROOTS, CO-D, B CAV
7	LIVE OAK	" <i>Quercus virginiana</i> "	22	35	35	65	REMOVE	SHADED
8	LIVE OAK	" <i>Quercus virginiana</i> "	24	30	45	70	REMOVE	CIRCLING ROOTS, DB
9	CABBAGE PALM	" <i>Sabal palmetto</i> "		16' CT	12	50	REMOVE	T DMG
10	CABBAGE PALM	" <i>Sabal palmetto</i> "		13' CT	12	60	REMOVE	
11	CABBAGE PALM	" <i>Sabal palmetto</i> "		13' CT	12	55	REMOVE	T DMG
12	LIVE OAK	" <i>Quercus virginiana</i> "	21	28	30	55	REMOVE	UP, CIRCLING ROOTS, IB
13	LIVE OAK	" <i>Quercus virginiana</i> "	21	25	30	60	REMOVE	UP, SURFACE ROOTS
14	LIVE OAK	" <i>Quercus virginiana</i> "	18	22	20	50	REMOVE	UP, B DMG
15	LIVE OAK	" <i>Quercus virginiana</i> "	17	25	25	60	REMOVE	UP
16	CABBAGE PALM	" <i>Sabal palmetto</i> "		20' CT	12	70	REMOVE	
17	LIVE OAK	" <i>Quercus virginiana</i> "	26	25	45	60	REMOVE	UP
18	LIVE OAK	" <i>Quercus virginiana</i> "	13	22	10	30	REMOVE	UP, T DMG
101	PONGAM	" <i>Pongamia pinnata</i> "	17	25	30	50	REMOVE	SURFACE ROOTS, MISSING LIMB
102	CABBAGE PALM	" <i>Sabal palmetto</i> "		14' CT	12	75	RELOCATE	
103	CABBAGE PALM	" <i>Sabal palmetto</i> "		12' CT	12	75	RELOCATE	
104	CABBAGE PALM	" <i>Sabal palmetto</i> "		14' CT	12	75	RELOCATE	
106	LAUREL OAK	" <i>Quercus laurifolia</i> "	21	30	45	70	REMAIN	
107	CABBAGE PALM	" <i>Sabal palmetto</i> "		10' CT	12	70	RELOCATE	
108	CABBAGE PALM	" <i>Sabal palmetto</i> "		14' CT	12	70	RELOCATE	
109	CABBAGE PALM	" <i>Sabal palmetto</i> "		10' CT	12	70	RELOCATE	
110	CABBAGE PALM	" <i>Sabal palmetto</i> "		10' CT	12	70	RELOCATE	



**301 East Atlantic Blvd. Pompano
Beach, FL 33060
PH: (954) 788-3400**

**Florida Certificate of Authorization: 7928
Licensed Business Number: 6860**

[illegible]

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS FROM
ALL AGENCIES HAVING JURISDICTION OVER
THE PROJECT WILL FALL SOLELY UPON THE
USER.

ISSUE DATE:	02/18/21
DESIGNED BY:	MP
DRAWN BY:	KG
CHECKED BY:	SL
BID-CONTRACT:	

MICHAEL J. PHILLIPS, R.L.A.
FLORIDA REG. NO. LA0001540
(FOR THE FIRM)

CLIENT

BREC DEVELOPMENT

PROJECT

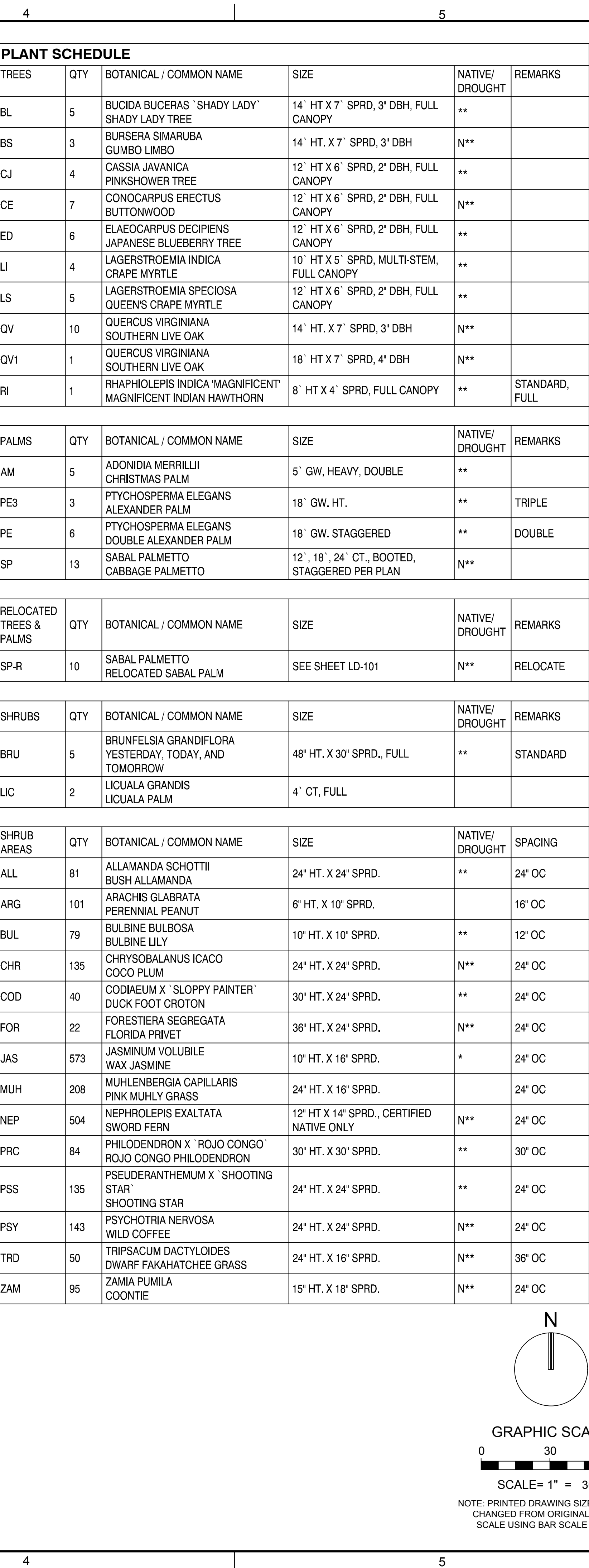
**B'NAI B'RITH IV
APARTMENTS
DEERFIELD BEACH
255 SW 3RD AVE,
DEERFIELD BEACH
33441**

SHEET TITLE

TREE DISPOSITION PLAN

SHEET NUMBER	LD-101
PROJECT NUMBER	10912.00

[illegible]



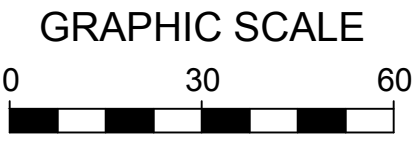
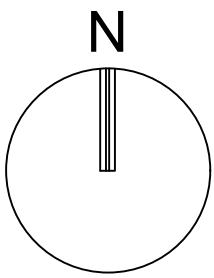
PLANT SCHEDULE					
TREES	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE/ DROUGHT	REMARKS
BL	5	BUCIDA BUCERAS 'SHADY LADY' SHADY LADY TREE	14' HT X 7' SPRD, 3" DBH, FULL CANOPY	**	
BS	3	BURSERA SIMARUBA GUMBO LIMBO	14' HT. X 7' SPRD, 3" DBH	N**	
CJ	4	CASSIA JAVANICA PINKSHOWER TREE	12' HT X 6' SPRD, 2" DBH, FULL CANOPY	**	
CE	7	CONOCARPUS ERECTUS BUTTONWOOD	12' HT X 6' SPRD, 2" DBH, FULL CANOPY	N**	
ED	6	ELAEOCARPUS DECIPiens JAPANESE BLUEBERRY TREE	12' HT X 6' SPRD, 2" DBH, FULL CANOPY	**	
LI	4	LAGERSTROEMIA INDICA CRAPE MYRTLE	10' HT X 5' SPRD, MULTI-STEM, FULL CANOPY	**	
LS	5	LAGERSTROEMIA SPECIOSA QUEEN'S CRAPE MYRTLE	12' HT X 6' SPRD, 2" DBH, FULL CANOPY	**	
QV	10	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	14' HT. X 7' SPRD, 3" DBH	N**	
QV1	1	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	18' HT X 7' SPRD, 4" DBH	N**	
RI	1	RHAPHIOLEPIS INDICA 'MAGNIFICENT' MAGNIFICENT INDIAN HAWTHORN	8' HT X 4' SPRD, FULL CANOPY	**	STANDARD, FULL

PALMS	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE/ DROUGHT	REMARKS
AM	5	ADONIDIA MERRILLII CHRISTMAS PALM	5' GW, HEAVY, DOUBLE	**	
PE3	3	PTYCHOSPERMA ELEGANS ALEXANDER PALM	18' GW. HT.	**	TRIPLE
PE	6	PTYCHOSPERMA ELEGANS DOUBLE ALEXANDER PALM	18' GW. STAGGERED	**	DOUBLE
SP	13	SABAL PALMETTO CABBAGE PALMETTO	12', 18', 24' CT., BOOTED, STAGGERED PER PLAN	N**	

RELOCATED TREES & PALMS	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE/ DROUGHT	REMARKS
SP-R	10	SABAL PALMETTO RELOCATED SABAL PALM	SEE SHEET LD-101	N**	RELOCATE

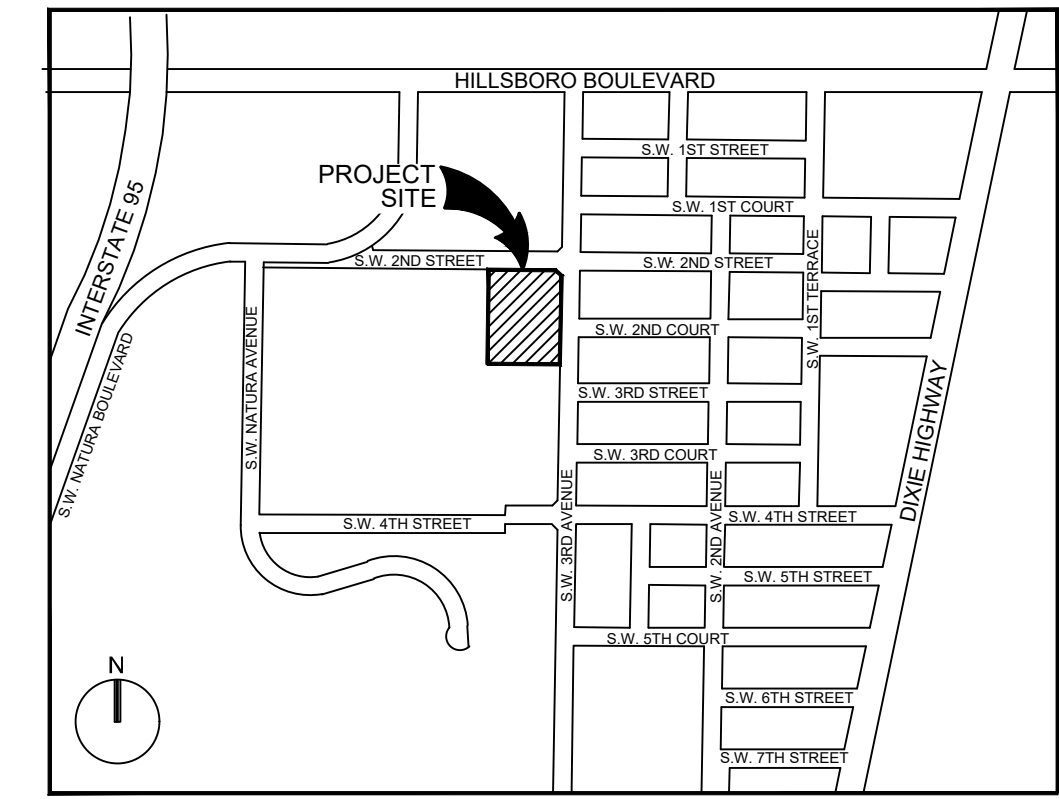
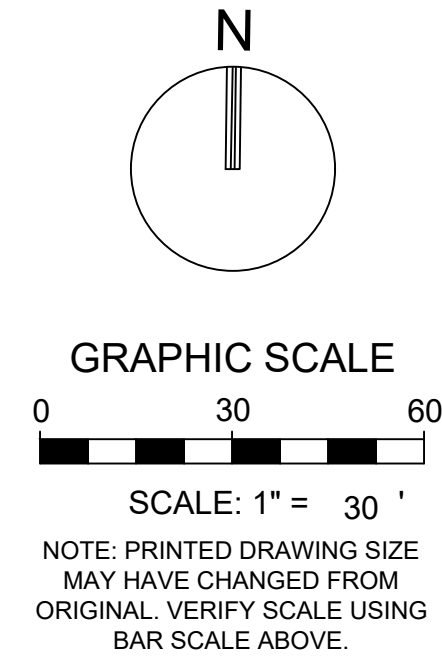
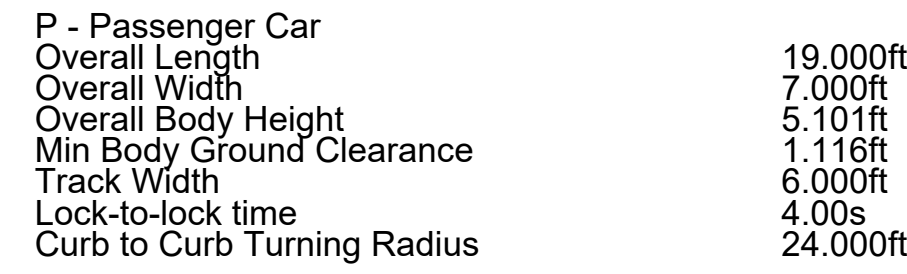
SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE/ DROUGHT	REMARKS
BRU	5	BRUNFELSIA GRANDIFLORA YESTERDAY, TODAY, AND TOMORROW	48" HT. X 30" SPRD., FULL	**	STANDARD
LJC	2	LICUALA GRANDIS LICUALA PALM	4' CT, FULL		

SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE/ DROUGHT	SPACING
ALL	81	ALLAMANDA SCHOTTII BUSH ALLAMANDA	24" HT. X 24" SPRD.	**	24" OC
ARG	101	ARACHIS GLABRATA PERENNIAL PEANUT	6" HT. X 10" SPRD.		16" OC
BUL	79	BULBINE BULBOSA BULBINE LILY	10" HT. X 10" SPRD.	**	12" OC
CHR	135	CHRYSOBALANUS ICACO COCO PLUM	24" HT. X 24" SPRD.	N**	24" OC
COD	40	CODIAEUM X `SLOPPY PAINTER` DUCK FOOT CROTON	30" HT. X 24" SPRD.	**	24" OC
FOR	22	FORESTIERA SEGREGATA FLORIDA PRIVET	36" HT. X 24" SPRD.	N**	24" OC
JAS	573	JASMINUM VOLUBILE WAX JASMINE	10" HT. X 16" SPRD.	*	24" OC
MUH	208	MUELENBERGIA CAPILLARIS PINK MUHLY GRASS	24" HT. X 16" SPRD.		24" OC
NEP	504	NEPHTROLEPIS EXALTATA SWORD FERN	12" HT X 14" SPRD., CERTIFIED NATIVE ONLY	N**	24" OC
PRC	84	PHILODENDRON X `ROJO CONGO` ROJO CONGO PHILODENDRON	30" HT. X 30" SPRD.	**	30" OC
PSS	135	PSEUDERANTHEMUM X `SHOOTING STAR` SHOOTING STAR	24" HT. X 24" SPRD.	**	24" OC
PSY	143	PSYCHOTRIA NERVOSA WILD COFFEE	24" HT. X 24" SPRD.	N**	24" OC
TRD	50	TRIPSACUM DACTYLOIDES DWARF FAKAHATCHEE GRASS	24" HT. X 16" SPRD.	N**	36" OC
ZAM	95	ZAMIA PUMILA COONTIE	15" HT. X 18" SPRD.	N**	24" OC



NOTE: PRINTED DRAWING SIZE MAY HAVE
CHANGED FROM ORIGINAL. VERIFY
SCALE USING BAR SCALE ABOVE.

Drawing name: Q:\10912.00 - B'NAI B'RITH - Apartments Deerfield Beach\Architecture\CAD\10912.00-LP-101.dwg



LOCATION SKETCH
(NOT TO SCALE)

[illegible]

**RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS FROM
ALL AGENCIES HAVING JURISDICTION OVER
THE PROJECT WILL FALL SOLELY UPON THE
USER.**

BID-CONTRACT:

BREC DEVELOPMENT

**B'NAI B'RITH IV
APARTMENTS
DEERFIELD BEACH
255 SW 3RD AVE,
DEERFIELD BEACH
33441**

VEHICLE CIRCULATION PLAN

PROJECT NUMBER	10912.00
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Drawing name: Q:\10912.00 - B'NAI B'RITH - Apartments Deerfield Beach\Engineering\Cadd\10912.00-SP-502-Vehicle Circulation Plan.dwg

STATUS: PRELIMINARY





Calculation Summary						
Project: BNAI BRITH, DEERFIELD BEACH - SITE - REV 2 --- DEC-10-2021						
Label	CalcType	Units	Avg	Max	Min	Max/Min
PROPERTY LINE - HORIZONTAL AG	Illuminance	Fc	0.16	0.8	0.0	N.A.
PROPERTY LINE - VERTICAL AG	Illuminance	Fc	0.37	1.8	0.0	N.A.
PARKING	Illuminance	Fc	1.37	4.76	0.31	15.35



NOTE: PRINTED DRAWING SIZE MAY HAVE
CHANGED FROM ORIGINAL. VERIFY SCALE
USING BAR SCALE ABOVE.

[illegible]



SOUTH ELEVATION



NORTH ELEVATION



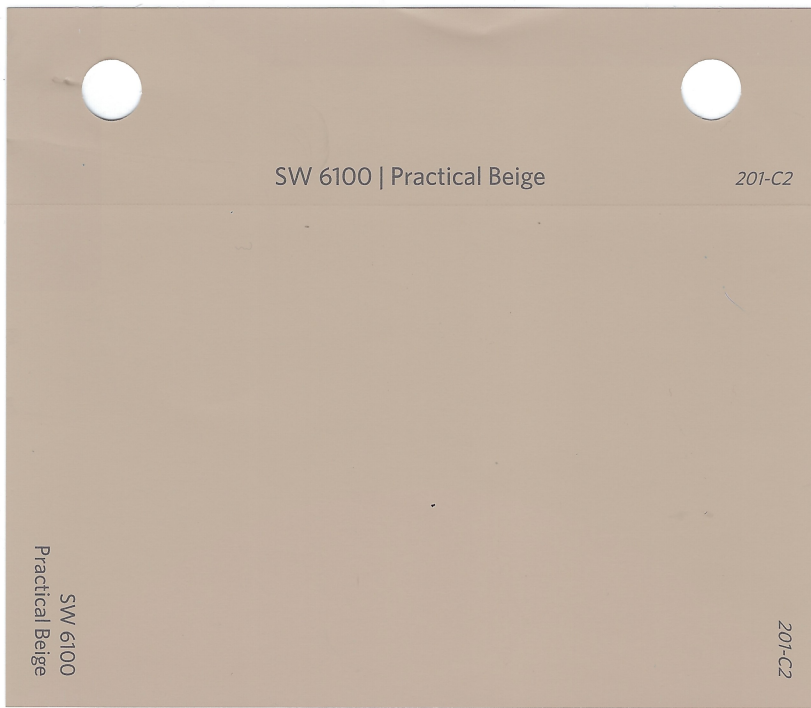
WEST ELEVATION



EAST ELEVATION

- French Roast
SW 6069
- Moroccan Spice
SW 6060
- Practical Beige
SW 6100
- Meridian Brick -
Marsh Pointe Queen
Augusta Collection





B'NAI B'RITH APARTMENTS IV

KEITH PROJECT NUMBER: 10912.00

PARKING DEMAND ANALYSIS

September 2021 (Revised)



Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
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301 E. Atlantic Boulevard, Pompano Beach, FL 33060
954-788-3400

B'NAI B'RITH APARTMENTS IV

255 SW 3rd Avenue
Deerfield Beach, FL, 33441

PARKING DEMAND ANALYSIS

Prepared For:

BREC Development, LLC
3010 Third Avenue South
Birmingham, FL, 35233

Prepared By:



301 East Atlantic Boulevard
Pompano Beach, Florida 33060

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
PRAMOD CHOUDHARY, PE, PTOE ON THE DATE
ADJACENT TO THE SEAL. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST BE VERIFIED ON
ANY ELECTRONIC COPIES.

Date: September 15, 2021
Florida License No.: 61641
Firm Name: KEITH
Firm Address: 301 East Atlantic Blvd
City, State, Zip: Pompano Beach, Florida 33060
Pages: 1 through 40

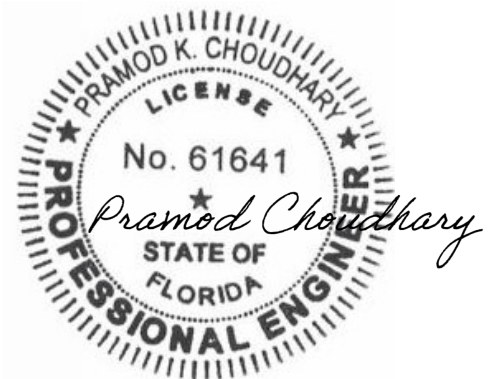


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INTRODUCTION

KEITH has been retained by BREC Development, LLC to prepare a parking analysis for the proposed development (BB-IV) located at 255 SW 3rd Avenue in Deerfield Beach, Florida. The existing development (BB-II) currently has 83 dwelling units and provides 64 parking spaces. The developer is proposing to expand the existing assisted living facility building by adding 62 additional units in a four-story building on the north side of the existing complex. After the proposed expansion, the development will provide 97 parking spaces for a total of 145 dwelling units. A copy of the site plan is included in **Appendix A. Figure 1** shows an aerial location of the proposed development:



Figure 1: Location Map

EXISTING PARKING SUPPLY

An existing conditions assessment was performed for the B'NAI B'RITH APARTMENTS II private parking area. Our team conducted a parking accumulation survey to obtain data on the number of vehicles parked during a typical weekday and a weekend day for 12 hours from 6:00 a.m. to 6:00 p.m. This time was anticipated to capture the parking profile of this residential community. Parking traffic counts were collected in 15-minute increments on Thursday, December 3, 2020, and on Saturday, December 5, 2020. Parking data collection is included in **Appendix B** and **Figure 2** depicts the parking study area:

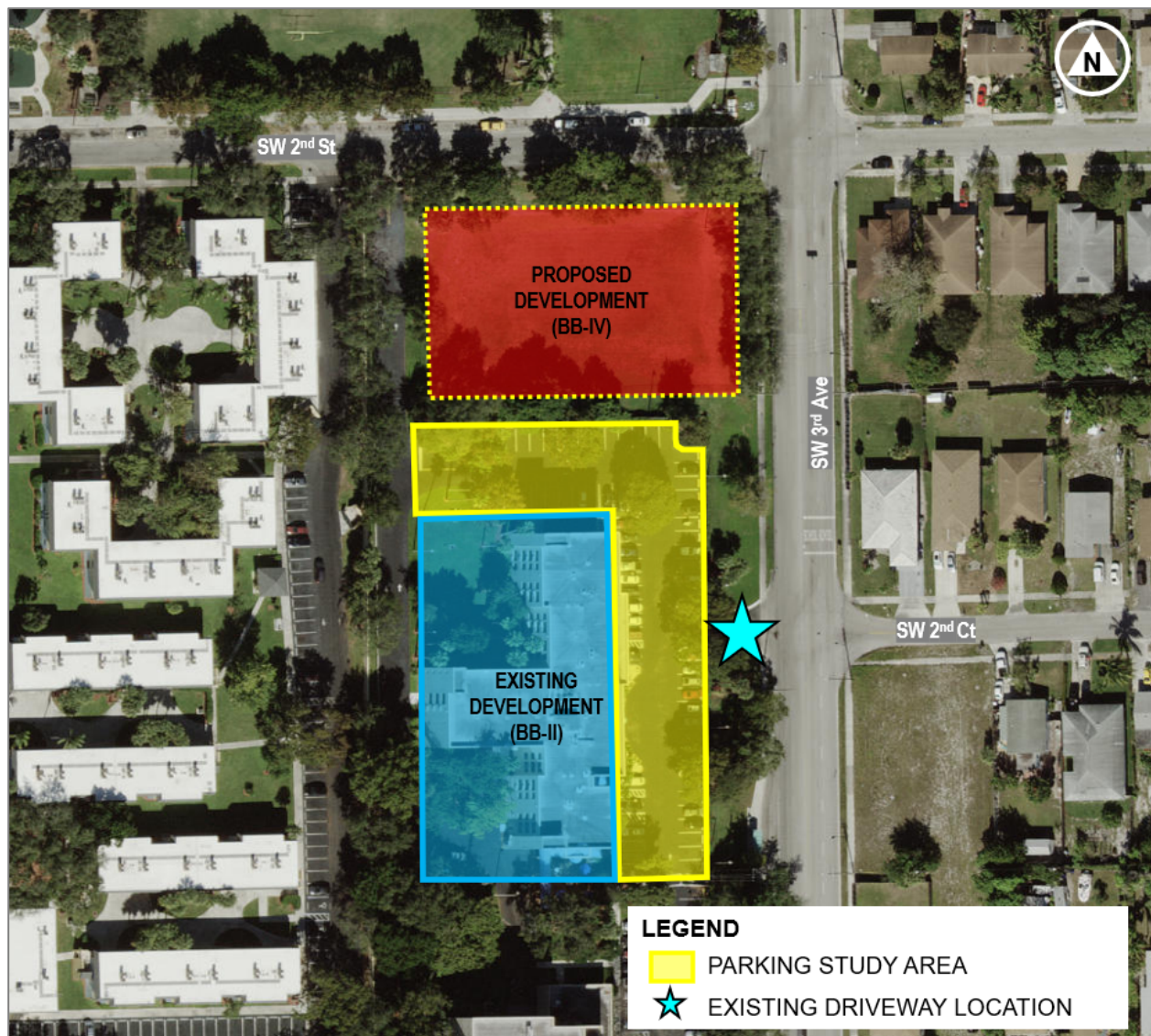


Figure 2: Parking Study Area

WEEKDAY – THURSDAY, DECEMBER 3, 2020:

Parking accumulation data was collected in 15-minute increments on Thursday, December 3, 2020, for 12 hours from 6:00 a.m. to 6:00 p.m. **Figure 3** represents the overall occupancy per hour for the entire 12 hours:

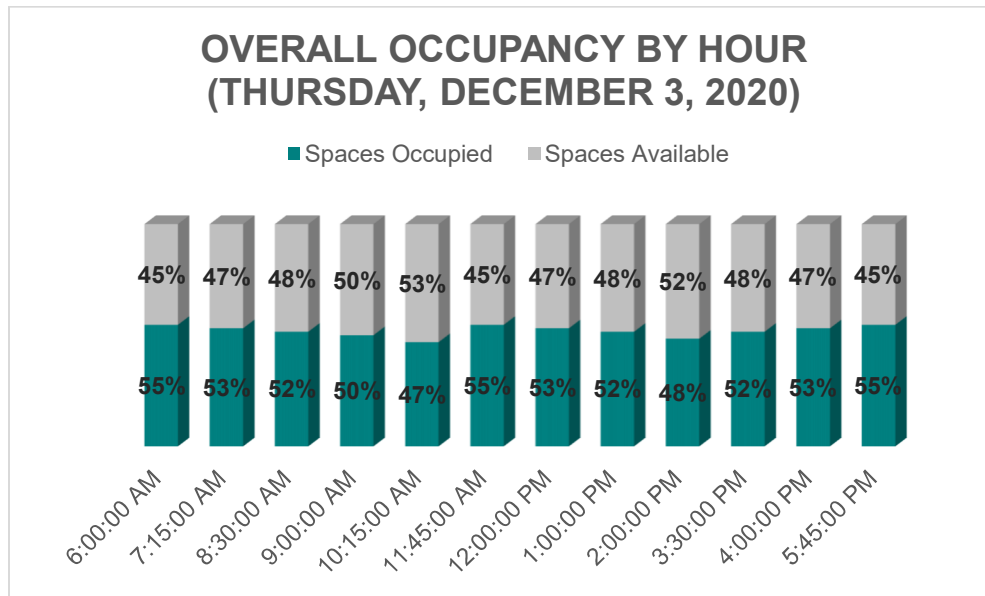


Figure 3: Overall Occupancy by Hour (Weekday)

A.M. Peak Hour:

The highest parking utilization occurred at 6:00 am. The total number of occupied parking spaces was 35 where 55% of the total parking spaces were utilized on the site and the total number of available parking spaces was 29.

Table 1: A.M. Peak Hour Weekday Occupancy

Total Number of Parking Spaces	Weekday Peak Occupancy	A.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	55%	6:00 am – 7:00 am	35	29	0.55

P.M. Peak Hour:

The highest parking utilization occurred at 5:45 pm. The total number of occupied parking spaces was 35 where 55% of the total parking spaces were utilized on the site and the total number of available parking spaces was 29.

Table 2: P.M. Peak Hour Weekday Occupancy

Total Number of Parking Spaces	Weekday Peak Occupancy	P.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	55%	5:00 pm – 6:00 pm	35	29	0.55

WEEKEND – SATURDAY, DECEMBER 5, 2020:

Parking accumulation data was collected in 15-minute increments on Saturday, December 5, 2020, for 12 hours from 6:00 a.m. to 6:00 p.m. **Figure 4** represents the overall occupancy per hour for the entire 12 hours:

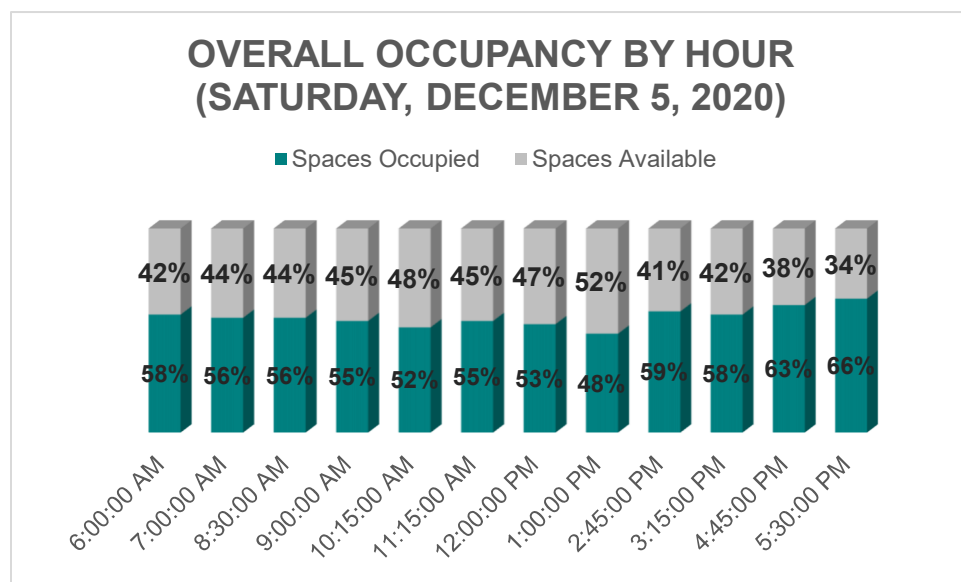


Figure 4: Overall Occupancy by Hour (Weekend)

A.M. Peak Hour:

The highest parking utilization occurred at 6:00 am. The total number of occupied parking spaces was 37 where 58% of the total parking spaces were utilized on the site, and the total number of available parking spaces was 27.

Table 3: A.M. Peak Hour Weekend Occupancy

Total Number of Parking Spaces	Weekend Peak Occupancy	A.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	58%	6:00 am – 7:00 am	37	27	0.58

P.M. Peak Hour:

The highest parking utilization occurred at 5:30 pm. The total number of occupied parking spaces was 42 where 66% of the total parking spaces were utilized on the site, and the total number of available parking spaces was 22.

Table 4: P.M. Peak Hour Weekend Occupancy

Total Number of Parking Spaces	Weekend Peak Occupancy	P.M. Peak Hour	Total Number of Occupied Parking Spaces	Total Number of Available Parking Spaces	Parking Rate
64	66%	5:00 pm – 6:00 pm	42	22	0.66

The overall highest total number of occupied parking spaces during both days was 42, and the overall total number of available parking spaces was 22.

PARKING DEMAND ANALYSIS

The Institute of Transportation Engineers (ITE) *Parking Generation*, 5th Edition, was utilized to determine if the number of proposed parking spaces will be adequate to meet the estimated peak demand. ITE Land Use Code 252 for Senior Adult Housing was applied for this analysis. The existing and proposed developments are assisted living facilities identified as affordable housing with an age restriction. **Table 5** shows the ITE Average Peak Parking Demand:

Table 5: Average Peak Period Parking Demand - ITE

ITE Land Use	ITE Land Use Code	Average Rate	Dwelling Units	Peak Parking Demand
Senior Adult Housing	252	0.61 per Dwelling unit	83	51
			62	38
Total			145	89

Source: ITE Parking Generation, 5th Edition (Average Rate Peak Period Parking Demand)

Using the ITE average rate, the calculated peak parking demand was found to be 89 spaces for the total number of 145 dwelling units which is less than the 97 spaces to be provided. The ITE data for the 85th Percentile Peak Period Parking Demand is 0.67 vehicles per dwelling unit, which equates to 97 spaces for the 145 dwelling units. Based on the data provided by the ITE Parking Generation, the proposed 97 spaces will exceed the average and will accommodate the 85th Percentile parking demand expected at site. **Table 6** summarizes the ITE 85th Percentile Peak Period Parking Demand:

Table 6: 85th Percentile Peak Period Parking Demand - ITE

ITE Land Use	ITE Land Use Code	Peak Parking Demand Rate	Dwelling Units	Peak Parking Demand	Provided on Site
Senior Adult Housing	252	0.67 per Dwelling unit	83	55	97
			62	42	
Total			145	97	97

Source: ITE Parking Generation, 5th Edition (85th Percentile Peak Period Parking Demand)

Based on the ITE parking demand analysis, it is anticipated that the proposed 97 parking spaces will accommodate the projected parking demand at its peak utilization. The ITE parking demand data summaries and land use code are include in **Appendix C**.

CITY OF DEERFIELD BEACH PARKING REQUIREMENTS

The City of Deerfield Beach Land Development Code Section 98-93 (e) parking requirements was reviewed for the proposed development. **Table 7** provides the code required for the existing and proposed development based on the standards for assisted living facilities and community residential homes:

Table 7: City of Deerfield Beach Parking Requirements

PARKING CALCULATIONS:			
	<u>REQUIRED</u>	<u>PROVIDED</u>	
PROPOSED ASSISTED LIVING FACILITY (BB-IV)			
1.5 SPACES X 38.5 DWELLING UNIT EQUIVALENTS	58	15	PROPOSED ON BB-IV (10'X20' SPACES) (INCLUDES 4 ADA @ 12'X20')
		7	PROPOSED ON BB-IV (9'X18' SPACES) (31.8% OF TOTAL)
EXISTING ASSISTED LIVING FACILITY (BB-II)			
		53	EXISTING ON BB-II (10'X20' SPACES) (INCLUDES 4 ADA @ 12'X20')
1.5 SPACES X 41.5 DWELLING UNIT EQUIVALENTS	62	17	PROPOSED ON BB-II (9'X18' SPACES) (20.5% OF TOTAL)
		5	PROPOSED ON BB-II (10'X20' SPACES)
TOTAL PARKING	120	97	
NOTES:			
1. A PARKING SPACE DEVIATION FOR THE PROPOSED BB-IV SITE REQUESTED UNDER SEPARATE COVER.			

As shown in **Table 7**, per the City of Deerfield Beach's parking requirements, the proposed development is required to provide 120 parking spaces or a parking ratio of approximately 0.83 parking spaces per unit. **Table 8** below identifies the parking requirement based on the parking data collected from the field. A copy of the City of Deerfield Beach's parking code is included in **Appendix D**.

Table 8: Comparison of Parking Requirement Based on Field Data

Parking Requirement per BB-II Parking Survey Data		Parking Requirement per ITE Rate		Parking Requirement per ITE Rate for 85 th Percentile		Parking Requirement per City's Rate		Parking Spaces Provided on Site
BB-II Rate (Cars per Unit)	Required Parking Spaces	ITE Rate (Cars per Unit) from Table 5	Required Parking Spaces	ITE Rate (Cars per Unit) from Table 6	Required Parking Spaces	City's Rate	Required Parking Spaces	
0.50	$145 * 0.50 = 73$	0.61	$145 * 0.61 = 88$	0.67	$145 * 0.67 = 97$	0.83	$145 * 0.83 = 120$	97

Source: ITE Parking Generation, 5th Edition

As can be observed from Table 8, the field observed parking rate with the peak parking demand reflects a rate of 0.50 parking spaces per dwelling unit. The ITE rate shows 0.67 parking spaces for the 85th percentile parking demand. The City code shows 0.83 parking spaces per dwelling unit. Hence, we can conclude that the City rate is much higher than the field observed rate based on peak parking demand and the ITE rate based on the 85th percentile parking demand. The number of parking spaces provided on-site is 24 more than the field observed parking rate and meets the parking requirement per ITE Rate for 85th Percentile.

Based on the response provided by BREC Development, the existing B'nai B'rith Apartments II (BB-2) had 100% occupancy at the time of the parking data collection performed on Thursday, December 3, 2020, and Saturday, December 5, 2020. Additionally, BREC Development confirmed that there are 46 registered resident vehicles out of 83 units in BB-2. **Table 9** below shows the parking requirement based on the number of registered vehicles for the BB-2 unit. The field observation clearly indicates that not all registered vehicles were parked at the facility at all times. Based on the field data collection and the number of registered vehicles at the facility, the parking requirement is below the number of parking spaces provided at the site.

Table 9: Comparison of Parking Requirements Based on the Registered Number of Vehicles

Parking Requirement per BB-II Existing Registered Resident Vehicles		Parking Requirement per ITE Rate		Parking Requirement per ITE Rate for 85 th Percentile		Parking Requirement per City's Rate		Parking Spaces Provided on Site
BB-II Rate (Cars per Unit)	Required Parking Spaces	ITE Rate (Cars per Unit)	Required Parking Spaces	ITE Rate (Cars per Unit)	Required Parking Spaces	City's Rate	Required Parking Spaces	
0.55	$145 * 0.55 = 80$	0.61	$145 * 0.61 = 88$	0.67	$145 * 0.67 = 97$	0.83	$145 * 0.83 = 120$	97

Source: ITE Parking Generation, 5th Edition

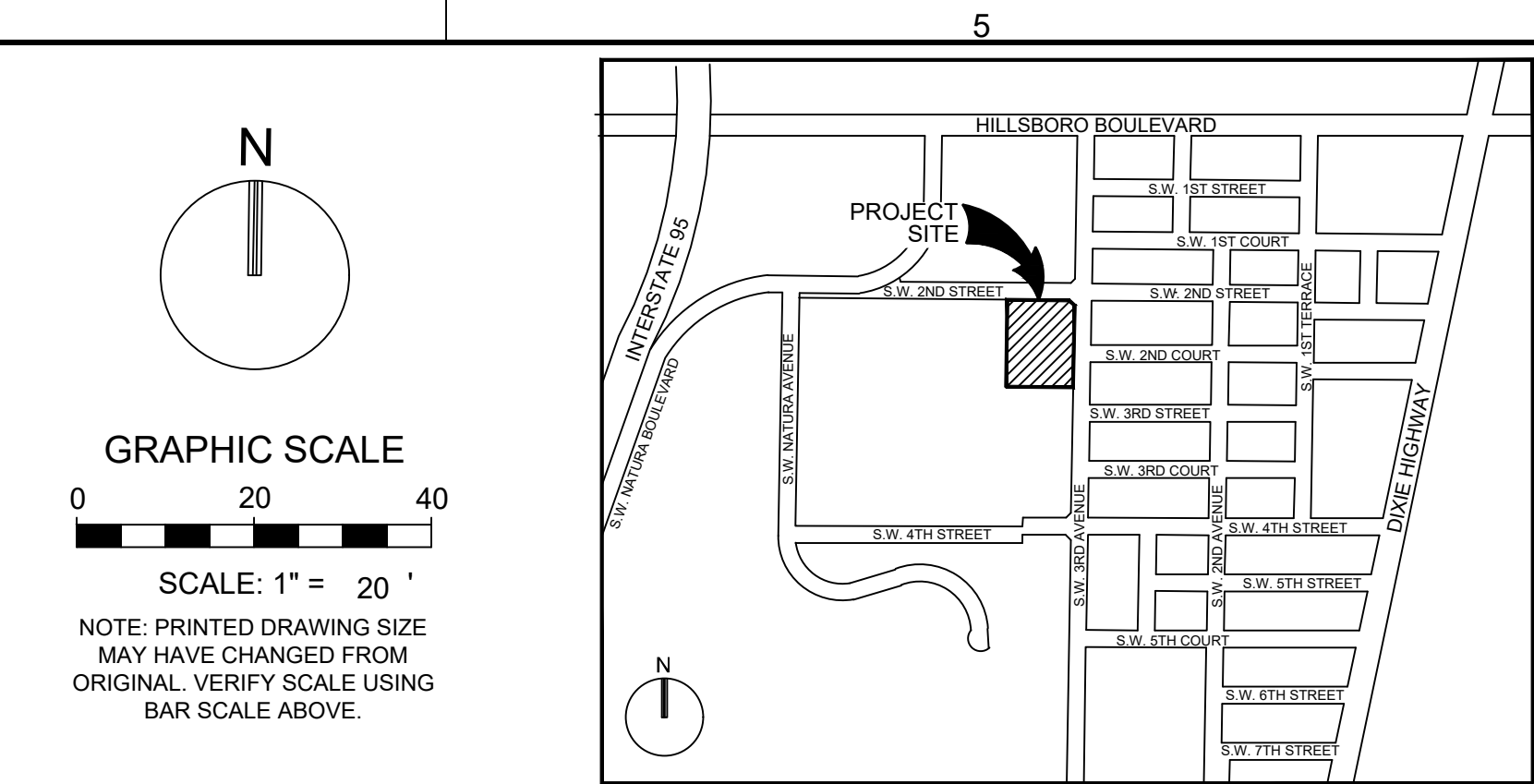
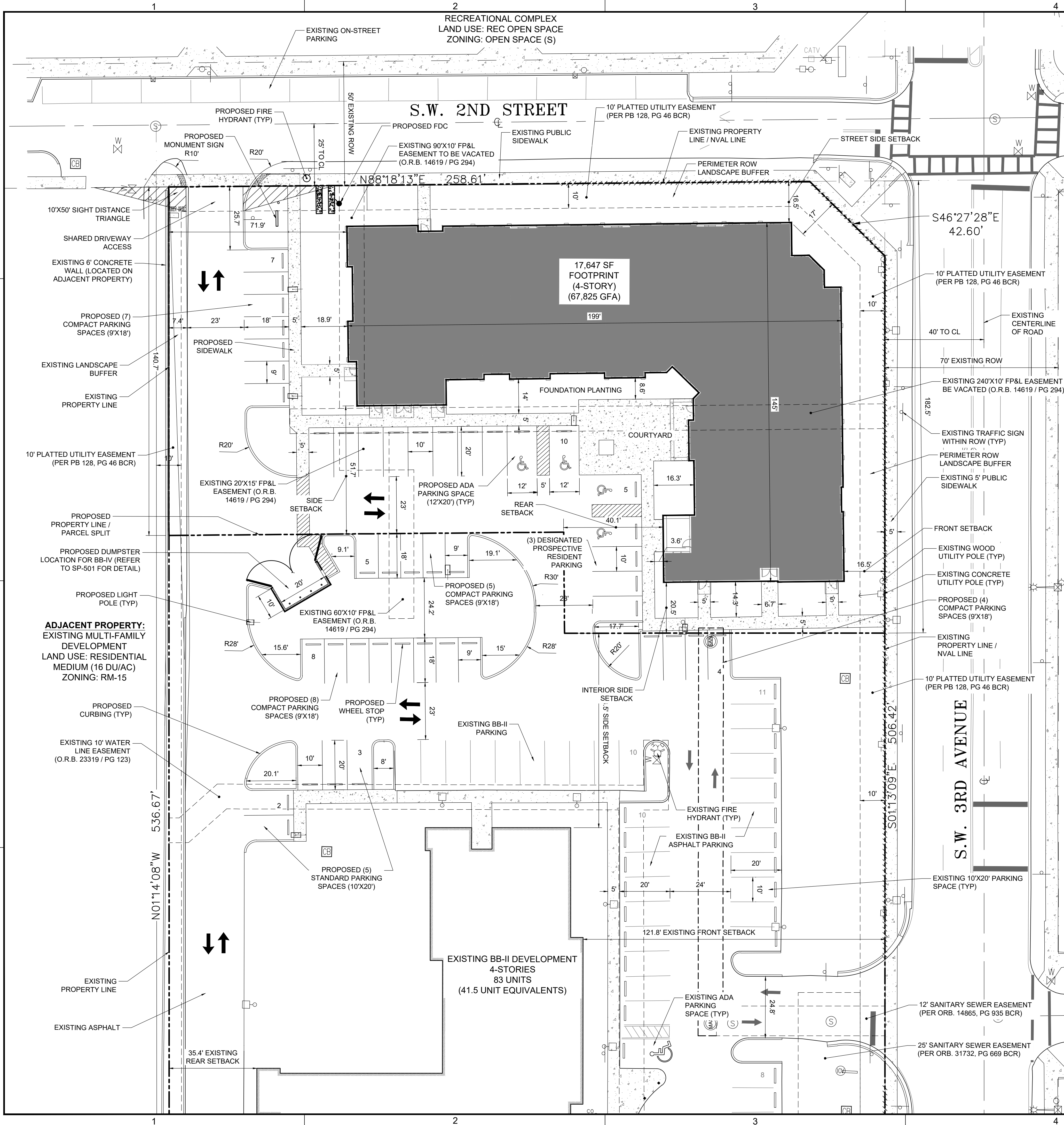
Based on this analysis, the proposed development is expected to have adequate parking spaces to accommodate the peak parking demand. Although the project is providing less parking spaces than the amount required by the City of Deerfield Beach, it is anticipated that the 97 parking spaces will be sufficient to accommodate the projected parking demand.

CONCLUSION

The existing development (BB-II) currently has 83 dwelling units and provides 64 parking spaces. The developer is proposing to expand the existing assisted living facility building by adding 62 additional units in a four-story building on the north side of the existing complex. After the proposed expansion, the development will provide 97 parking spaces for a total of 145 dwelling units. The Institute of Transportation Engineers (ITE) *Parking Generation*, 5th Edition and a parking demand analysis was utilized to determine if the number of proposed parking spaces will be adequate to meet the expected peak demand. Based on both field observed parking demand and the ITE parking demand analysis, it is anticipated that the 97 parking spaces will accommodate the projected parking demand.

APPENDIX A

SITE PLAN



LOCATION SKETCH
(NOT TO SCALE)

SITE DATA TABLE

PROJECT ADDRESS: 255 SW 3RD AVENUE, DEEFIELD BEACH FL 33441			
FOLIO No. 484201250011			
PROJECT INFORMATION:			
LAND USE DESIGNATION: CITY	MEDIUM DENSITY RESIDENTIAL (15 DU/AC)		
LAND USE DESIGNATION: COUNTY	MEDIUM-HIGH DENSITY RESIDENTIAL (25 DU/AC)		
ZONING DESIGNATION:	MULTIPLE FAMILY RESIDENCE (RM-15)		
	SQ. FT.	ACREAGE	
TOTAL NET SITE AREA (PER SURVEY)	154,515	3.55	
BB-II MODIFIED SITE AREA	108,995	2.50	
BB-IV PROPOSED SITE AREA	45,520	1.05	
GROSS BUILDING AREA (SF)	67,825	DWELLING UNIT EQUIVALENTS	
PROPOSED # OF RESIDENTIAL UNITS		47 ONE-BED	23.50
		15 TWO-BEDS	15
		62 UNITS	38.50
NOTES:			
1. SEE ARCHITECTURAL PLANS FOR INTERIOR BUILDING AREA			
2. SEE SHEET SP-503 FOR DENSITY EXHIBIT. RESIDENTIAL FLEX UNITS REQUESTED UNDER SEPARATE COVER.			

ZONING DISTRICT REQUIREMENTS: (BB-IV)			
REQUIRED	PROVIDED		
RESIDENTIAL DENSITY	15 DU/AC	44 DU/AC	SEE NOTE #2
BUILDING HEIGHT	75' MAX	53'-8"	INCLUDING PARAPETS
BUILDING LOT COVERAGE	40% MAX	38.4%	
PERVIOUS AREA	35% MIN	26.9%	PENDING VARIANCE APPROVAL
MINIMUM LOT AREA (SF)	111,650	45,520	PENDING VARIANCE APPROVAL
MINIMUM LOT WIDTH	100' MIN	182.5'	
FLOOR AREA RATIO (FAR)	N/A	1.49	
SETBACK REQUIREMENTS:			
REQUIRED (MIN)	PROVIDED		
FRONT YARD	25'	16.5'	PENDING VARIANCE APPROVAL
STREET SIDE YARD	25'	16.5'	PENDING VARIANCE APPROVAL
INTERIOR SIDE YARD	10' (*20')	20.5'	
REAR YARD	15' (*20')	40.1'	
(*) - INCLUDES MINIMUM PLUS ONE FOOT FOR EACH TWO FEET OF BUILDING HEIGHT ABOVE 20 FEET			

SITE AREA CALCULATIONS: (BB-IV SITE ONLY)			
REQUIRED	PROVIDED		
NET SITE AREA:	45,520.00	100%	1.04
IMPERVIOUS AREA			
BUILDING FOOTPRINT (INCL. OVERHANG)	17,499	38.44%	0.40
VEHICULAR USE AREA/PAVEMENT	12,136	26.66%	0.28
SIDEWALKS/CONCRETE	3,626	7.97%	0.08
PERVIOUS AREA	12,259.00	26.93%	0.28
TOTAL	45,520.00	100%	1.04

PARKING CALCULATIONS:			
	REQUIRED	PROVIDED	
PROPOSED ASSISTED LIVING FACILITY (BB-IV)			
1.5 SPACES X 38.5 DWELLING UNIT EQUIVALENTS	58	15	PROPOSED ON BB-IV (10'X20' SPACES) (INCLUDES 4 ADA @ 12'X20')
		7	PROPOSED ON BB-IV (9'X18' SPACES) (31.8% OF TOTAL)
EXISTING ASSISTED LIVING FACILITY (BB-II)		53	EXISTING ON BB-II (10'X20' SPACES) (INCLUDES 4 ADA @ 12'X20')
1.5 SPACES X 41.5 DWELLING UNIT EQUIVALENTS	62	17	PROPOSED ON BB-II (9'X18' SPACES) (20.5% OF TOTAL)
		5	PROPOSED ON BB-II (10'X20' SPACES)
TOTAL PARKING	120	97	

NOTES:
1. A PARKING SPACE DEVIATION FOR THE PROPOSED BB-IV SITE REQUESTED UNDER SEPARATE COVER.

KEITH
301 East Atlantic Blvd. Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Certificate of Authorization: 7928
Licensed Business Number: 6860

REVISIONS		
NO.	DESCRIPTION	DATE

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.
ISSUE DATE: 02/18/21
DESIGNED BY: RG
DRAWN BY: BB
CHECKED BY: TD
BID-CONTRACT:

THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

CLIENT
BREC DEVELOPMENT

PROJECT
**B'NAI B'RITH IV
APARTMENTS
DEERFIELD BEACH
255 SW 3RD AVE,
DEERFIELD BEACH
33441**

SHEET TITLE
SITE PLAN
SHEET NUMBER SP-101
PROJECT NUMBER 10912.00

STATUS: PRELIMINARY
Drawing name: N:\1010912.00 - B'NAI B'RITH - Apartments Deerfield Beach\Engineering\Cadd\10912.00-SP-101-Site Plan.dwg
Plotted by: mamodo On Wednesday, September 23, 2020 9:40:06 AM
Page 237 of 549

APPENDIX B

PARKING DATA COLLECTION

PARKING ACCUMULATION SURVEY

Project Number: 10912.00

Project Name: B'NAI B'RITH APARTMENTS IV

Project Location: 255 SW 3rd Avenue - Deerfield Beach, FL 33441

Regular Parking Spaces **60**

ADA Parking Spaces **4**

Total Parking Spaces **64**

WEEKDAY		
Date: Thursday, December 3, 2020		
Observation Time	Parking Accumulation	Field Observation Notes
6:00:00 AM	35	-
6:15:00 AM	35	-
6:30:00 AM	34	First perosn to leave
6:45:00 AM	34	-
7:00:00 AM	33	-
7:15:00 AM	34	-
7:30:00 AM	34	-
7:45:00 AM	33	-
8:00:00 AM	32	-
8:15:00 AM	32	-
8:30:00 AM	33	-
8:45:00 AM	33	-
9:00:00 AM	32	-
9:15:00 AM	30	-
9:30:00 AM	29	-
9:45:00 AM	29	-
10:00:00 AM	27	-
10:15:00 AM	30	-
10:30:00 AM	27	-
10:45:00 AM	28	-
11:00:00 AM	30	People starting to come back with food
11:15:00 AM	31	-
11:30:00 AM	32	-
11:45:00 AM	35	-
12:00:00 PM	34	-
12:15:00 PM	32	-
12:30:00 PM	32	-
12:45:00 PM	32	-
1:00:00 PM	33	-
1:15:00 PM	33	-
1:30:00 PM	32	-
1:45:00 PM	32	-
2:00:00 PM	31	-
2:15:00 PM	31	-
2:30:00 PM	30	-
2:45:00 PM	30	-
3:00:00 PM	30	-
3:15:00 PM	32	-
3:30:00 PM	33	-
3:45:00 PM	32	Same few cars coming in and out
4:00:00 PM	34	-
4:15:00 PM	32	-
4:30:00 PM	32	-
4:45:00 PM	32	-
5:00:00 PM	32	No movement for an hour
5:15:00 PM	33	
5:30:00 PM	34	
5:45:00 PM	35	Everyone one is back
6:00:00 PM	37	Visitors arrived

PARKING ACCUMULATION SURVEY

Project Number: 10912.00

Project Name: B'NAI B'RITH APARTMENTS IV

Project Location: 255 SW 3rd Avenue - Deerfield Beach, FL 33441

Regular Parking Spaces **60**

ADA Parking Spaces **4**

Total Parking Spaces **64**

WEEKEND		
Date: Saturday, December 5, 2020		
Observation Time	Parking Accumulation	Field Observation Notes
6:00:00 AM	37	-
6:15:00 AM	37	-
6:30:00 AM	37	-
6:45:00 AM	37	-
7:00:00 AM	36	First person to leave
7:15:00 AM	36	-
7:30:00 AM	35	-
7:45:00 AM	34	-
8:00:00 AM	35	-
8:15:00 AM	35	-
8:30:00 AM	36	-
8:45:00 AM	36	-
9:00:00 AM	35	Same few cars coming in and out for the last hour
9:15:00 AM	33	-
9:30:00 AM	35	-
9:45:00 AM	35	-
10:00:00 AM	32	-
10:15:00 AM	33	-
10:30:00 AM	33	-
10:45:00 AM	32	-
11:00:00 AM	34	-
11:15:00 AM	35	Cars still just rotating in and out
11:30:00 AM	34	-
11:45:00 AM	33	-
12:00:00 PM	34	-
12:15:00 PM	32	-
12:30:00 PM	34	-
12:45:00 PM	33	-
1:00:00 PM	31	-
1:15:00 PM	31	-
1:30:00 PM	30	-
1:45:00 PM	31	-
2:00:00 PM	31	-
2:15:00 PM	34	-
2:30:00 PM	36	-
2:45:00 PM	38	First visitor to show up
3:00:00 PM	36	-
3:15:00 PM	37	Comcast truck showed up to work
3:30:00 PM	35	-
3:45:00 PM	34	-
4:00:00 PM	36	-
4:15:00 PM	39	More visitors arriving
4:30:00 PM	38	-
4:45:00 PM	40	-
5:00:00 PM	40	-
5:15:00 PM	41	-
5:30:00 PM	42	-
5:45:00 PM	42	-
6:00:00 PM	41	All extra cars over 37 are visitors

PARKING ANALYSIS

Project Number: 10912.00

Project Name: B'NAI B'RITH APARTMENTS IV

Project Location: 255 SW 3rd Avenue - Deerfield Beach, FL 33441

Regular Parking Spaces **60**

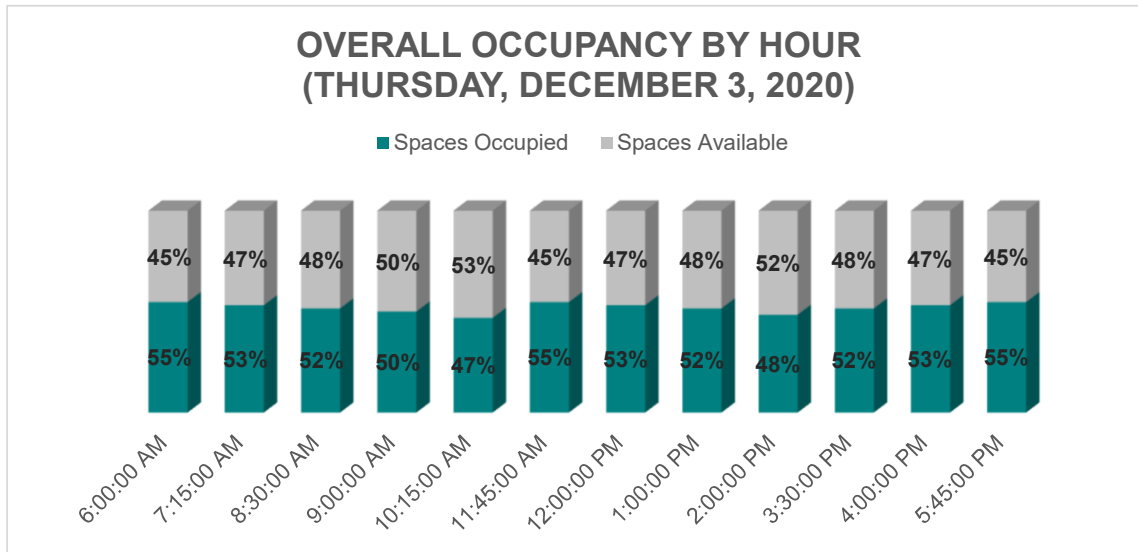
ADA Parking Spaces **4**

Total Parking Spaces **64**

WEEKDAY			WEEKEND		
Date: Thursday, December 3, 2020			Date: Saturday, December 5, 2020		
Observation Time	Parking Accumulation	% Occupied	Observation Time	Parking Accumulation	% Occupied
6:00:00 AM	35	55%	6:00:00 AM	37	58%
6:15:00 AM	35	55%	6:15:00 AM	37	58%
6:30:00 AM	34	53%	6:30:00 AM	37	58%
6:45:00 AM	34	53%	6:45:00 AM	37	58%
7:00:00 AM	33	52%	7:00:00 AM	36	56%
7:15:00 AM	34	53%	7:15:00 AM	36	56%
7:30:00 AM	34	53%	7:30:00 AM	35	55%
7:45:00 AM	33	52%	7:45:00 AM	34	53%
8:00:00 AM	32	50%	8:00:00 AM	35	55%
8:15:00 AM	32	50%	8:15:00 AM	35	55%
8:30:00 AM	33	52%	8:30:00 AM	36	56%
8:45:00 AM	33	52%	8:45:00 AM	36	56%
9:00:00 AM	32	50%	9:00:00 AM	35	55%
9:15:00 AM	30	47%	9:15:00 AM	33	52%
9:30:00 AM	29	45%	9:30:00 AM	35	55%
9:45:00 AM	29	45%	9:45:00 AM	35	55%
10:00:00 AM	27	42%	10:00:00 AM	32	50%
10:15:00 AM	30	47%	10:15:00 AM	33	52%
10:30:00 AM	27	42%	10:30:00 AM	33	52%
10:45:00 AM	28	44%	10:45:00 AM	32	50%
11:00:00 AM	30	47%	11:00:00 AM	34	53%
11:15:00 AM	31	48%	11:15:00 AM	35	55%
11:30:00 AM	32	50%	11:30:00 AM	34	53%
11:45:00 AM	35	55%	11:45:00 AM	33	52%
12:00:00 PM	34	53%	12:00:00 PM	34	53%
12:15:00 PM	32	50%	12:15:00 PM	32	50%
12:30:00 PM	32	50%	12:30:00 PM	34	53%
12:45:00 PM	32	50%	12:45:00 PM	33	52%
1:00:00 PM	33	52%	1:00:00 PM	31	48%
1:15:00 PM	33	52%	1:15:00 PM	31	48%
1:30:00 PM	32	50%	1:30:00 PM	30	47%
1:45:00 PM	32	50%	1:45:00 PM	31	48%
2:00:00 PM	31	48%	2:00:00 PM	31	48%
2:15:00 PM	31	48%	2:15:00 PM	34	53%
2:30:00 PM	30	47%	2:30:00 PM	36	56%
2:45:00 PM	30	47%	2:45:00 PM	38	59%
3:00:00 PM	30	47%	3:00:00 PM	36	56%
3:15:00 PM	32	50%	3:15:00 PM	37	58%
3:30:00 PM	33	52%	3:30:00 PM	35	55%
3:45:00 PM	32	50%	3:45:00 PM	34	53%
4:00:00 PM	34	53%	4:00:00 PM	36	56%
4:15:00 PM	32	50%	4:15:00 PM	39	61%
4:30:00 PM	32	50%	4:30:00 PM	38	59%
4:45:00 PM	32	50%	4:45:00 PM	40	63%
5:00:00 PM	32	50%	5:00:00 PM	40	63%
5:15:00 PM	33	52%	5:15:00 PM	41	64%
5:30:00 PM	34	53%	5:30:00 PM	42	66%
5:45:00 PM	35	55%	5:45:00 PM	42	66%
6:00:00 PM	37	58%	6:00:00 PM	41	64%

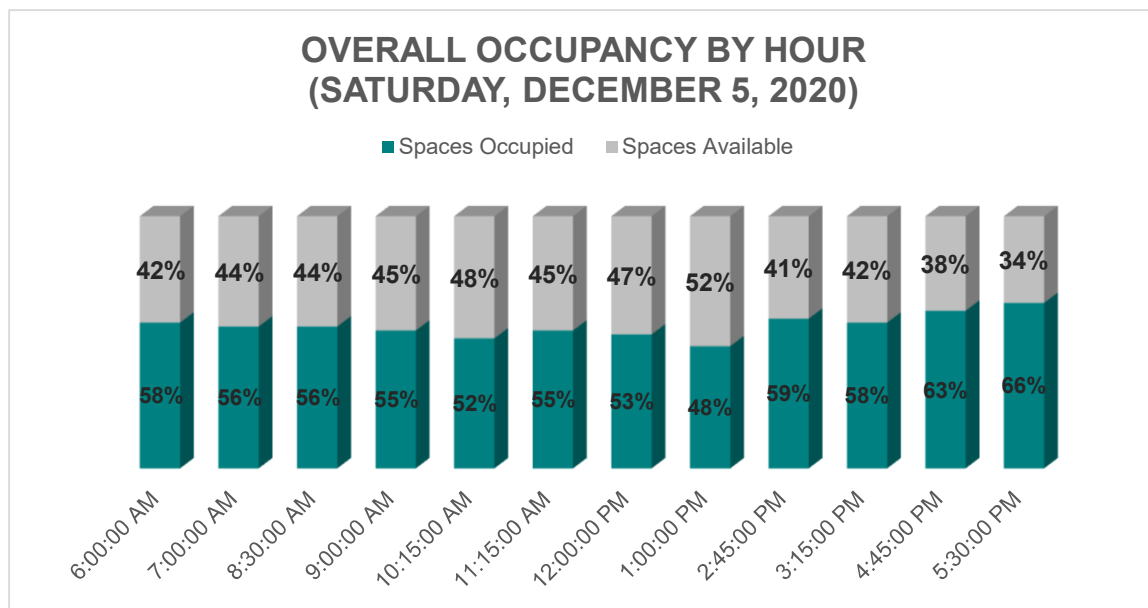
PARKING ANALYSIS

Observation Time	Spaces Occupied	Spaces Available
6:00:00 AM	55%	45%
7:15:00 AM	53%	47%
8:30:00 AM	52%	48%
9:00:00 AM	50%	50%
10:15:00 AM	47%	53%
11:45:00 AM	55%	45%
12:00:00 PM	53%	47%
1:00:00 PM	52%	48%
2:00:00 PM	48%	52%
3:30:00 PM	52%	48%
4:00:00 PM	53%	47%
5:45:00 PM	55%	45%



PARKING ANALYSIS

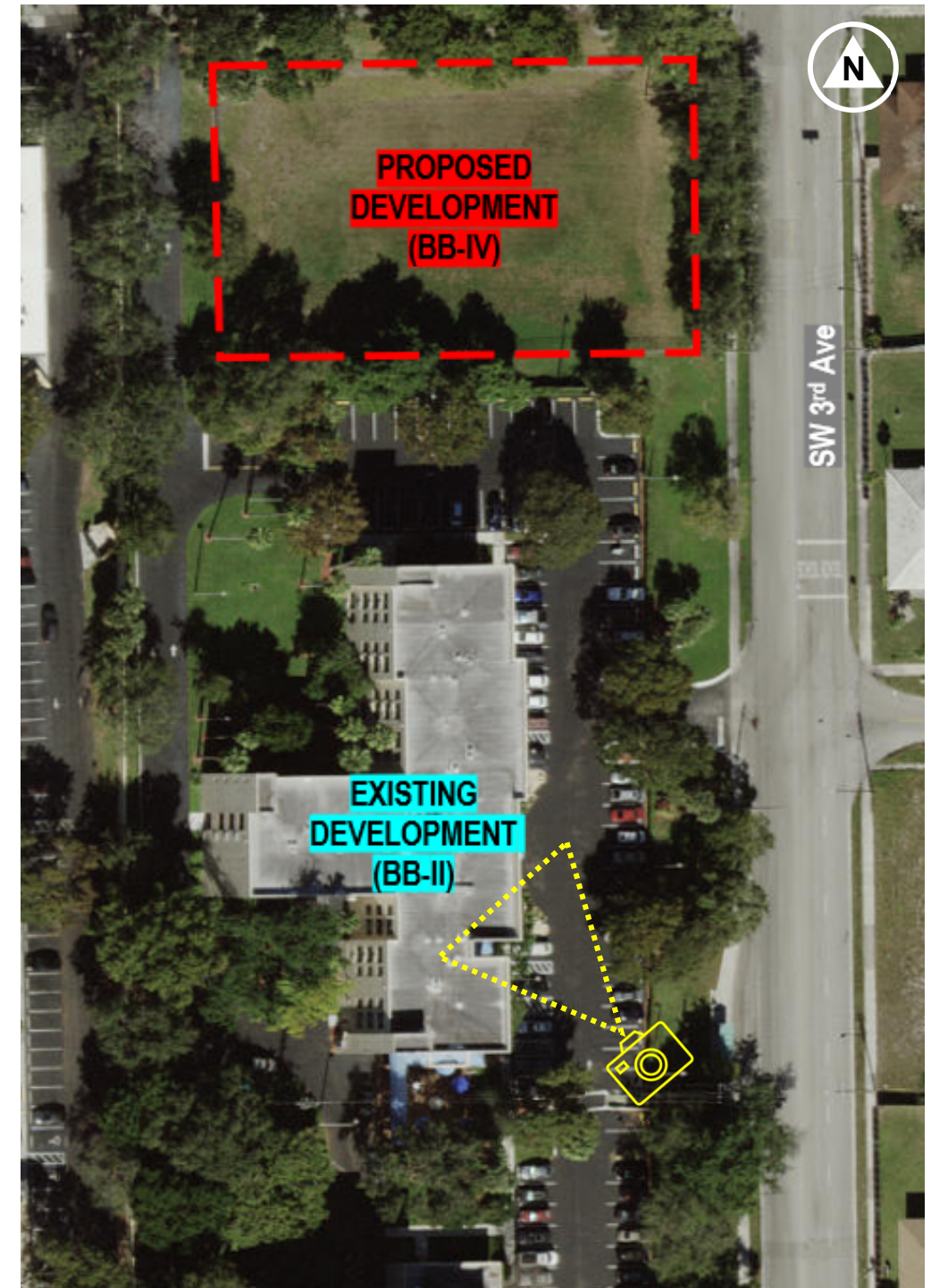
Observation Time	Spaces Occupied	Spaces Available
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7:00:00 AM	56%	44%
8:30:00 AM	56%	44%
9:00:00 AM	55%	45%
10:15:00 AM	52%	48%
11:15:00 AM	55%	45%
12:00:00 PM	53%	47%
1:00:00 PM	48%	52%
2:45:00 PM	59%	41%
3:15:00 PM	58%	42%
4:45:00 PM	63%	38%
5:30:00 PM	66%	34%



EXISTING CONDITIONS



North-West View

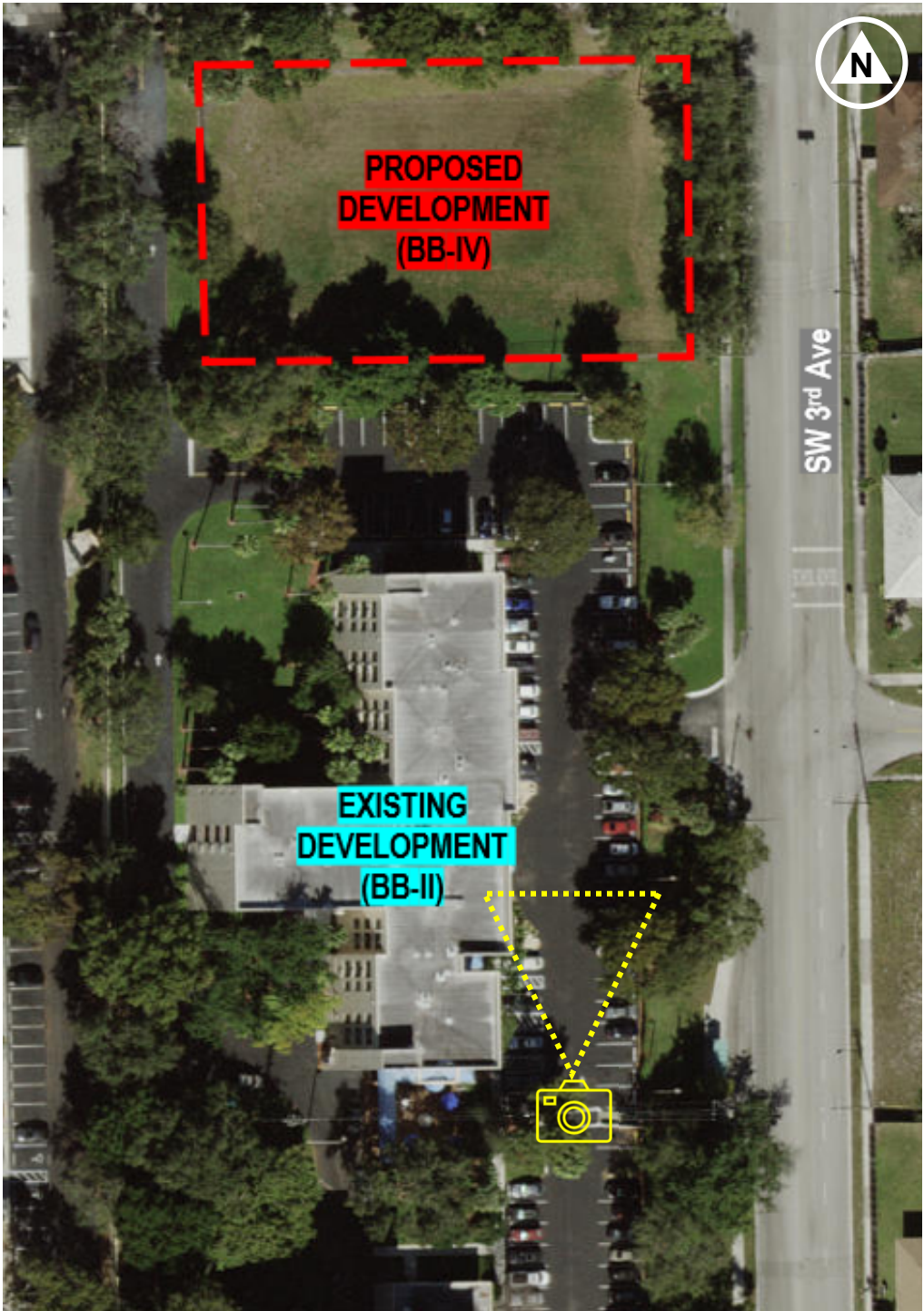


Picture Location

EXISTING CONDITIONS



North View

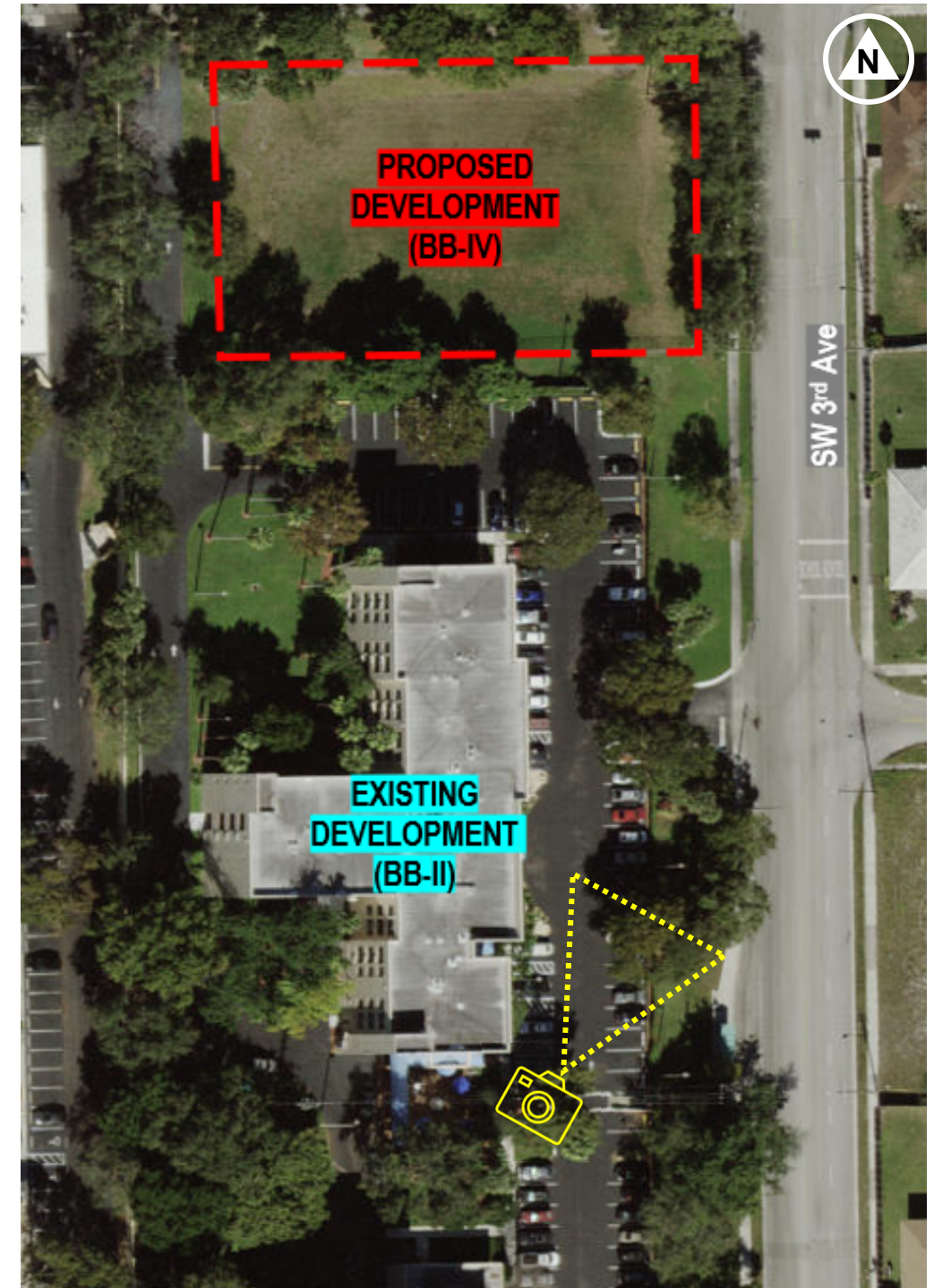


Picture Location

EXISTING CONDITIONS



North-East View

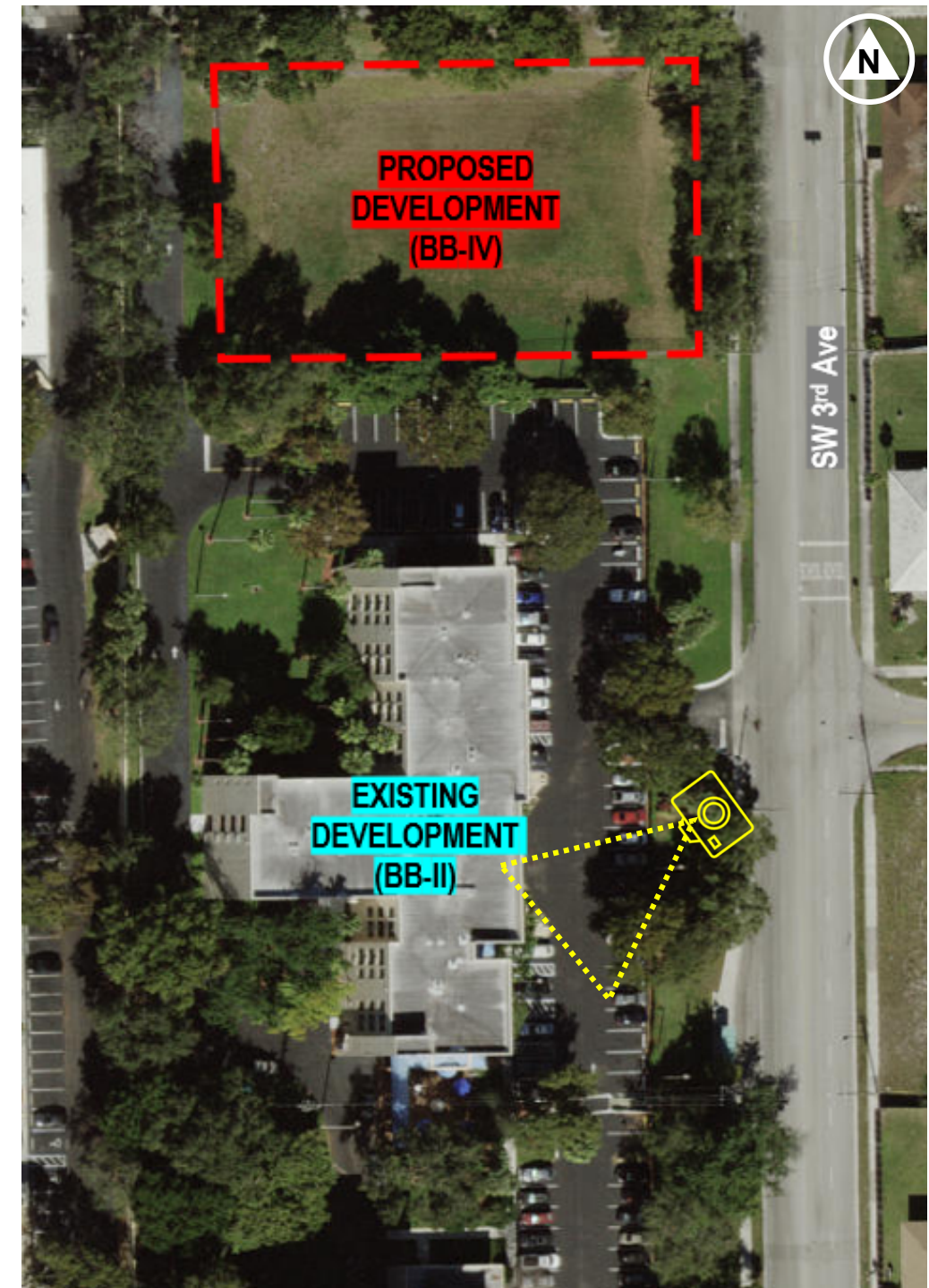


Picture Location

EXISTING CONDITIONS



South-West View

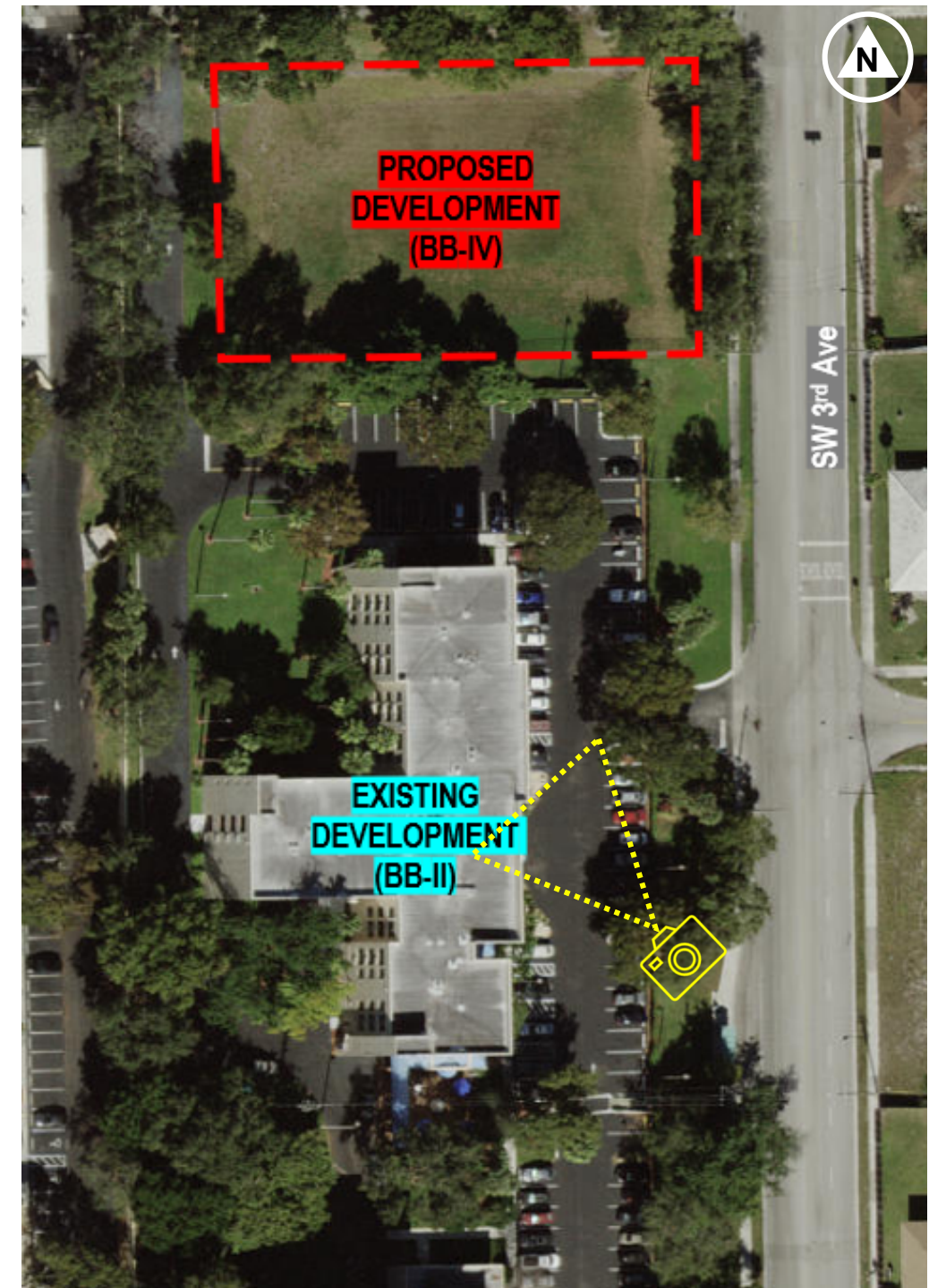


Picture Location

EXISTING CONDITIONS



North-West View – Main Entrance

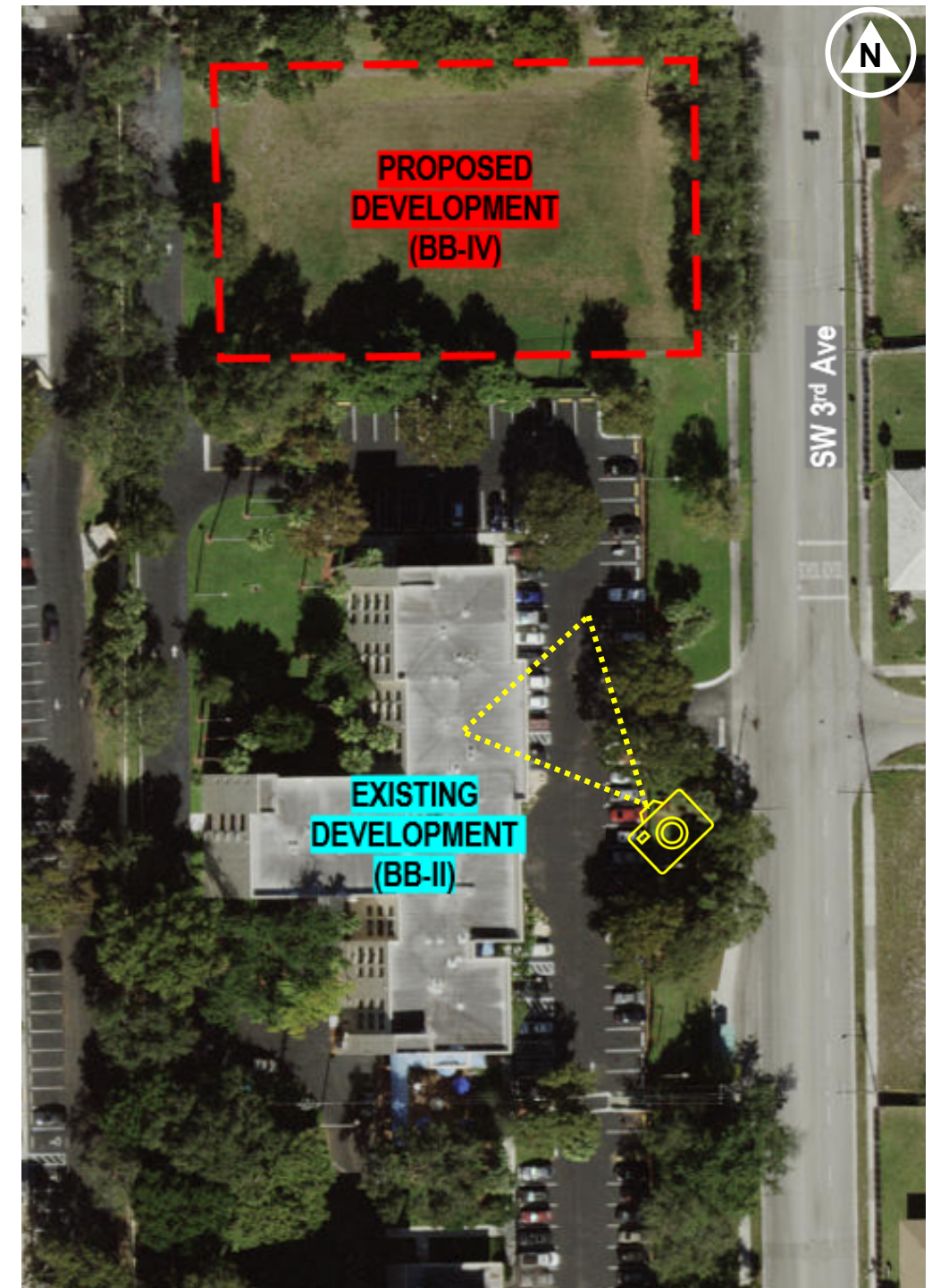


Picture Location

EXISTING CONDITIONS



North-West View

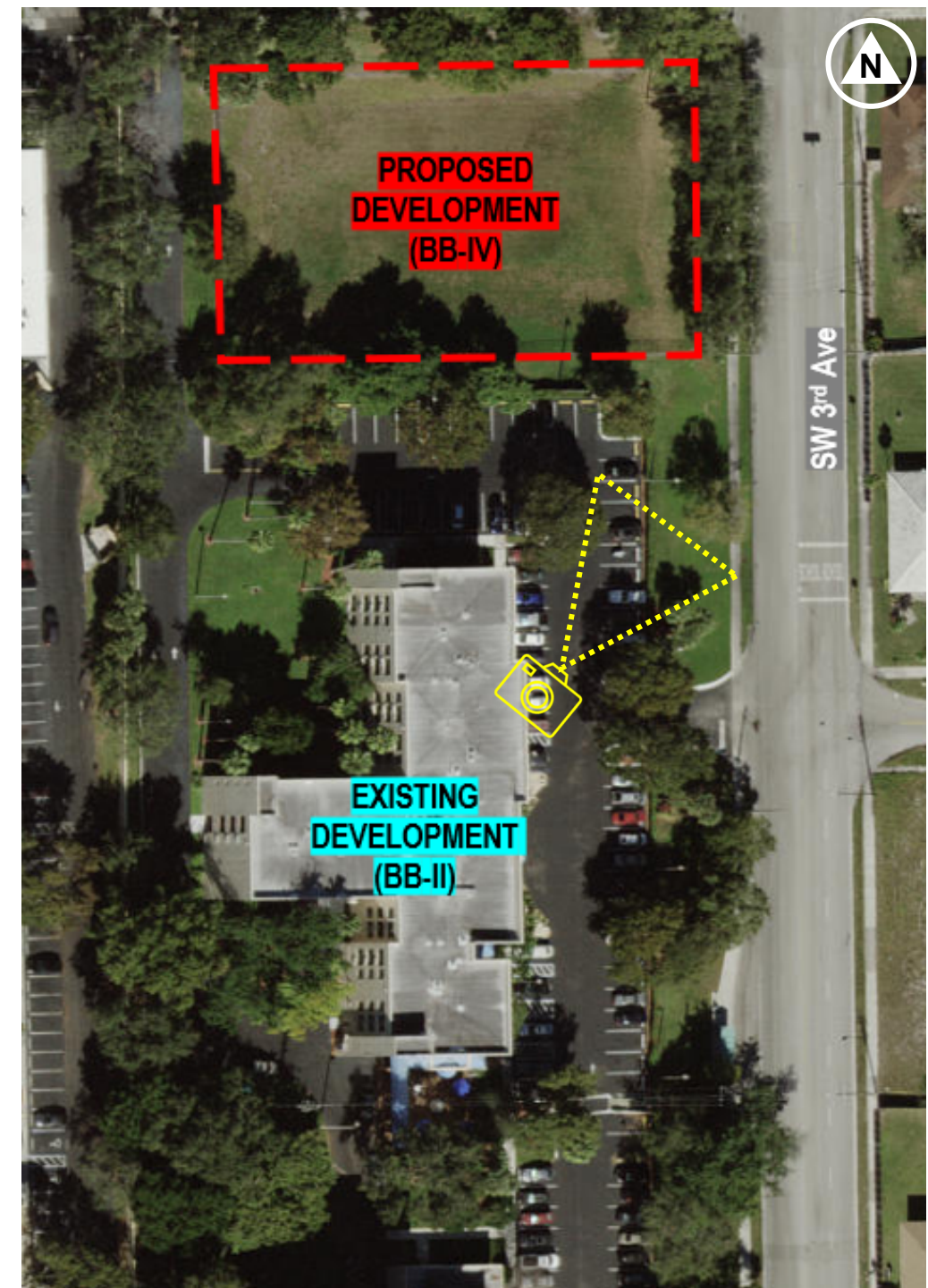


Picture Location

EXISTING CONDITIONS



North-East View

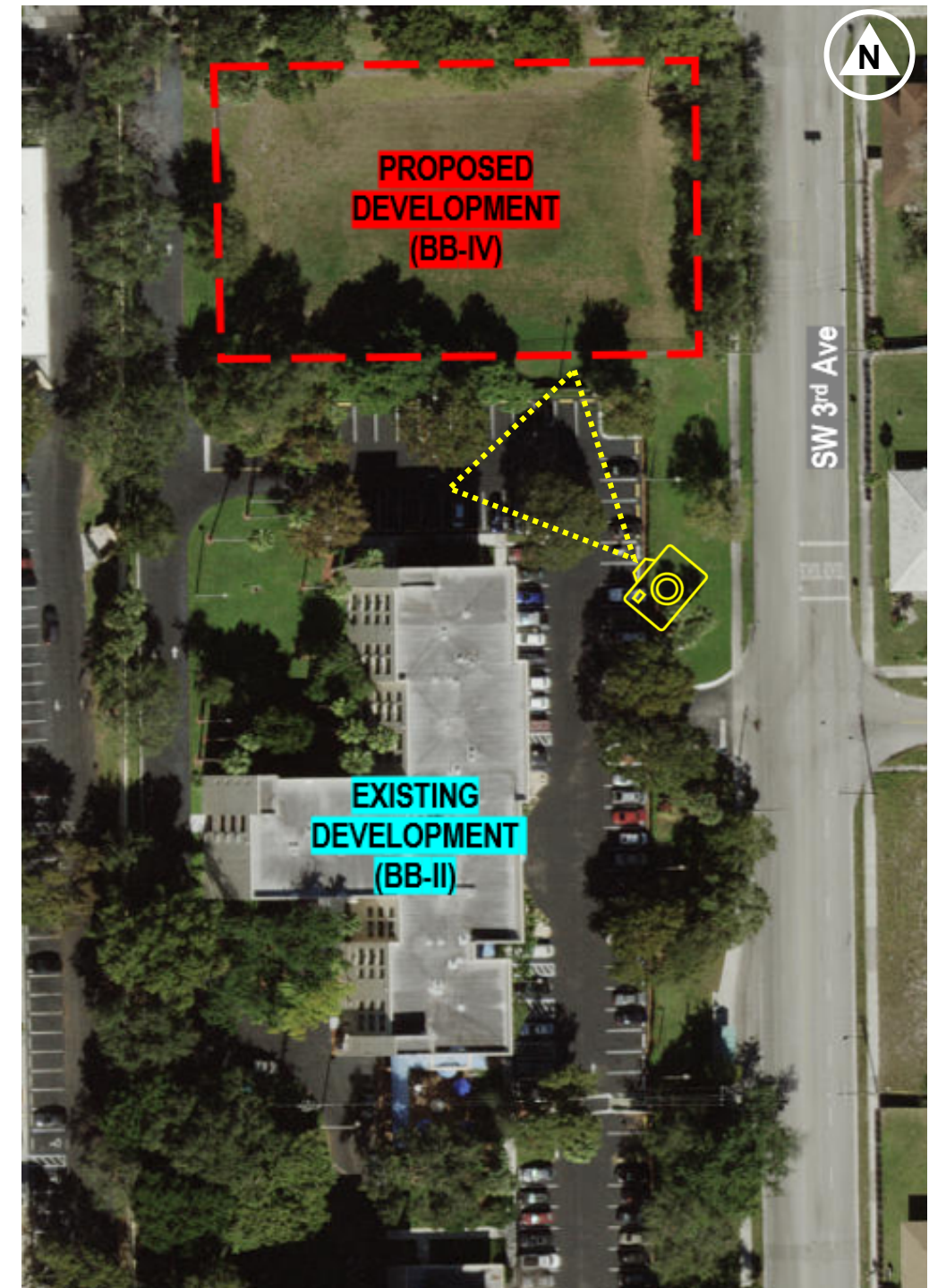


Picture Location

EXISTING CONDITIONS



North-West View

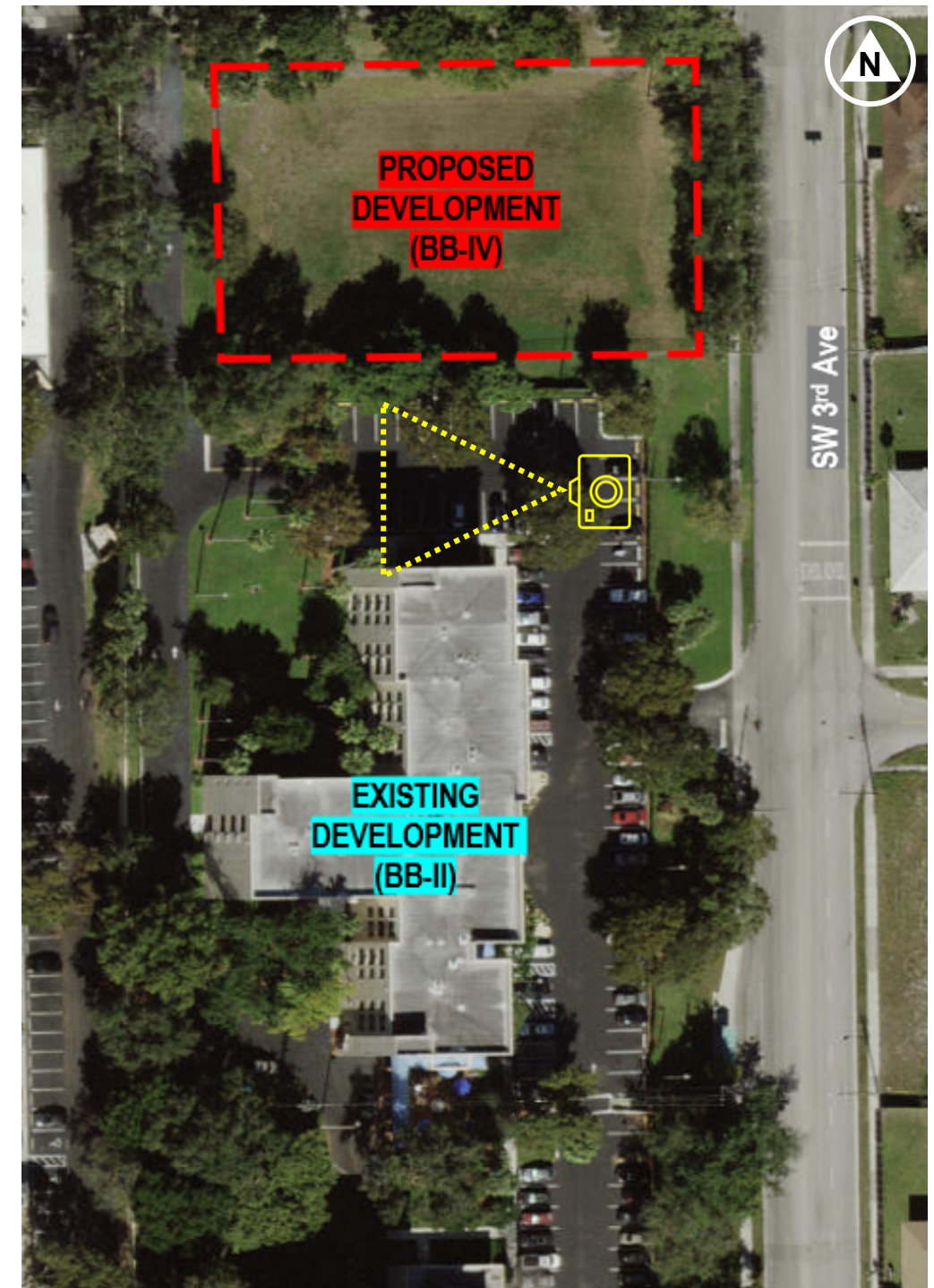


Picture Location

EXISTING CONDITIONS



West View

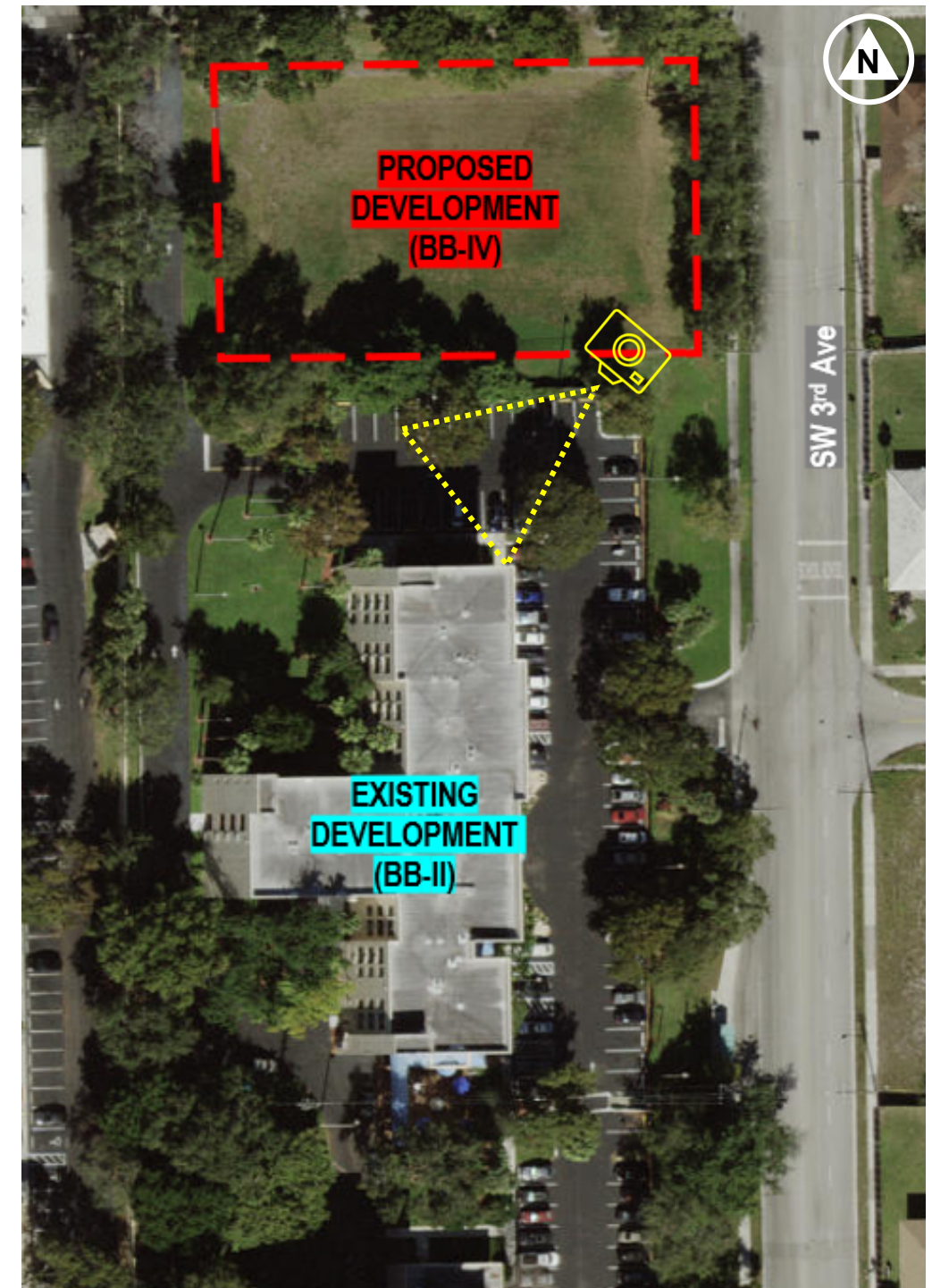


Picture Location

EXISTING CONDITIONS



West View

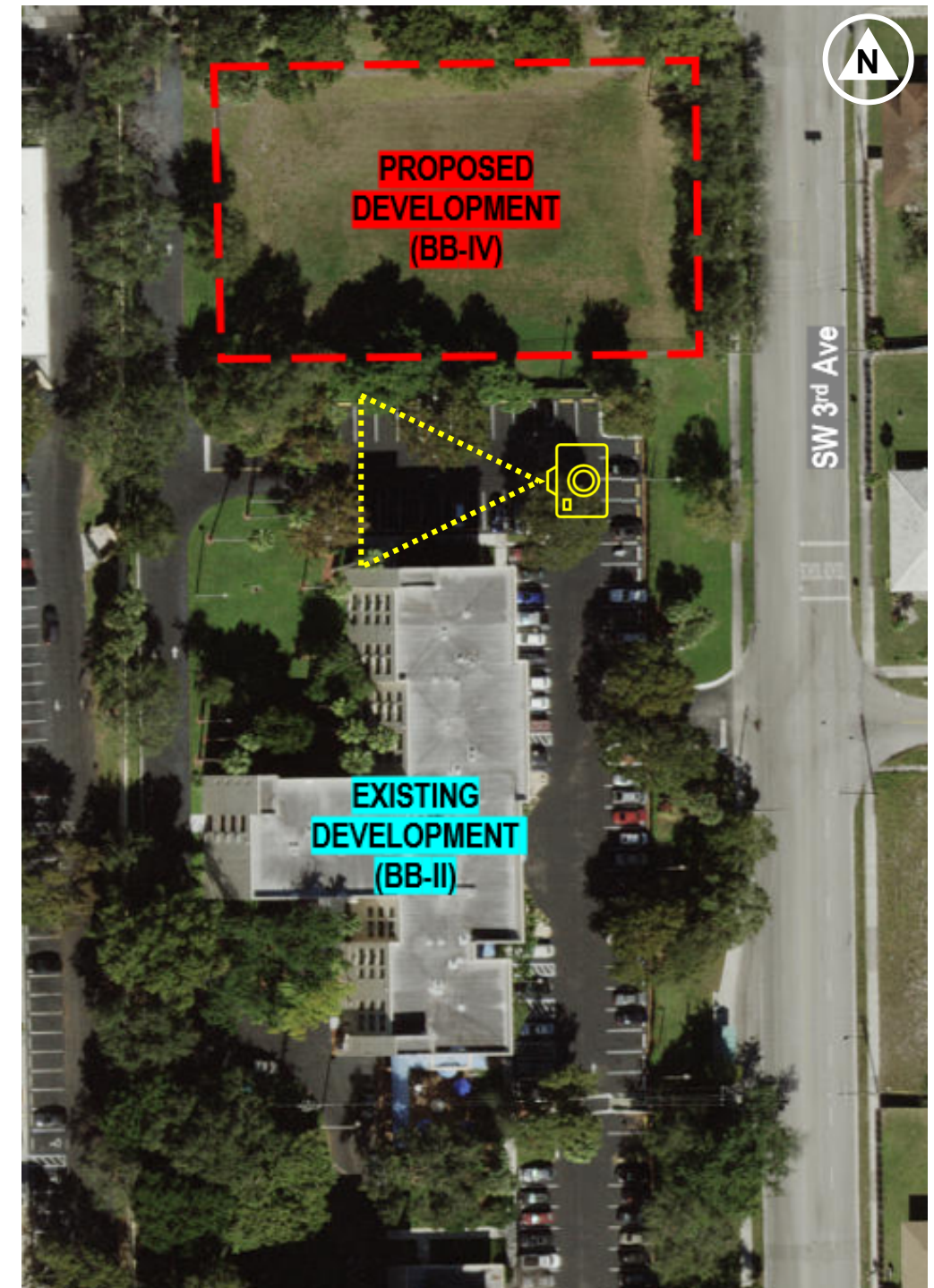


Picture Location

EXISTING CONDITIONS



West View

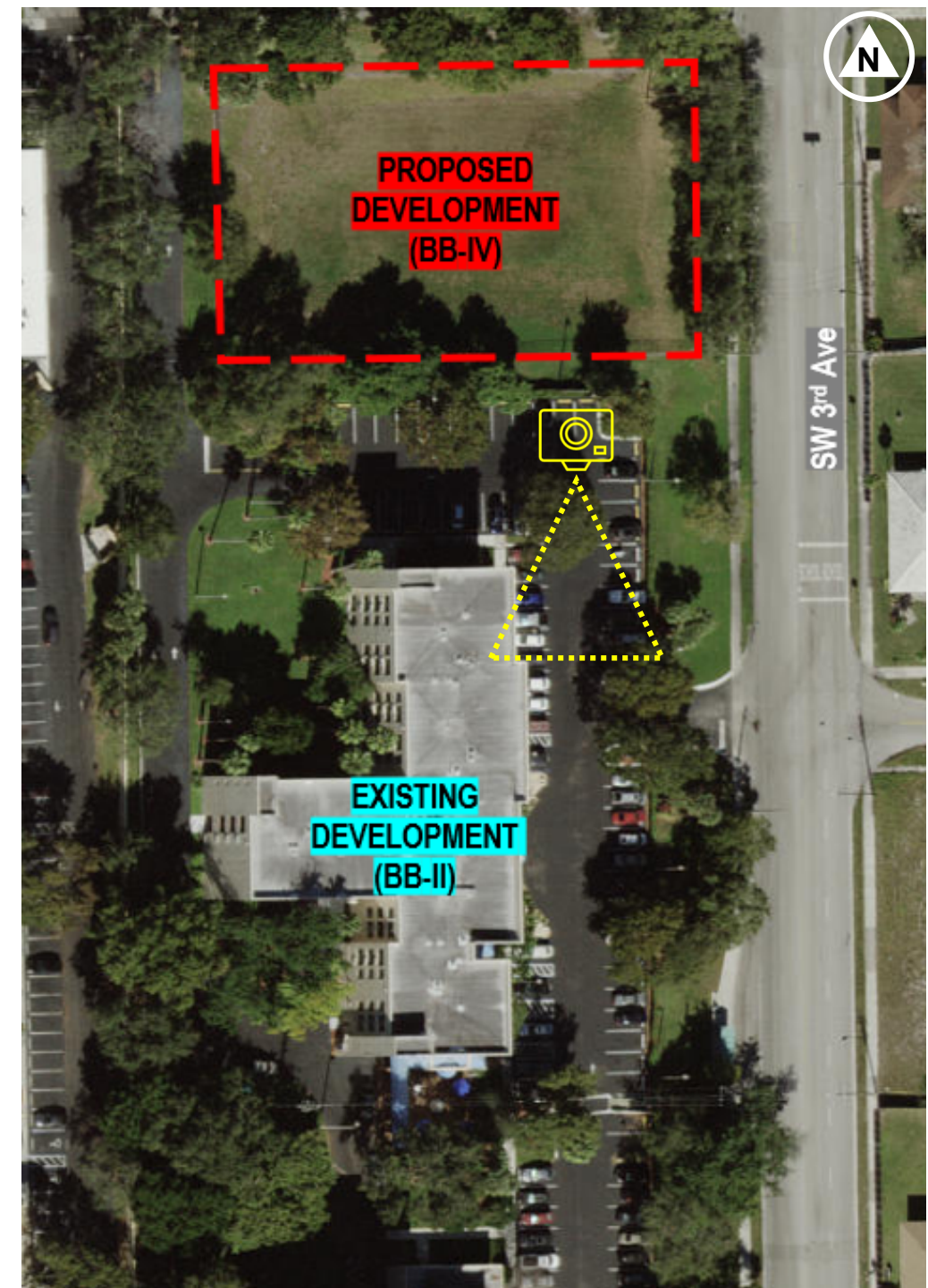


Picture Location

EXISTING CONDITIONS



South View

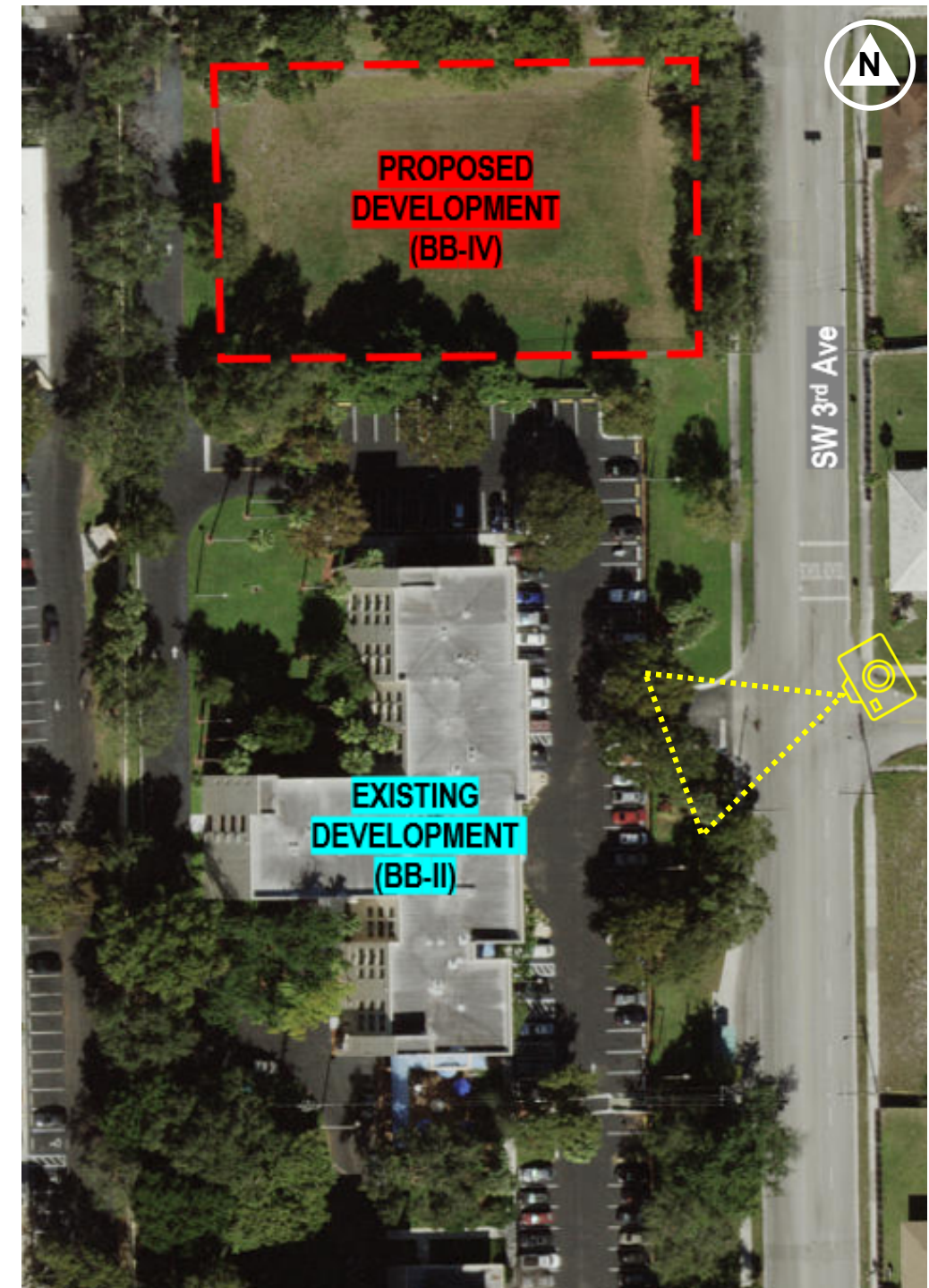


Picture Location

EXISTING CONDITIONS



South-West View

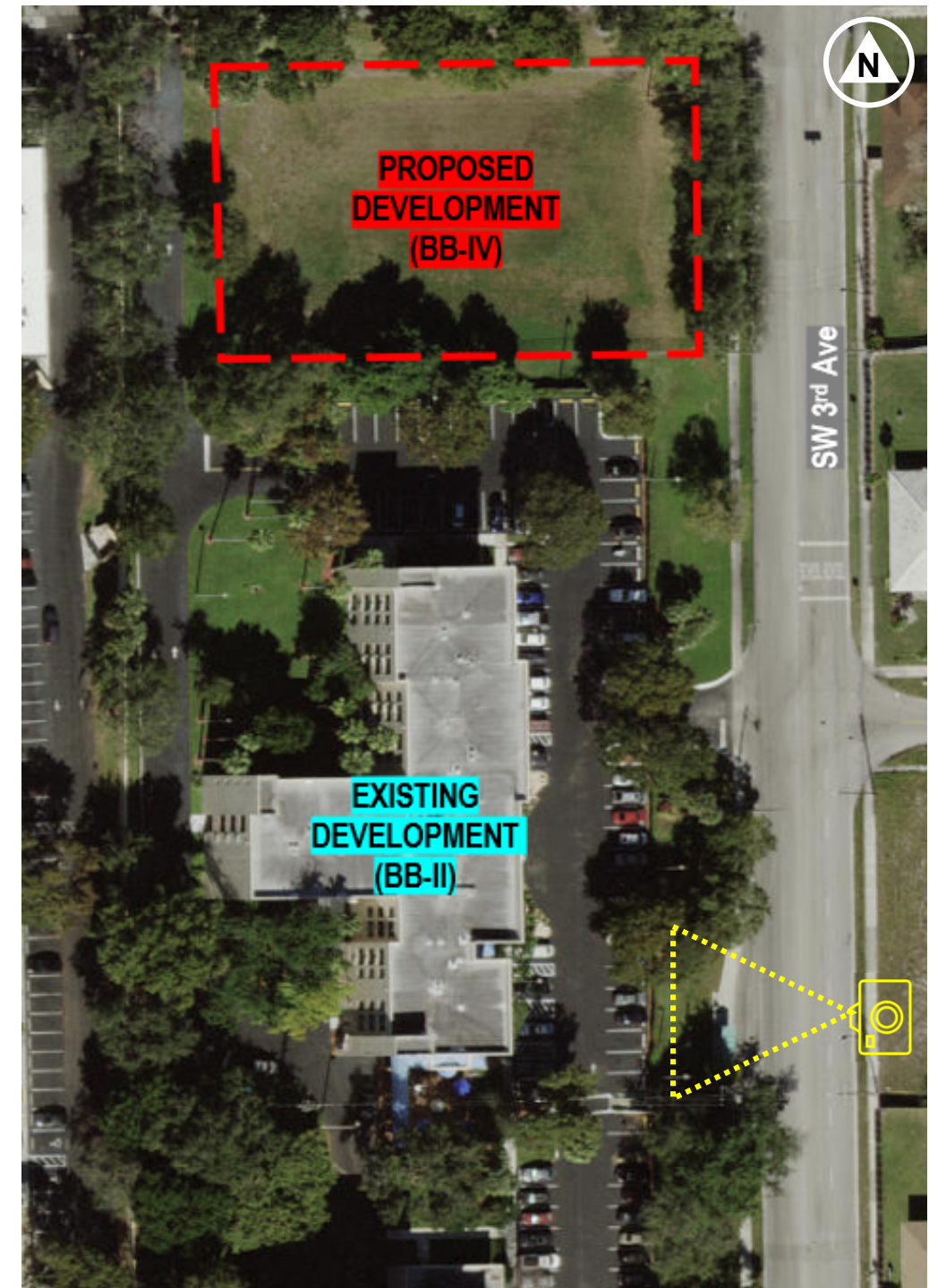


Picture Location

EXISTING CONDITIONS



West View



Picture Location

APPENDIX C

ITE PARKING GENERATION

Land Use: 252 Senior Adult Housing—Attached

Description

Senior adult housing consists of attached independent living developments, including retirement communities, age-restricted housing, and active adult communities. This type of housing for active senior adults can take the form of bungalows, townhouses, and apartments. These developments may include limited social or recreational services. They generally lack centralized dining and on-site medical facilities. Residents in these communities live independently, are typically active (requiring little to no medical supervision) and may or may not be retired. Congregate care facility (Land Use 253), assisted living (Land Use 254), and continuing care retirement community (Land Use 255) are related uses.

The minimum age thresholds for the study sites in the database are not known. It would be expected that a development with an age restriction of 55 would include more households with an employed resident than would a development with an age restriction of 65. How this age restriction affects parking demand cannot be determined from the available data.

Additional Data

The average parking supply ratio for the three study sites in a general urban/suburban setting and with parking supply information is 0.9 spaces per dwelling unit.

The sites were surveyed in the 2000s in Pennsylvania.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Number

431

Senior Adult Housing - Attached (252)

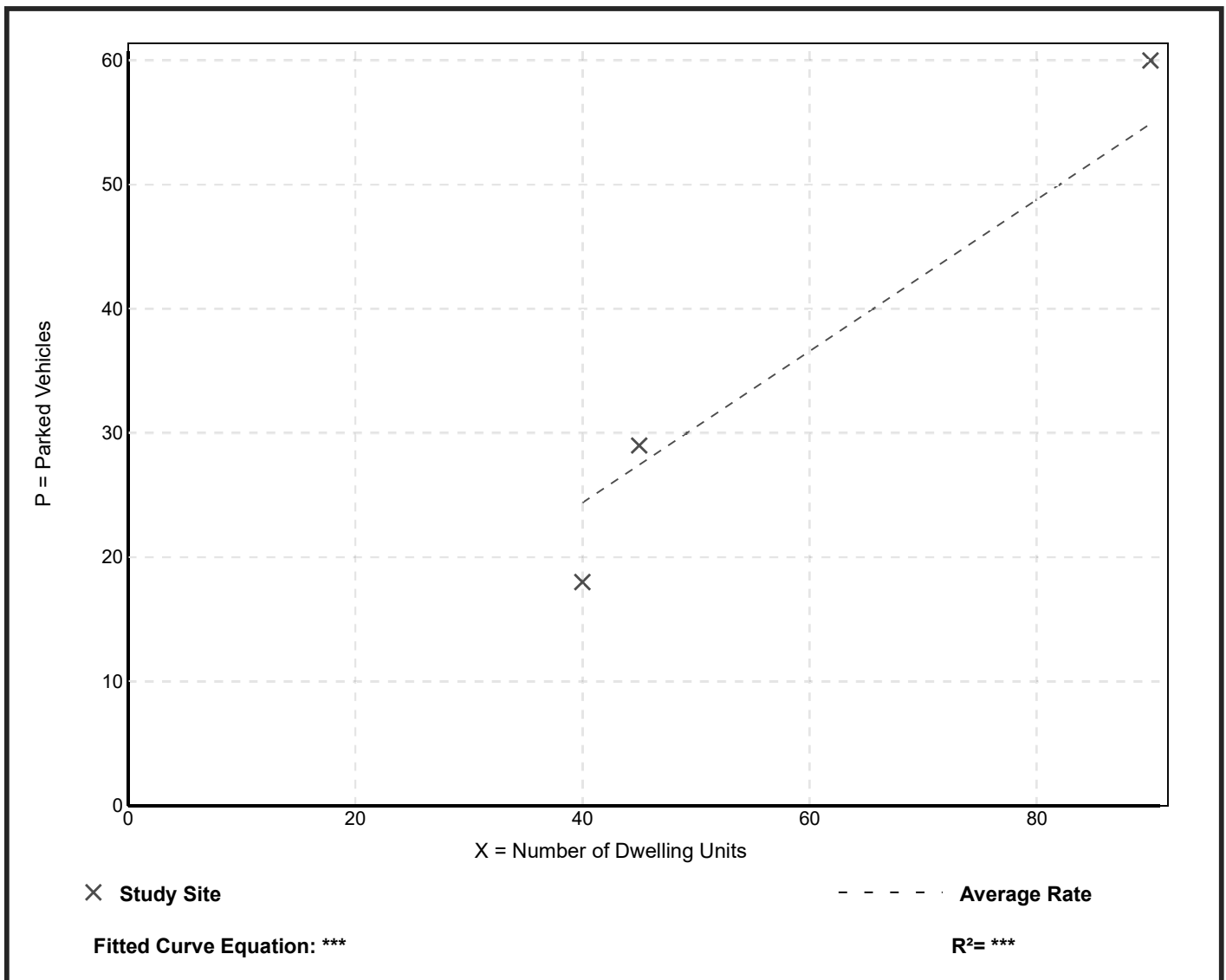
Peak Period Parking Demand vs: Dwelling Units
 On a: Weekday (Monday - Friday)
 Setting/Location: General Urban/Suburban
 Peak Period of Parking Demand: 10:00 p.m. - 8:00 a.m.
 Number of Studies: 3
 Avg. Num. of Dwelling Units: 58

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.61	0.45 - 0.67	0.51 / 0.67	***	0.11 (18%)

Data Plot and Equation

Caution – Small Sample Size



APPENDIX D

CITY OF DEERFIELD BEACH'S PARKING REQUIREMENTS

Sec. 98-93. - Development standards for assisted living facilities and community residential homes.

- (a) *Design standards.* Residential facilities including assisted living facilities and community residential homes shall be governed by section 98-61, schedule of dimensional regulations, for the zoning district within which the property is located.
- (b) *Dispersal.* Facilities governed by F.S. § 419.001, as amended, shall be subject to the separation requirements set forth therein.
- (c) *Density computation.* The density and development restrictions for the zoning district in which the assisted living facility or community residential home is located shall apply to the same extent they do to all other development in the applicable zoning district and as set forth in the Broward County Land Use Plan.
- (d) *Number of persons per sleeping room.* The number of persons per sleeping room shall not exceed two.

- (e) *Parking requirements.* Parking requirements shall be provided as follows:

Assisted living facility	One and one-half spaces per each dwelling unit equivalent or one space per four beds where there are more than two beds per dwelling unit equivalent
--------------------------	--

- (f) *Procedure.* All applicants desiring to establish a community residential home II or assisted living facility within the City of Deerfield Beach shall be required to provide information to the city as follows:
 - (1) Name and address of applicant;
 - (2) Name and address of facility operator/manager;
 - (3) State of Florida licensing office if applicable;
 - (4) Nature of services to be provided on-site;
 - (5) Number of proposed units/beds/assigned residents;
 - (6) Number of staff;
 - (7) If the application is for an assisted living facility, a copy of the applicable license from the agency for health care administration.

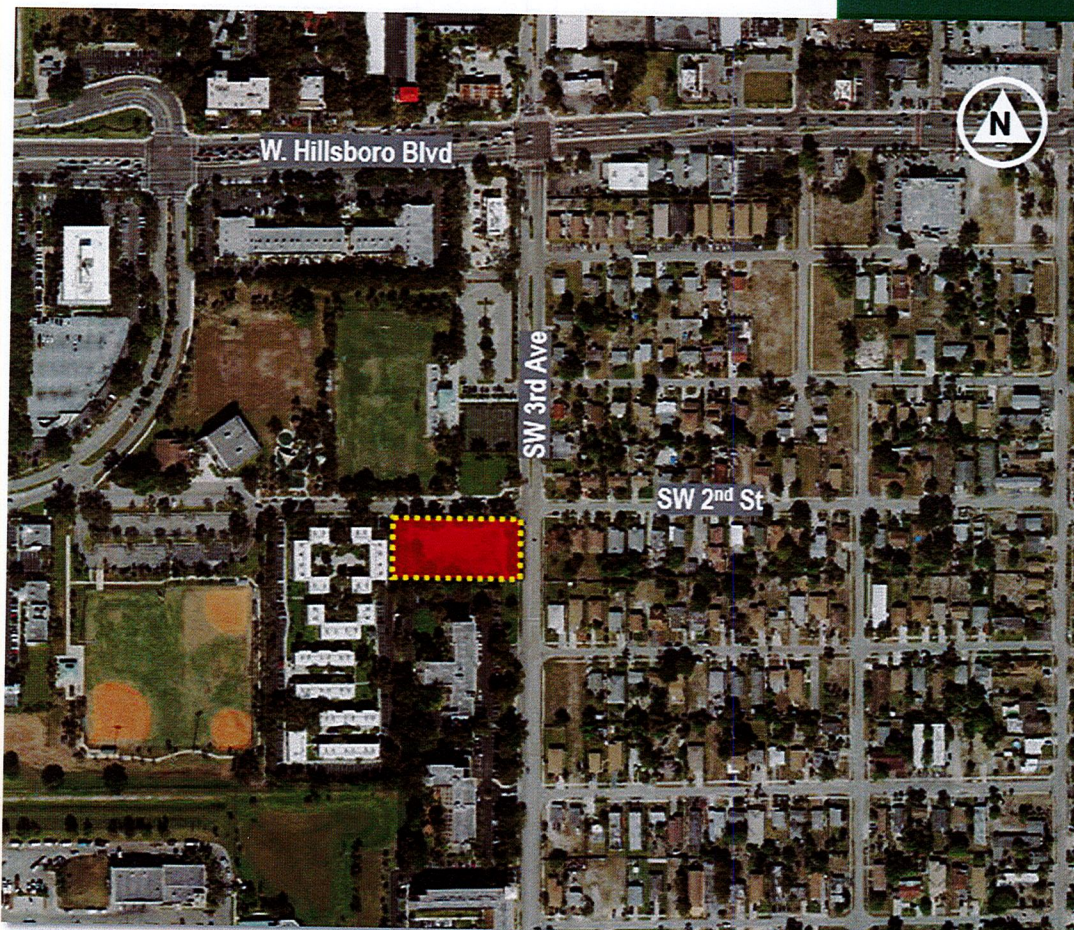
(Ord. No. 2001/014, §§ 1, 2, 6-14-01; Ord. No. 2008/013, § 11, 5-20-08; Ord. No. 2011/043, § 1, 9-20-11; Ord. No. 2012/029, § 3, 7-10-12)

ADDITIONAL REFERENCES

B'NAI B'RITH APARTMENTS IV

255 SW 3rd Avenue
Deerfield Beach, FL 33441

TRIP GENERATION ANALYSIS



Prepared By:



301 East Atlantic Boulevard
Pompano Beach, FL 33060

February 12, 2021

Project No: 10912.00

B'NAI B'RITH APARTMENTS IV

255 SW 3rd Avenue
Deerfield Beach, FL 33441

TRIP GENERATION ANALYSIS

Prepared For:

BREC Development, LLC
3010 Third Avenue South
Birmingham, AL 35233

Prepared By:



301 East Atlantic Boulevard
Pompano Beach, FL 33060

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
PRAMOD CHOUDHARY, PE, PTOE ON THE DATE
ADJACENT TO THE SEAL. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

Date: February 12, 2021
Florida License No.: 61641
Firm Name: KEITH
Firm Address: 301 East Atlantic Blvd
City, State, Zip: Pompano Beach, Florida 33060
Pages: 1 through 21

Pramod Choudhary

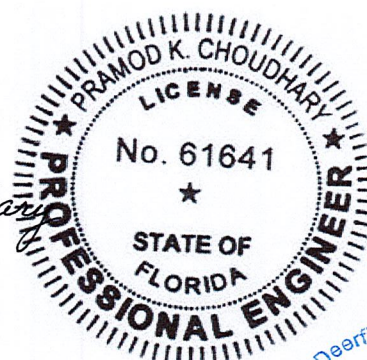


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Table 2: A.M. Peak Hour Trip Generation 5

Table 3: P.M. Peak Hour Trip Generation 5

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Appendix B – Trip Generation II

Appendix C – City of Deerfield Beach (Land Development Code).....III

INTRODUCTION

KEITH has been retained by BREC Development, LLC to prepare a Trip Generation Analysis for the proposed development located at 255 SW 3rd Avenue in Deerfield Beach, Florida. The developer is proposing to construct a four-story assisted living facility building that will consist of 62 residential units. A copy of the site plan is included in Appendix A. Figure 1 depicts the project location:



Figure 1 : Project Location

City of Deerfield Beach
FEB 19 2021
Received
Planning & Dev. Svcs.

TRIP GENERATION ANALYSIS

Trip generation for the proposed development was calculated using trip generation rates and equations by the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition. The following ITE Land Use Code (LUC) and equations were used for Daily, A.M. Peak and P.M. Peak Hour periods:

- **LUC 252 – Senior Adult Housing**

Daily: $T = 4.02 (X) - 25.37$ (Directional Distribution: 50% In / 50% Out)

AM Peak Hour: $T = 0.20 (X) - 0.18$ (Directional Distribution: 35% In / 65% Out)

PM Peak Hour: $T = 0.24 (X) + 2.26$ (Directional Distribution: 55% In / 45% Out)

The proposed development is expected to generate a total of 250 Daily trips, 13 A.M. Peak hour trips and 15 P.M. Peak hour trips. The trip generation results are summarized in Tables 1, 2 and 3 for Daily, A.M. Peak Hour and P.M. Peak Hour, respectively. The trip generation worksheets are included in Appendix B.

As per Broward County guidelines, traffic impact studies are needed when:

- When the proposed development may generate over one thousand (1,000) daily trips; or*
- When the daily trip generation is less than one thousand (1,000) trips; and (1) when more than twenty percent (20%) of the total daily trips are anticipated to arrive or depart, or both, within one-half (½) hour; or (2) when the proposed use creates varying trip generation each day, but has the potential to place more than twenty percent (20%) of its maximum twenty-four (24) hour trip generation onto the adjacent transportation system within a one-half (½) hour period;*

A traffic impact study is therefore not required for the proposed development since it is generating approximately 250 daily trips which is below the 1,000 daily trips threshold required for a traffic impact study per Broward County guidelines. The peak hour trip generation is less than 20% of the total daily trips. Therefore, a traffic impact statement shall be submitted to the City documenting the trip generation.

In addition, the City of Deerfield Beach's Land Development Code Section 98-17, states that a traffic study is required for developments generating over 500 trips per day. The proposed development is expected to generate less than the City's threshold. Therefore, a traffic impact study will not be required.

Sec. 98-17. - Development permit requirements.

The City of Deerfield Beach shall approve no plat, site plan, or building permit until it has made the following determinations:

(2) Adequacy of local transportation network. Local street shall have adequate capacity, safe and efficient traffic circulation and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards. Site-specific traffic studies may be required to be made and paid for by the applicant when the city determines such a study is required in order to evaluate the impact or the proposed development on proposed or existing roadways as provided for herein, except that no such study shall be required where the development is for one single-family home or one duplex. A site specific traffic study showing the impact upon the local transportation shall be automatically required for any development generating in excess of 500 trips per day.

Table 1: Daily Trip Generation

Land Use	ITE Code	Intensity		Trip Generation Rate	Directional Distribution		Total Calculated Trips		
		Quantity	Units		% Entering	% Exiting	Entry	Exit	Total
Existing Development									
Senior Adult Housing	252	83	Dwelling Units	T = 4.02 (X) - 25.37	50%	50%	154	154	308
Proposed Development									
Senior Adult Housing*	252	145	Dwelling Units	T = 4.02 (X) - 25.37	50%	50%	279	279	558
						Net Trips	125	125	250

Table 2: A.M. Peak Hour Trip Generation

Land Use	ITE Code	Intensity		Trip Generation Rate	Directional Distribution		Total Calculated Trips		
		Quantity	Units		% Entering	% Exiting	Entry	Exit	Total
Existing Development									
Senior Adult Housing	252	83	Dwelling Units	T = 0.20 (X) - 0.18	35%	65%	5	11	16
Proposed Development									
Senior Adult Housing*	252	145	Dwelling Units	T = 0.20 (X) - 0.18	35%	65%	10	19	29
Net Trips							5	8	13

Table 3: P.M. Peak Hour Trip Generation

Land Use	ITE Code	Intensity		Trip Generation Rate	Directional Distribution		Total Calculated Trips			
		Quantity	Units		% Entering	% Exiting	Entry	Exit	Total	
Existing Development										
Senior Adult Housing	252	83	Dwelling Units	T = 0.24 (X) + 2.26	55%	45%	12	10	22	
Proposed Development										
Senior Adult Housing*	252	145	Dwelling Units	T = 0.24 (X) + 2.26	55%	45%	20	17	37	
							Net Trips	8	7	15

Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition

Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition

* Total number of dwelling units = 145 (including 83 existing dwelling units and 62 proposed dwelling units)



APPENDIX A

SITE PLAN

APPENDIX B

TRIP GENERATION

Senior Adult Housing - Attached (252)

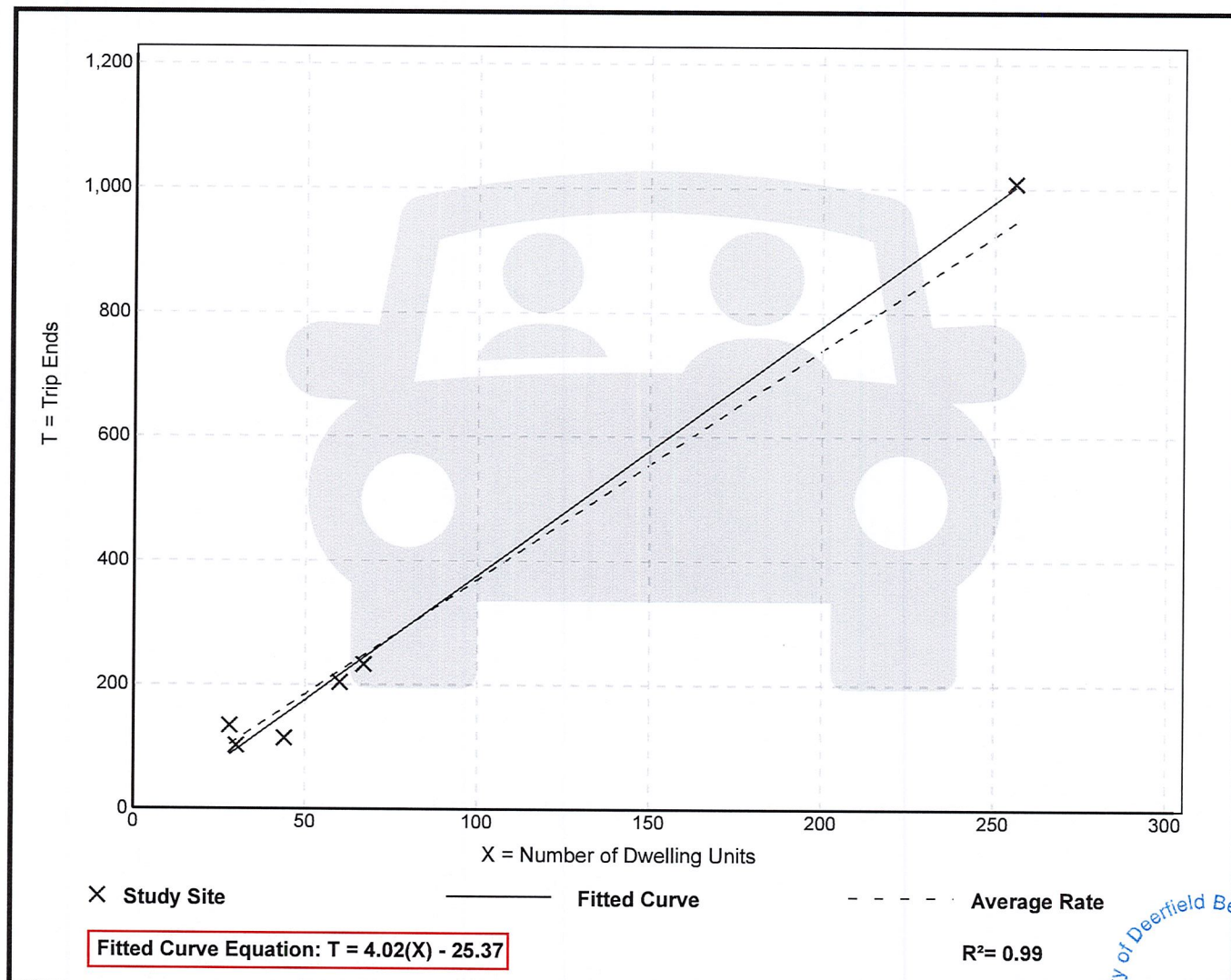
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Dwelling Units: 81
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
3.70	2.59 - 4.79	0.53

Data Plot and Equation



Senior Adult Housing - Attached (252)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 11

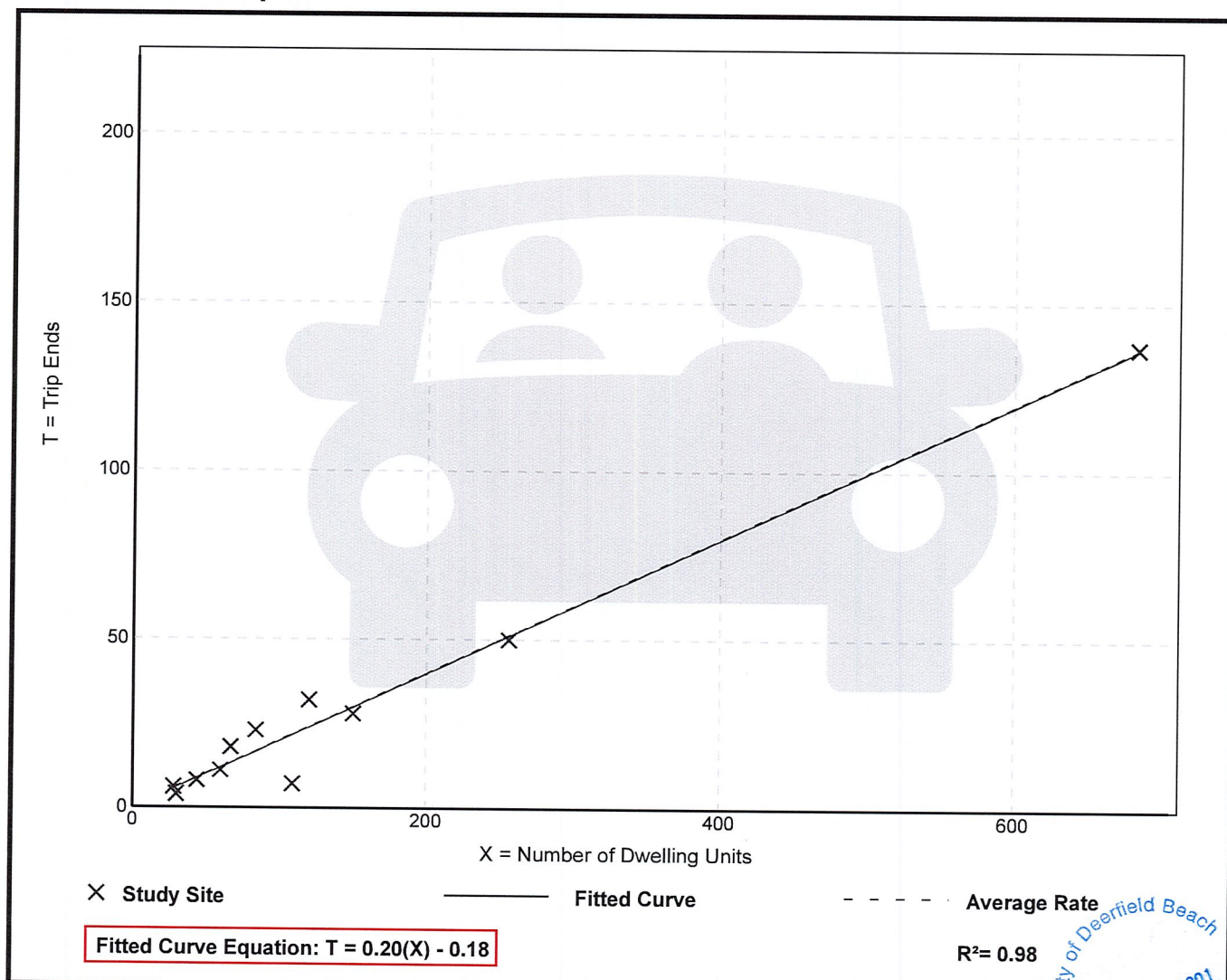
Avg. Num. of Dwelling Units: 148

Directional Distribution: 35% entering, 65% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.20	0.06 - 0.27	0.05

Data Plot and Equation



Senior Adult Housing - Attached (252)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 11

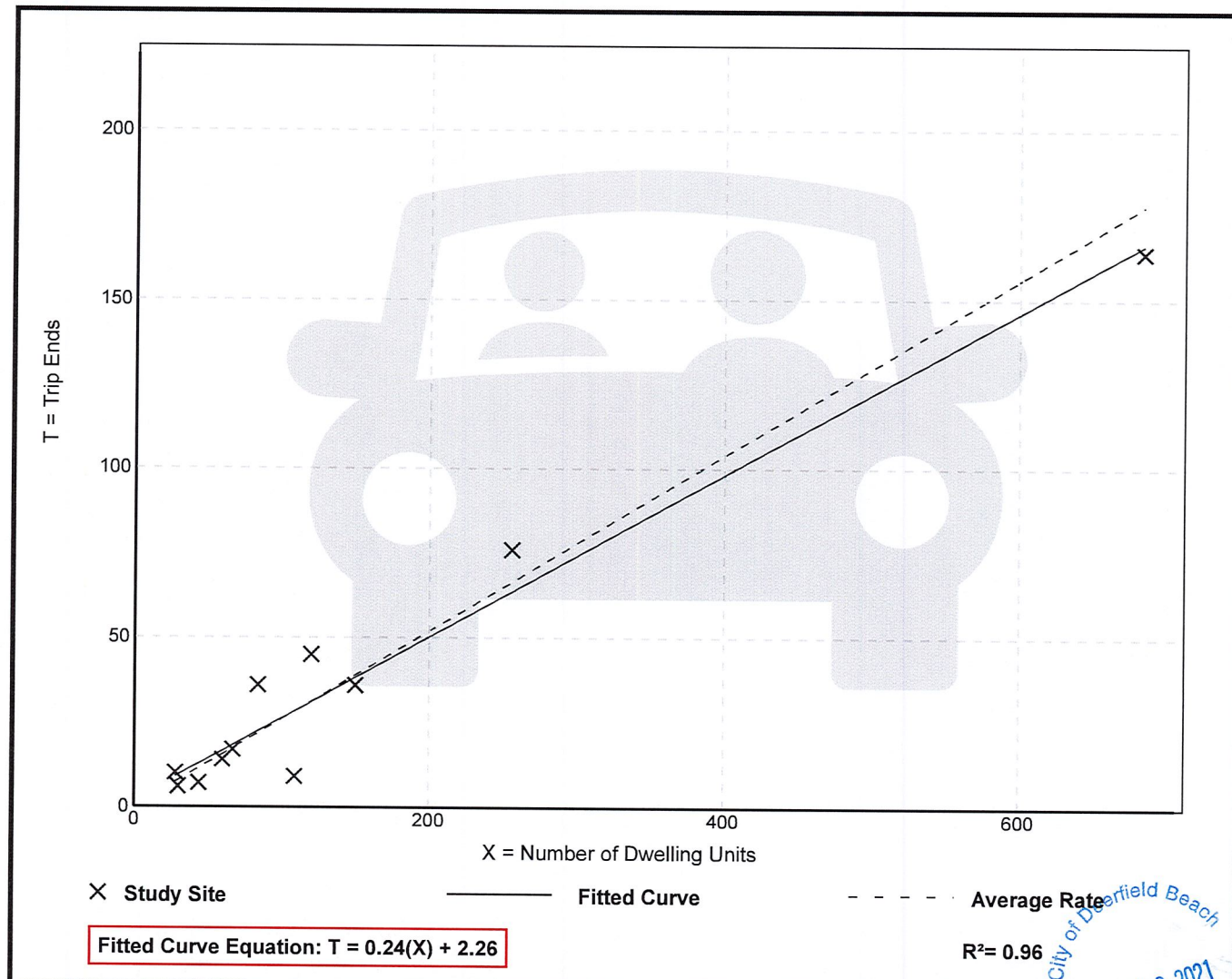
Avg. Num. of Dwelling Units: 148

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.26	0.08 - 0.43	0.08

Data Plot and Equation



APPENDIX C

CITY OF DEERFIELD BEACH
(LAND DEVELOPMENT CODE SEC. 98-17)

https://library.municode.com/fl/deerfield_beach/codes/land_development_code?nodeId=SPBLADECO_CH98LADERE_ARTIIDEBELADECO_S98-17DEPERE

Sec. 98-17. - Development permit requirements.

The City of Deerfield Beach shall approve no plat, site plan, or building permit until it has made the following determinations:

- (1) *Reserved.*
- (2) *Adequacy of local transportation network.* Local street shall have adequate capacity, safe and efficient traffic circulation and appropriate functional classification to serve the proposed development. Adequate capacity and safe and efficient traffic circulation shall be determined by using existing and site specific traffic studies, the city's comprehensive plan, and accepted applicable traffic engineering standards. Site-specific traffic studies may be required to be made and paid for by the applicant when the city determines such a study is required in order to evaluate the impact or the proposed development on proposed or existing roadways as provided for herein, except that no such study shall be required where the development is for one single-family home or one duplex. **A site specific traffic study showing the impact upon the local transportation shall be automatically required for any development generating in excess of 500 trips per day.** To determine if this requirement is triggered the city may request any applicant to submit a trip generation calculation from a certified traffic engineer. The city may secure an independent traffic consultant to review any study submitted with said cost paid by the applicant. Any street improvements needed to assure that local streets operate at their designed capacity shall be made in accordance with the City of Deerfield Beach engineering standards and other applicable engineering and traffic standards. Traffic impacts on residential neighborhoods shall be fully mitigated. The level of service standards as provided for in Level of Service Table, (where none are provided the level of service shall be D) shall be used to determine whether the local traffic network is adequate to serve the proposed development. In any case in which it is determined that the local transportation network is not adequate, no development permit shall be issued unless the applicant can demonstrate that one of the following conditions exist:
 - a. The applicant has entered into a binding agreement with the City of Deerfield Beach to undertake such measures as are deemed necessary by the City Commission of the City of Deerfield Beach to ameliorate any vehicular trips placed on the local transportation network which are in excess of the level of service standards set forth in the Level of Service Table.
 - b. The necessary improvements to provide for the established level of service are under construction at the time the permit is issued.
 - c. The necessary improvements to provide the level of service established are the subject of an executed contract with a road contractor for the immediate construction of the necessary facility.
 - d. The necessary improvements for the established level of service have been included in Broward County, Florida Department of Transportation, or a municipal capital improvement program at the time the development permit is issued and although the facilities are not yet the subject of a binding contract for construction, the city commission has made a determination that a binding contract for construction of the improvement will be executed within two years.
 - e. The necessary improvements for the established level of service are provided for in an enforceable development agreement and will be available prior to certificates of occupancy that require those facilities.
 - f. The development is authorized by an approved DRI order.



- g. The proposed development is found to have vested rights with regard to any affected road segments by virtue of past use of the premises or prior transportation related improvements related to the parcel subject to development or by virtue of common law.
 - h. The proposed development is one single-family or a duplex dwelling on a lot or parcel of record prior to November 16, 1990.
 - i. The property was platted for the proposed development subsequent to 1979.
- (3) *Adequacy of regional road network.* The regional road network shall be adequate to serve the proposed development. The proposed development shall not be deemed to satisfy this requirement unless one of the following conditions exist:
- a. The proposed development is not within and does not create a compact deferral area as determined by Broward County or is not otherwise exempt from regional road concurrency.
 - b. The applicant has entered into a binding agreement with the City of Deerfield Beach to undertake such measures as are deemed necessary by the City Commission of the City of Deerfield Beach to ameliorate any trips placed on the regional transportation network which are in excess of the level of service standards set forth in the Level of Service Table attached.
 - c. The necessary improvements to provide for the established level of service are under construction at the time the permit is issued.
 - d. The necessary improvements to provide the level of service established are the subject of an executed contract with a road contractor for the immediate construction of the necessary facility.
 - e. The necessary improvements for the established level of service have been included in Broward County, Florida Department of Transportation, or a municipal capital improvement program at the time the development permit is issued and although the facilities are not yet the subject of a binding contract for construction, the city commission has made a determination that a binding contract for construction of the improvement will be executed within two years.
 - f. The necessary improvements for the established level of service are provided for in an enforceable development agreement and will be available prior to certificates of occupancy that require those facilities.
 - g. The development is authorized by an approved DRI order.
 - h. The proposed development is found to have vested rights with regard to any affected road segments by virtue of past use of the premises or prior transportation related improvements related to the parcel subject to development or by virtue of common law.
 - i. The proposed development is one single-family or a duplex dwelling on a lot or parcel of record prior to November 16, 1990.
 - j. The property was platted for the proposed development subsequent to 1979.
 - k. The applicant demonstrates that the development is designed or is of such a nature that any additional transportation impacts are mitigated. The city commission shall determine whether such design features or the nature of the development successfully mitigate the additional traffic impact.
- (4) *Stormwater management.*
- a. All developments shall be designed so as to provide adequate areas and easements for the construction and maintenance of a water management system to serve the proposed development and adjacent rights-of-way in a manner which conforms to sound engineering standards and principals.



- b. All development orders shall require that the applicant for a building permit demonstrate, prior to the issuance of a building permit, that adequate storm water facilities and systems shall be provided so that the removal of storm water will not adversely affect adjacent streets and properties or the public storm water facilities and systems in accordance with the South Florida Building Code, South Florida Water Management District, the City of Deerfield Beach Engineering Standards, and the City of Deerfield Beach Comprehensive Plan. To the maximum extent possible, natural systems shall be used to accommodate storm water. No systems shall channel or direct surface water into a sanitary sewer. All new development shall provide detailed construction plans which include drainage facilities and identify all areas of recharge.
 - c. The standards contained on the attached Level of Service Table shall be met and the development shall manage runoff from the three-day twenty-five year storm.
 - d. The requirements of Ordinance 1987/32 as amended shall be met. These requirements shall be made a part of this article by reference.
- (5) *Potable water.* Adequate potable water shall be provided for the needs of the proposed development consistent with this Code and the City of Deerfield Beach Comprehensive Plan. The level of service standards for potable water as described on the Level of Service Table shall be met. The proposed development shall be designed to provide adequate areas and easements which may be needed for the installation and maintenance of potable water systems in accordance with City of Deerfield Beach Engineering Standards, the South Florida Building Code, and applicable health and environmental regulations. The existing water treatment facilities and systems shall have sufficient capacity to provide for the needs of the proposed development and for other developments in the service area which are occupied, available for occupancy, for which building permits are in effect, or for which potable water treatment capacity has been reserved. Appropriate connection fees shall be paid by the applicant. Improvements to the potable water service and systems shall be made in accordance with City of Deerfield Engineering Standards and other applicable engineering standards. The provisions of the Wellfield Protection Ordinance of Broward County and all Broward County Department of Natural Resource Protection regulations shall be applicable. No permits shall be issued in violation of those regulations.
- (6) *Wastewater.* Adequate waste water services shall be provided for the needs of the proposed development consistent with this Code in the Comprehensive Plan. The level of service standards and the attached Level of Service Table shall be applicable and shall be met. The proposed development shall be designed to provide adequate areas and easements which may be needed for the installation and maintenance of a waste water and disposal system in accordance with applicable health, environmental and engineering regulations and standards. The standards of the Broward County Department of Natural Resource Protection Board shall be applicable and shall be met. The existing waste water collection and treatment facilities and systems shall have adequate capacity to provide for the needs of the proposed development and for other developments in the service area which are occupied, available for occupancy, for which building permits are in effect, or for which waste water treatment or disposal has been reserved. Appropriate connection fees for water and sewer and facilities shall be paid by the developer. Improvements to the waste water facilities and systems shall be made in accordance with the City of Deerfield Beach Engineering Standards and other applicable engineering standards and the provisions of this Code.
- (7) *Solid waste.* Adequate solid waste collection facilities and services shall be obtained by the applicant through the department of sustainable management.
- (8) *Fire and fire rescue protection.* Fire and fire rescue protection services shall be adequate to protect people and property in the proposed development. Adequate water supply, fire hydrants, fire apparatus and facilities shall be provided in accordance with the Florida Fire Prevention Code and other acceptable applicable fire and safety standards. Fire lanes shall be provided to facilitate access for firefighting equipment in accordance with section 86-1 of this Code. The



development shall provide improvements to minimize the risk to public safety and assure adequate fire/rescue protection.

- (9) *Police protection.* Police protection services shall be adequate to protect people and property in the proposed development. The development shall provide improvements to minimize the risk to public safety and assure adequate police protection.
- (10) *Communications network.* Building and structures shall not interfere with the City of Deerfield Beach and Broward County public safety communication network. Development shall be modified to accommodate the needs of the City of Deerfield Beach and Broward County public safety communication network.
- (11) *Protection of air navigation.* No development shall include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR) Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous 90 days, a written acknowledgement that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21(C)(2).
- (12) *Adequacy of local parks and recreation facilities.* Land suitable for residential development pursuant to the applicable land development regulations shall be designed to provide for the park, open space and recreational needs of the future residents of the developed area.
 - a. Approval of a development permit for a residential development shall require a finding at the time the development permit is issued that local park acreage equal to three acres of local park per 1,000 residents is available to the development.
 - b. In order to provide lands or funds or both to be used to provide additional local parks necessary to meet the need for such local level parks created by additional residential development, and to provide the funds needed to develop such lands as parks, a developer must provide for such needs according to one of the following methods as determined by the city commission to most adequately provide for the needs of the particular area:
 1. Dedicate land of suitable size, dimension, topography and general character to serve as local parks or a substantial portion thereof, which will meet local level park needs created by the development. The total amount of land to be dedicated either on or off the development site must equal a ratio of at least three acres of land for every 1,000 potential residents estimated to occupy the development under the formula as provided herein.

$$\text{Population}^* / 1000 \times 3 \text{ Acres} = \text{Acres Dedication}$$

* Population = Total Acres × Dwelling Units/Gross Acres × Persons/Unit

Density of Dwelling Units per Gross Acre of Residential Land Area	Estimated Number of Persons per Dwelling Unit
From 0 up to 1	3.3
From 1 up to 5	3.0



From 5 up to 10	2.5
From 10 up to 16	2.0
From 16 up to 25	1.8
Over 25 up to 50	1.5

2. Deposit in the recreation and open space impact fee trust fund, established and maintained by the city, the recreation and open space impact fee set forth in section 98-17.1 of this Code.
 3. Construct park capital improvements. The developer shall submit acceptable engineering drawings and specifications, and construction cost estimates to designated city staff. City staff shall, within a reasonable period of time, determine credit against impact fees for the construction of the improvements based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the city determines that such estimates submitted by the applicant are either unreliable or inaccurate. All improvements required from the developer as a condition of approval for a development permit shall be installed and completed prior to the issuance of any certificate of occupancy. In the event that any improvements required to be made by the developer as a condition of approval for a development permit cannot be installed or completed prior to the issuance of any certificate of occupancy, the city may accept payment or a bond in the amount needed to ensure completion of the required improvements.
- (13) *Platting.* The platting requirements as set forth in the city's adopted comprehensive plan and Broward County Land Use Plan have been met.
- (14) The development permit is consistent in all respects and satisfies the requirements of the Deerfield Beach Comprehensive Plan.
- (15) *Compatibility.*
- a. The proposed development must be compatible (as compatibility is defined within section 98-3) with adjacent and neighboring (within 500 feet) uses and zoning. In addition to the factors set forth herein, the compatibility review shall also include a review of generally accepted Crime Prevention through Environmental Design (CPTED) principals to the extent they may assist in creating a greater degree of security for both the applicant and the surrounding area. The city may engage the services of outside experts to assist in the analysis, the cost of which shall be charged to the applicant as part of the city's cost recovery process. Every application for major or minor development approval shall contain a description of how the application complies with the requirements of this section and provides any mitigation measures the applicant deems appropriate for the purpose of meeting the requirements of this subsection.
 - b. The proposed development must be compatible with (as compatibility is defined within section 98-3) and preserve the character and integrity of residential development within 500 feet of the proposed development. For this purpose any approval may include measures to preserve the integrity and peaceful enjoyment of single-family residences and well as the physical security of the residents, with a special focus on the physical security of children under the age 18 who may live in those residences.



c. The proposed development must be compatible (as compatibility is defined within section 98-3) with public and private schools, day care facilities, playgrounds, parks and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather within 500 feet of the proposed use. For this purpose the compatibility finding may include measures to protect the safety and security of children under the age of 18 as set forth below:

1. Where reasonably necessary, the city may require the proposed development or facility to include physical improvements including, but not limited to, walls higher than permitted in the Land Development Code and/or access restrictions. The city may also require security cameras coordinated with the appropriate law enforcement agency, other city security apparatus, or other reasonable security measures including, but not limited to, additional on-site security or background check reporting.
2. The city may require the submission of an operational plan to mitigate objective significant safety and security concerns created by the proposed development or use. Any accepted plan shall be made a binding part of any development approval.
3. There shall be a rebuttable presumption that the following uses are not compatible with existing or proposed public or private schools, day care facilities, playgrounds, parks and other places which cater to children under the age of 18 or places which regularly provide facilities for such children to gather within 500 feet of such above uses:
 - i. Retail establishments which sell firearms as defined in F.S. § 790.001, or ammunition for such firearms;
 - ii. A regulated use as that term is used in section 98-102;
 - iii. Pain management clinics.

The presumption shall be deemed to be rebutted by submission of an operation plan, acceptable to the city (which acceptance shall be based upon the standards set forth herein) which addresses all compatibility issues as described here. The applicant for any such use shall submit, as part of its application, a mitigation plan which contains a combination of development related features on the site and an operational plan which mitigates any significant risk to the health and safety of the persons and uses sought to be protected.

- d. The proposed development shall include improvements or modifications either on-site or within the public rights-of-way to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances, or other similar adverse effects to adjacent neighborhoods. These improvements or modifications may include, but shall not be limited to, the placement or orientation of buildings and entryways, parking areas, buffer yards, alteration of building mass, and the addition of landscaping, walls (which may exceed the height provided for in the Land Development Code where necessary to accomplish the purposes set forth herein), or both, to ameliorate such impacts. Any required walls shall be placed so that the side facing residences is decorative in nature. Where commercial uses are directly adjacent to residential uses, measures shall be employed to restrict the ability of patrons of the commercial uses to disturb or intrude upon residential areas from the lot/parcel upon which the commercial use is located. Such measures shall be made part of any approval.
- e. Roadway adjustments, traffic control devices or mechanisms, and access to reduce or eliminate development generated traffic on neighborhood streets may be imposed.
- f. The determination as to compatibility together with any required mitigation improvements or measures shall be made a condition of development approval may be imposed.

(16) *Required right-of-way dedications.* All developments which contain property designated by the Broward County Trafficways Plan and the delineated by the Broward County Trafficways plan



and the delineated trafficways plan approved by the county commission, pursuant to the Broward County Land Development Code, shall be conveyed to the public by dedication on the face of any plat, or by warranty or easement deed, if the development permit is not a plat or if such instruments are found acceptable by the city attorney for the City of Deerfield Beach.

- (17) *Adequacy of schools.* The city shall not approve an application for a residential plat, replat, plat note amendment, findings of adequacy, or any residential site plan application that generates one or more students, (or is not exempt or vested from the requirements of public school concurrency), until the school board has reported that the school concurrency requirement has been satisfied, and the city has determined that the application is consistent with this Code and the city's Comprehensive Plan.

The city shall verify prior to issuing a building permit for a residential development that either the requirements of public school concurrency have been met or that the application is exempt or vested from public school concurrency.

(Ord. No. 2000/001, § 9, 4-5-00; Ord. No. 2008/030, § 5, 9-16-08; Ord. No. 2011/010, §§ 1—4, 2-11-11; Ord. No. 2013/008, § 3, 3-5-13; Ord. No. 2016/008, § 2, 4-19-16; Ord. No. 2018/031, § 2, 10-16-18)





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1686

Agenda Date: 1/10/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-031: Application 87-B1-74

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant is seeking approval of a major site plan application to demolish an existing +/- 2,700 square foot convenience store and construct a new 3,205 square foot convenience store. The site plan also demonstrates site improvements, including new parking layout, landscaping and lighting.

The property is located at 1991 NE 2nd Street in the B-1 (Business, Community) zoning district of the Deerfield Beach Land Development Code and is approximately 9,375 square feet (0.21 acres) in size.

The subject property is approximately 62 feet in width with the existing building setback approximately 59 feet to the front property line, 33 feet from the rear boundary, two (2) feet from the east side boundary and built to the west side boundary.

In addition to this major site plan application, the applicant is also seeking the following separate approvals by the City Commission:

1. Technical Deviation (Case No. 2518) pursuant to Section 98-88(q) of the Deerfield Beach Land Development Code seeking approval for the provision of twelve (12) on-site parking spaces in lieu of the Code required 22 on-site parking spaces (10 parking space reduction). Whilst the parking does not meet Code, it represents a four (4) parking space increase compared to the existing situation. If approved, the applicant will be required to pay \$6,000 per parking space reduction (\$60,000 total) into a City fund pursuant to Section 98-88(q)(iv)(c).
1. Variances (Case No. 2519) from the landscape requirements of the Deerfield Beach Land Development Code as follows:
 1. Section 98-80(e)(2)(b) eliminating the 5' wide landscape buffer requirement on the east and

west sides of the property.

2. Section 98-80(e)(2)(d) eliminating the landscape buffer requirement adjacent to residential properties for the easternmost 24 feet of the property to accommodate emergency egress and provide palms in lieu of the required canopy trees in the remainder of the buffer.
3. Section 98-80(e)(8) providing terminal island widths to 5' and 10' on the east side of the property in lieu of the Code required 11' terminal island width.
4. Section 98-61 providing 11% landscaped area in lieu of the Code required minimum 15% landscaped area.
5. Section 102-9(a)(2) to allow for a reduction of one (1) foot into the setback for the proposed ground sign.

The applicant is proposing to remove the existing dumpster at the front of the property and share the use of the dumpster on the adjoining commercial property to the west at 1985 NE 2nd Street (Island Water Sports). The applicant has provided a draft agreement which has been reviewed and approved by the City's Sustainable Management department and City Attorney, as well as provided evidence that the adjoining owners consent to the proposal. The applicant will be required to record this agreement in the Broward County records prior to issuance of a building permit.

The applicant submitted a trip generation analysis which estimates the proposed development will generate an additional 107 net new daily trips, eight (8) net new AM peak hour trips and six (6) net new PM peak hour trips.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

The Community Appearance Board approved the proposed development plans on September 23, 2020.

The Planning & Development Board approved the proposed development plans on December 6, 2022.

REQUESTED ACTION:

Recommendation to the City Commission on the proposed site plan with the following condition of approval:

1. Prior to issuance of the building permit, the agreement for shared use of the dumpster on property located 1985 NE 2nd Street must be recorded in the public records of Broward County. The terms of this agreement must be consistent with the draft agreement submitted to the City on September 9, 2020.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM 7-ELEVEN, INC. TO DEMOLISH THE EXISTING CONVENIENCE STORE AND CONSTRUCT A NEW 3,205 SQUARE FOOT CONVENIENCE STORE AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 1991 NE 2ND STREET, DEERFIELD BEACH, FLORIDA, IN THE BUSINESS COMMUNITY (B-1) ZONING DISTRICT (APPLICATION NO. 87-B1-74 REV.2); APPROVING VARIANCES FROM THE LANDSCAPE REQUIREMENTS OF THE LAND DEVELOPMENT CODE TO PERMIT ELIMINATING THE MINIMUM FIVE FEET PERIMETER BUFFER ON THE EAST AND WEST SIDE OF THE PROPERTY REQUIRED BY THE CODE, TO PERMIT ELIMINATING THE LANDSCAPE BUFFER REQUIREMENT TO ADJACENT RESIDENTIAL PROPERTIES FOR THE EASTERNMOST 24 FEET OF THE PROPERTY AND PERMIT PALMS IN LIEU OF THE CODE REQUIRED CANOPY TREES IN THE REMAINDER OF THE BUFFER, TO PERMIT FIVE AND TEN FOOT TERMINAL ISLAND WIDTHS IN LIEU OF THE 11 FEET REQUIRED BY CODE, AND TO PERMIT AN 11% LANDSCAPED AREA IN LIEU OF THE MINIMUM 15% REQUIRED BY CODE (CASE NO. 2519); APPROVING A TECHNICAL DEVIATION TO PERMIT 12 ON-SITE PARKING SPACES IN LIEU OF THE 22 SPACES REQUIRED BY CODE (CASE NO. 2518); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 87-B1-74 Rev. 2 (the “Site Plan Application”) has been submitted to the City by 7-Eleven, Inc. (the “Applicant”) seeking site plan approval to demolish the existing appx. 2,700 square foot convenience store and construct a new 3,205 square foot convenience store and related site improvements on the property located at 1991 NE 2nd Street, Deerfield Beach, Florida (collectively, the “Convenience Store”); and

WHEREAS, the Convenience Store site is approximately .21 acres legally described as OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11, as more particularly described in the file and located at 1991 NE 2nd Street, Deerfield Beach, Florida, in the B-1, Business Community Zoning District (the “Property”); and

WHEREAS, in addition to the Convenience Store, the Site Plan Application modifies the overall site plan to a new parking layout, with new landscaping and lighting; and

WHEREAS, on February 18, 2020, the City Commission approved Plat Application # 19-P-221(Resolution 2020/023) which allows up to 3,500 square feet of commercial use on the Property, and the proposed Convenience Store is within this square footage limitation; and

WHEREAS, the Applicant also submitted an application seeking approval of variances from the City Land Development Code (the “Code”) for the Convenience Store to permit: (i) eliminating the minimum five feet perimeter buffer on the east and west side of the Property required by the Code, (ii) eliminating the landscape buffer requirement to adjacent residential properties for the easternmost 24 feet of the Property and permit palms in lieu of the Code required canopy trees in the remainder of the buffer, (iii) five and ten foot terminal island widths in lieu of the 11 feet required by Code, and to permit an 11% landscaped area in lieu of the minimum 15% required by Code (the “Variance Application”); and

WHEREAS, the Applicant also submitted a technical deviation application (the “Technical Deviation Application”) seeking a technical deviation in order to permit the Convenience Store to operate with a total of 12 on-site parking spaces in lieu of the minimum 22 parking spaces required by the City’s Land Development Code (the “Technical Deviation”); and

WHEREAS, the Site Plan Application, Variance Application and Technical Deviation Application were previously reviewed by City staff, and on September 23, 2020, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted to recommend approval of the Site Plan Application on December 1, 2022; and

WHEREAS, the City Commission has reviewed and received testimony on the Variance Application and determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 98-116(f)(2) of the Land Development Code of the City of Deerfield Beach; and

WHEREAS, the City Commission has determined that the Applicant has demonstrated compliance with the requirements of Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that, with the exception of the variances in the Variance Application and the quantity of required parking spaces for which the Applicant has requested a Technical Deviation, all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of 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 approves the Technical Deviation for the Property, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated September 17, 2022, including, but not limited to, the

\$6,000 per parking space reduction payment to the City (\$60,000 total) required by Code for parking mitigation.

Section 3. The Variance Application for variances from Section 98-80(e) of the City's Land Development Code to permit (i) eliminating the minimum five feet perimeter buffer on the east and west side of the Property required by the Code, (ii) eliminating the landscape buffer requirement to adjacent residential properties for the easternmost 24 feet of the Property and permit palms in lieu of the Code required canopy trees in the remainder of the buffer, (iii) five and ten foot terminal island widths in lieu of the 11 feet required by Code, and the variance from Section 98-61 of the Code to permit an 11% landscaped area in lieu of the minimum 15% required by Code is hereby approved.

Section 4. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments, as amended, and dated September 17, 2022, and the following condition, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant:

- a. Prior to issuance of the building permit for the Convenience Store, an agreement for shared use of the dumpster on property located 1985 NE 2nd Street, in a form acceptable to the City Attorney, must be recorded in the public records of Broward County. The terms of this agreement must be consistent with the draft agreement submitted to the City on September 9, 2022.

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

Section 6. 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 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM 7-ELEVEN, INC. TO DEMOLISH THE EXISTING CONVENIENCE STORE AND CONSTRUCT A NEW 3,205 SQUARE FOOT CONVENIENCE STORE AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 1991 NE 2ND STREET, DEERFIELD BEACH, FLORIDA, IN THE BUSINESS COMMUNITY (B-1) ZONING DISTRICT (APPLICATION NO. 87-B1-74 REV.2); DENYING VARIANCES FROM THE LANDSCAPE REQUIREMENTS OF THE LAND DEVELOPMENT CODE TO PERMIT ELIMINATING THE MINIMUM FIVE FEET PERIMETER BUFFER ON THE EAST AND WEST SIDE OF THE PROPERTY REQUIRED BY THE CODE, TO PERMIT ELIMINATING THE LANDSCAPE BUFFER REQUIREMENT TO ADJACENT RESIDENTIAL PROPERTIES FOR THE EASTERNMOST 24 FEET OF THE PROPERTY AND PERMIT PALMS IN LIEU OF THE CODE REQUIRED CANOPY TREES IN THE REMAINDER OF THE BUFFER, TO PERMIT FIVE AND TEN FOOT TERMINAL ISLAND WIDTHS IN LIEU OF THE 11 FEET REQUIRED BY CODE, AND TO PERMIT AN 11% LANDSCAPED AREA IN LIEU OF THE MINIMUM 15% REQUIRED BY CODE (CASE NO. 2519); DENYING A TECHNICAL DEVIATION TO PERMIT 12 ON-SITE PARKING SPACES IN LIEU OF THE 22 SPACES REQUIRED BY CODE (CASE NO. 2518); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 87-B1-74 Rev. 2 (the “Site Plan Application”) has been submitted to the City by 7-Eleven, Inc. (the “Applicant”) seeking site plan approval to demolish the existing appx. 2,700 square foot convenience store and construct a new 3,205 square foot convenience store and related site improvements on the property located at 1991 NE 2nd Street, Deerfield Beach, Florida (collectively, the “Convenience Store”); and

WHEREAS, the Convenience Store site is approximately .21 acres legally described as OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11, as more particularly described in the file and located at 1991 NE 2nd Street, Deerfield Beach, Florida, in the B-1, Business Community Zoning District (the “Property”); and

WHEREAS, the Applicant also submitted an application seeking approval of variances from the City Land Development Code (the “Code”) for the Convenience Store to permit: (i) eliminating the minimum five feet perimeter buffer on the east and west side of the Property required by the Code, (ii) eliminating the landscape buffer requirement to adjacent residential properties for the easternmost 24 feet of the Property and permit palms in lieu of the Code required canopy trees in the remainder of the buffer, (iii) five and ten foot terminal island widths in lieu of the 11 feet required by Code, and to permit an 11% landscaped area in lieu of the minimum 15% required by Code (the “Variance Application”); and

WHEREAS, the Applicant also submitted a technical deviation application (the “Technical Deviation Application”) seeking a technical deviation in order to permit the Convenience Store to operate with a total of 12 on-site parking spaces in lieu of the minimum 22 parking spaces required by the City’s Land Development Code (the “Technical Deviation”); and

WHEREAS, the City Commission has reviewed and received testimony on the Site Plan Application, Variance Application and Technical Deviation Application; and

WHEREAS, after reviewing the Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-116(f)(2) of the City’s Land Development Code for a variance; and

WHEREAS, after reviewing the Technical Deviation and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, the City Commission finds that the Site Plan Application for the Property without the Variances in the Variance Application fails to satisfy the requirements of Section 98-80(E)(2)(b) & (d) and Sections 98-80(E)(8) & 98-61 of the Code.

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 finds that the Variance Application fails to satisfy the requirements for a variance as set forth in Section 98-116(f)(2) of the City’s Land Development Code. Therefore, the Variance Application is hereby denied.

Section 3. The City Commission finds that the Technical Deviation Application fails to satisfy the requirements as set forth in Section 98-88(Q) of the Code for the granting of the Technical Deviation. Therefore, the Technical Deviation Application is hereby denied.

Section 4. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section 98-80(E)(2)(b) & (d) and Sections 98-80(E)(8) & 98-61 of the Code.

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

Section 6. 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 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

December 30, 2022

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2023-031: Application: 87-B1-74

Applicant: **7-Eleven, Inc.**

Proposal: Major Site Plan application seeking approval to demolish an existing convenience store and construct a new 3,205 square foot convenience store and associated site improvements.

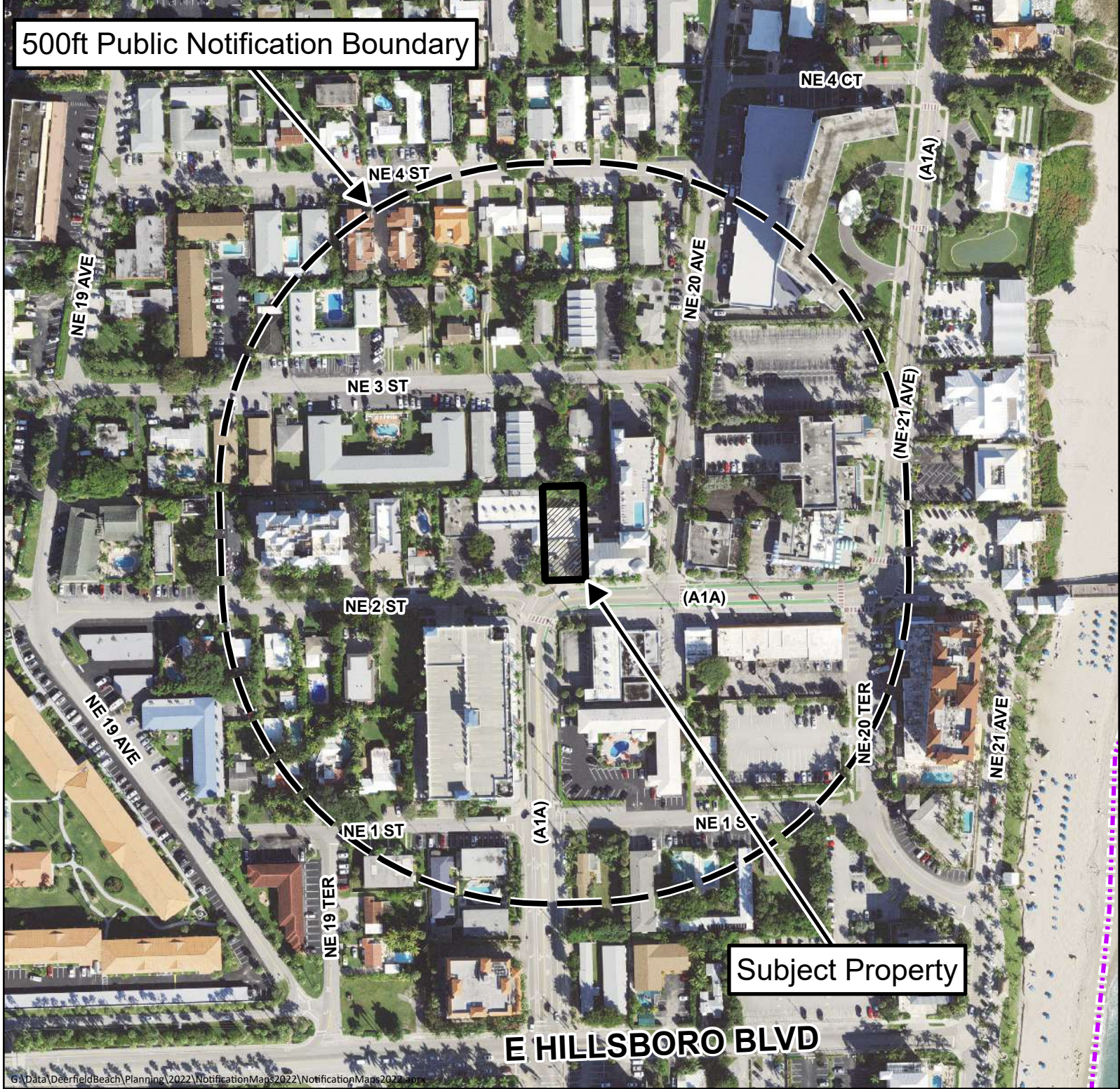
Location: The property is generally described as OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11, and located at **1991 NE 2nd Street**.

A public hearing will be held on **TUESDAY, JANUARY 10, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing 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.

Samantha Gillyard, CMC, City Clerk

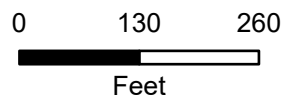


Public Hearing Notice Map

Site Plan Application 87-B1-74

1991 NE 2 ST

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas





DEVELOPMENT PLAN APPLICATION

PLEASE PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)
One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|--|--|
| ☐ Site Plan (See Attachment A) | ☐ Site Plan Modification (Major/Minor) (See Attachment A) |
| ☐ Community Appearance Board (See Attachment B) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☐ Variance (See Attachment C) | ☐ Conditional Use (See Attachment G) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Vacation/Abandonment (See Attachment H) |
| ☐ Rezoning (See Attachment E) | ☐ Easement Vacation/Abandonment (See Attachment H) |
| ☐ Sign Variance (See Attachment I) | |

Project Name: 7-Eleven #10440

Property Owner: 7-Eleven Inc

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Keith and Associates

Address of Property: 1991 NE 2 St. Deerfield Beach, FL. 33441

Legal Description of Property (lot, block, tract, subdivision): OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11

Description of Project: Convenience store

New Development (Y/N)	<u>No</u>	Modification to Existing Development (Y/N)	<u>Yes</u>
Zoning District (existing):	<u>B-1</u>	Zoning District (proposed):	<u>B-1</u>
Existing Use:	<u>Convenience store</u>	Proposed Use:	<u>Convenience store</u>
Lot Area:	<u>9,063</u>	Number of Dwelling Units (proposed):	<u>0</u>
Sq. Ft. of Structure (existing):	<u>2,774</u>	Sq. Ft. of Structure (proposed):	<u>3,500</u>

Agent Signature*: _____

Owner Signature:** _____

Name Printed: Erin Ladd

Name Printed: Grant Distel

Address: 301 E Atlantic Blvd
Pompano Beach, FL 33060

Address: 3200 Hackbury Rd.
Irving, TX 75063

Telephone: 954-788-3400

Telephone: 239-220-3968

Email: eladd@keithteam.com

Email: rposey@creightondev.com

* An authorization letter must be provided by the owner if an agent is providing representation.

** If ownership cannot be verified through county tax data, a copy of the recorded warranty deed, a copy of a valid purchase contract, or a signed/notarized letter from the owner of record must be submitted.

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

REQUEST SUBMITTED	APPLICATION NO.:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO.:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)	2,000+ 70+ 100 2,170	Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (nonres) \$1000 + \$40/acre + \$10/unit (res) \$550 (note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$550					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.



ATTACHMENT A

Development Plan Submittal Checklist

Review criteria as provided in [Section 98-13](#): This checklist is intended to guide applicants with development plan applications to ensure basic submission information is provided. Unless otherwise directed by staff, the following items are **required** for staff to determine the application is **complete for processing** by the City.

- ☒ Fully completed application form with original signature(s)
- ☒ Filing fee for all applications/requests as provided in the fee schedule
- ☒ Proof of property ownership (such as title, warranty deed, articles of incorporation if a corporation)
- ☒ Disclosure Affidavit for property owner(s), applicants, and agent(s) - (not required for minor DRC review)
- ☒ Letter of authorization from the owner/applicant granting an agent authorization to represent the project
- ☒ Written project narrative, explaining the project description, existing and proposed uses, including density and/or intensity, concurrent application submittals, hours of operation, number of employees, and other relevant information as pertinent to the proposed scope of work.
- ☒ Receipt from Broward County School District showing that a Public School Impact Application (PSIA) has been accepted for the application (if applicable – residential applications only)
- ☒ **6 hard copies** (5 copies of 24 inches x 36 inches and 1 copy of 11 inches x 17 inches) and **2 electronic copies** (electronically and digitally signed – on CD), all pages **signed and sealed, consistently scaled** using a measurement found on a civil engineer's scale. **All sheets are to be on separate pages, bound and folded into sets.** No loose sheets will be accepted.

The applicant shall submit the development plan in the following order:

(The requirements for each page are listed as followed)

☒ Cover Page

1. Name of project, address, and folio number
2. Project description/scope of work
3. Location map showing adjacent land use and zoning and all curbs and median cuts within 300 feet.
The map may be inset and scaled accordingly
4. Table of Contents/Sheets
5. Contact information of the applicant, property owner, and architect/engineer of record
6. Revision date (if applicable)

☒ Survey

1. A certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, **no more than one year old** from the submittal date and extending to the center line of all adjacent streets, which **specifies gross and net acreage or square footage**
2. Existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.
3. Existing buildings or other structures
4. Existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.
5. Title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
6. A full legal description of the property

☒ Site Plan

1. Scaled drawing illustrating site boundaries, proposed buildings and other structures, and any existing buildings and structures to be retained, including use, height, dimensions, and setbacks

2. Proposed off-street parking spaces, and driveways, including location, dimensions, setbacks, ADA compliance and location of loading zones
3. Proposed phasing plan, if applicable
4. Existing and proposed ground mounted electrical and mechanical equipment and screening
5. Proposed fences and walls, including location, construction material, dimensions, setbacks, and height
6. Existing and proposed utility lines, easements and adjacent rights-of-ways
7. Existing and proposed light pole locations
8. Traffic flow markings and signage, including fire lane striping and the location of all curb cuts
9. Dumpster locations and detail for both trash and recycling showing required screening
10. Proposed location and elevations of wall sign areas and ground sign locations
11. Pedestrian circulation and ADA compliant access to the rights-of-way
12. Adequate accessibility of proposed roadways for emergency vehicles, fire engines, garbage service, and any necessary delivery service
13. Location of all existing and proposed fire hydrants
14. Location of freestanding signs with setback measurements
15. Location of all existing and proposed above ground and below ground storage tanks
16. **Site data table providing existing, required and proposed calculations or measurements** for the following:

- | | |
|--|---|
| ☐ Maximum height of all buildings | ☐ Floor area ratio (FAR) |
| ☐ Lot coverage | ☐ Gross and net acreage of total site |
| ☐ Total landscape (pervious) and impervious area | ☐ Total percentage of landscaped open space |
| ☐ Existing and proposed land uses and zoning designations | ☐ Square footage of all existing and proposed uses |
| ☐ Total number of dwelling units and bedroom count (if applicable) | ☐ Minimum building setback to all property lines (existing, required and proposed) |
| ☐ Total number of parking spaces (existing, required, and proposed), including compact, and ADA accessible spaces | |

☒ **Elevations**

1. Scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture
2. General location of building wall signs and conceptual monument sign
3. Location of all mechanical equipment showing adequate concealment
4. Height of all buildings, overhangs, and canopies

☒ **Floor Plans**

1. A complete dimension of each room on all floors, including rooftop activation (if proposed), labeling any permanent feature
2. Proposed uses, with different parking ratios must be clearly defined and consistent with site data table

☒ **Landscape Plan**

1. A plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking and lighting
2. A landscape calculation table and mitigation table
3. A tree survey indicating the location, number, names, species, size, disposition, and condition of all existing trees and vegetation on-site to be preserved, relocated, or removed (unless provided on survey)
4. Location, condition, names, sizes, and disposition of existing trees and hedges
5. A proposed plant list by symbol, quantity, required specifications, native or nonnative, drought tolerance, Florida Friendly, salt tolerant and botanical and common names. The plant list shall be indicated on all planting sheets
6. Location and labeling of existing and proposed site lighting
7. Location and labeling of existing and proposed fire hydrants and Fire Department check valves

8. Location and dimensions of all easements and above ground utility lines, FPL boxes and other related structures
9. All planting and staking details, including but not limited to planting/staking specifications, general notes, root barriers, structural soils, silva cells and tree protection details. Additionally, all relevant general landscape notes
10. Proposed conceptual grading plans containing, existing and proposed spot grades, drainage flow arrows at all building corners, roadways, parking lot corners, pedestrian walks and existing landscaping. Additionally, provide existing or proposed berms contours of heights and slopes of not less than 3 to 1.

☒ **Irrigation Plan**

1. A plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking
2. The location of all zones showing there spread and overlap
3. An indication of water source, valves, pumps, backflow preventers, controllers, main line, lateral lines, sleeves, head types, specifications, spacing and general notes
4. An indication of methods used to achieve compliance with the University of Florida's "Florida Friendly Landscaping Guide to Plant Selection and Landscape Design" as required by F.S. § 373.185, unless provided for herein.
5. Location and labeling of existing and proposed site lighting
6. Location and labeling of existing and proposed fire hydrants and Fire Department check valves
7. Location and dimensions of all easements and above ground utility lines, FPL boxes and other related structures

☒ **Photometric Plan**

1. A plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking
2. A photometric layout of each proposed light fixture and light pole, showing its maximum to minimum foot-candle level
3. Minimum foot candle taken at the property line
4. Location of all existing and proposed easements, notating any above ground utility lines
5. Existing off site lighting, including rights-of-way lighting
6. Details of all proposed light fixtures and light poles, showing maximum height, building material and color
7. Adherence to *Section 98-88 of the Land Development Code and Article IV- Beach Area Outdoor Lighting restrictions*

☒ **Additional plans or information (e.g. noise or traffic studies/plans)**

Additional information as deemed relevant to the specific application may be requested by the City during review.

☒ **Separate Conceptual Engineering Package**

3 separate copies of a **preliminary engineering plan set** (signed and sealed, consistently scaled) and **2 digital CD's**. The sets of plans must be stapled and bound. Loose sheets will not be accepted and shall include the following:

1. Conceptual water and sewer plan, depicting the water and sewer facilities and source of public water and wastewater disposal facilities; general distribution and collection plans within the proposed development, including easements for utilities
2. Conceptual drainage plan, depicting design finished floor elevation and surface water management elements including, but not limited to, retention facilities, drainage easements and swales, weir location and elevation, and outfall(s)
3. Preliminary flood routing and water quality calculations supporting the surface water management elements, weir elevation and design finished floor elevation shall be provided as supporting documentation

THIS DOCUMENT PREPARED BY
AND WHEN RECORDED MAIL TO:

J. Donald Stevenson, Jr.
7-Eleven, Inc.
Legal Department
One Arts Plaza
1722 Routh Street, Suite 1000
Dallas, Texas 75201-2506

ADDRESS FOR TAX NOTICES:

7-Eleven, Inc.
Attn: Ad Valorem Tax Dept.
(Location 10440)
One Arts Plaza
1722 Routh Street, Suite 1000
Dallas, Texas 75201-2506

NOS-446627A

Tax Parcel No. 4843 05 02 2110

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED given as of this 22ND day of FEBRUARY 2011, by **EVERCORE TRUST COMPANY, NATIONAL ASSOCIATION**, solely in its capacity as Trustee of the **7-ELEVEN, INC. EMPLOYEES' TRUST** (formerly known as The Southland Employees' Trust) under Trust Agreement dated November 15, 1991, as amended and restated from time to time, the original of which is on file in the offices of 7-Eleven, Inc., One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201-2506 ("Grantor"), to **7-ELEVEN, INC.**, a Texas corporation, with principal offices at One Arts Plaza, 1722 Routh Street, Suite 1000, Dallas, Texas 75201-2506 ("Grantee");

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, aliened, remised, released, conveyed, confirmed and sold, and by these presents does grant, bargain, alien, remise, release, convey, confirm and sell unto Grantee that certain property situated in the County of Broward, State of Florida, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

BEING AND INTENDED TO BE the same property conveyed to Grantor by Warranty Deed dated March 31, 1976, recorded August 10, 1976, in Book 6683, at Page 304, of the Official Public Records of Broward County, Florida.

SUBJECT TO current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; covenants, restrictions, reservations, rights, rights-of-way and easements of record; zoning ordinances or statutes and building, use and occupancy restrictions of public record; all public and private roads and easements; and any encroachments.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, unto and for the proper use only, benefit and behoof forever of Grantee, its successors and assigns in fee simple.

GRANTOR HEREBY CERTIFIES that this conveyance is not part of a transaction effecting a sale, lease exchange or other transfer of all or substantially all of the properties or assets of Grantor in the State of Florida.

AND GRANTOR HEREBY COVENANTS that it is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written.

**EVERCORE TRUST COMPANY,
NATIONAL ASSOCIATION**, solely in its
capacity as Trustee of the 7-Eleven, Inc.
Employees' Trust (formerly known as
The Southland Employees' Trust)

Signed in the presence of:

Demi Tupua
Witness

Demi Tupua
Printed Name

Myra Garcia
Witness

MYRA GARCIA
Printed Name

By: Richard C. Murray
Richard C. Murray
Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

On February 22, 2011, before me, Martha O. Flores, a Notary Public, personally appeared Richard C. Murray, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Martha O. Flores
Notary Public



(SEAL)

EXHIBIT A

The East 37.5 feet of Lot 33 and the West 25.0 feet of Lot 34, Block 11, Ocean Vue, according to the plat thereof, recorded in Plat Book 3, Page 34, Public Records of Broward County, Florida.



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

None.

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

None.

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

None.

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Heidi Davis Knapik, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

12/16/2022
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 16th day of December, 202² by

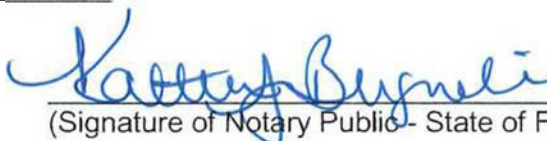
Heidi Davis Knapik (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: July 5, 2025

Commission No.: HH 134815




(Signature of Notary Public - State of Florida)

Kathleen J. Brignola

(Print, Type, or Stamp Commissioned Name of Notary Public)



RE: LOA for Proposed new 7-Eleven #10440

1991 NE 2nd Street
Deerfield Beach, FL 33441

9/16/19

To whom it may concern:

We the undersigned, hereby authorize Roger Posey, Matt Ross, Martin Grinbank, and Erin Ladd to act on our behalf in all manners relating to application for permits, including signing of all documents relating to these matters for the proposed 7-Eleven located at 1991 NE 2nd Street in Deerfield Beach, FL. Any and all acts carried out by these individuals on our behalf shall have the same effect as acts of our own.

This authorization is valid until further written notice from 7-Eleven, Inc.

Sincerely,

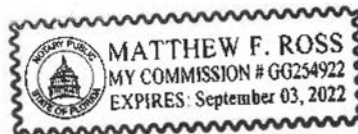
Grant Distel
7-Eleven, Inc.

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 16th day of September 2019, by
Grant Distel.

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: ✓
OR Produced Identification: _____
Type of Identification Produced: _____





09/18/2019

Tina Jou, AICP
Planning and Zoning Division
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

PROJECT NARRATIVE
7-ELEVEN #10440
1991 NE 2nd Street,
Deerfield Beach, FL 33441

Ms. Jou,

On behalf of 7-Eleven Inc. ("The Applicant"), we are pleased to submit this application to create a new, 3,500 square foot 7-Eleven store on the real property located at 1991 NE 2nd Street (The "Subject Property") in the City of Deerfield Beach ("The City"). The existing 7-Eleven at this location is one of the Applicant's older stores (constructed in 1967) and it presents several issues that the Applicant seeks to address through its redevelopment plan. Most notably, the existing structure features an older architectural style that does not match the City's vision for this beach-side area of the City. The Subject Property also has an inconvenient and aesthetically unpleasant dumpster enclosure located adjacent to the public street. The Applicant would also like to increase the number of parking spaces on the Subject Property.

To properly improve these existing conditions, the Applicant proposes to demolish the existing structure and redevelop the Subject Property with a new, modern structure with vastly improved architecture that reflects a more context sensitive beach theme. Importantly, the proposed architecture will be designed to meets the City's Cove Overlay design guidelines. The new plan also slightly relocates the building footprint to allow for additional parking spaces, and moves the unsightly dumpster enclosure to a new, secure location.

It should be noted, however, that the Subject Property remains relatively small at only 0.215 Net Acres (0.251 Gross Acres), and part of an existing urban fabric that is characterized by numerous small, developed lots. Moreover, the Subject Property needs to be platted pursuant to the

Corporate Office

301 E Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

Miami-Dade County

5805 Blue Lagoon Drive
Suite 218
Miami, FL 33122
305.667.5474

Broward County

2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County

120 N Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

Orange County

2948 E Livingston Street
Suite 1
Orlando, FL 32803
954.788.3400

Project Narrative

Broward County platting guidelines. As a result, the Applicant is required to dedicate an additional five (5) feet of land along NE 2nd Street, further reducing the size of the Subject Property. Given the City's Land Development Code ("LDC") imposes various regulatory requirements that simply cannot be satisfied due to the Subject Property's physical constraints, the Applicant respectfully requests variances as outlined in the variance application submitted concurrently with this Development Application.

The store operations for the new 7-Eleven building will remain the same and operate 24 hours a day with 8-10 employees.

The 7-Eleven Design Team looks forward to discussing and presenting the 7-Eleven project with the City of Deerfield Beach.

Respectfully submitted,



Erin M. Ladd, Planner





Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT
SECRETARY

March 14, 2019

THIS PRE-APPLICATION LETTER IS VALID UNTIL – **March 14, 2020**
THIS LETTER IS NOT A PERMIT APPROVAL

Andres Mizrahi
Keith & Associates
301 E. Atlantic Boulevard
Pompano Beach, FL 33060

Dear Andres Mizrahi:

RE: **March 14, 2019**- Pre-application Meeting for **Category C Driveway**
Broward- Deerfield Beach, Urban; SR A1A; Sec. # 86050; MP: 15.9
Access Class - 07; Posted Speed - 30; SIS - N; Ref. Project:

Request: Right-in/right-out driveway on SR A1A/NE 2nd Street.

SITE SPECIFIC INFORMATION

Project Name & Address: **7-Eleven – 1991 NE 2nd Street**
Deerfield Beach, FL 33441
Applicant/Property Owner: **7-Eleven, Inc.**
Parcel Size: **0.21 Acres** Development Size: **3,500 SF/Convenience Store**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the **conditions** and **comments** below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 22 feet, as measured from the edge of pavement to the first conflict point shall be provided. If a gate is installed a minimum driveway length of 100 feet is required.**
- **A recorded cross access agreement or easement with the adjacent property to the west shall be provided before permit approval.**

Comments:

- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). A Storm Water Pollution Prevention Plan must be submitted with the application for more than one acre of "disturbed area" as defined by the Florida Department of Environmental Protection (FDEP).
- The applicant shall donate the right-of-way to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: <https://gis.dot.state.fl.us/OneStopPermitting>; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: ashok.sampath@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Ashok Sampath, M.S.
District Access Management Manager

cc: Roger Lemieux

File: S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2019-03-14\1. 86050 MP 15.9 SR A1A_7-11en\86050 MP 15.9 SR A1A_7-11en.docx

www.dot.state.fl.us



Case No. _____

Date _____

TECHNICAL DEVIATION APPLICATION

PLEASE PROVIDE IN FULL THE FOLLOWING INFORMATION (PRINT OR TYPE)

Section One: Applicant Information

Name of Applicant: Keith and Associates

Signature: [Signature]

Street Address: 301 E Atlantic Blvd

City, State, Zip: Pompano Beach, FL 33060

Phone Number: 954-788-3400

E-mail Address: acarrie@keithteam.com

Fax Number: _____

Subject Property Address: 1991 NE 2 St. Deerfield Beach, FL. 33441
(if different from applicant address)

Property Owner Signature: see LOA

Section Two: Demonstration of Compliance with Technical Deviation Requirements (Attach additional page(s) if more space is needed)

Section 98-88(q) of the Deerfield Beach Land Development Code states that one the following requirements must be met in order to receive a technical deviation. The burden of proving that **one** of the requirements is met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

The City Commission may grant a technical deviation from the requirements of the off-street parking requirements as it deems justified based upon the criteria described below with any conditions it deems necessary to assure that the reasonable parking needs of the use are provided for.

Application will not be accepted without a specific statement in response to either 1, 2, or 3 on the following pages.



December 20, 2019

Tina Jou, AICP
Planning and Zoning Division
City of Deerfield Beach
Development Review Committee
150 NE 2nd Avenue
Deerfield Beach, FL 33441

**RE: Technical Deviation Request (#87-B1-74 Rev.2)
7-Eleven #10440 (K#09725.73)
1991 NE 2nd Street**

To Ms. Tina Jou,

On behalf of 7-Eleven Inc., (the "Applicant"), and in accordance with in Section 98-88(q)(iii) of the Deerfield Beach Land Development Code (the "LDC"), KEITH requests a Technical Deviation for the property at 1991 NE 2nd Street, to allow 12 parking spaces, where Section 98-88 of the LDC requires 23 spaces.

Pursuant to Section 98-88(q), *"the city commission may authorize a technical deviation from the parking requirements provided in Section 98-88 of the City Land Development Code under the conditions set forth below. [...] It shall be the burden of the applicant to affirmatively demonstrate on the record, by the greater weight of the evidence that satisfaction of the necessary requirements set forth below. One of the following requirements must be met in order to receive a technical deviation [...]"*

Of the three requirements listed in the criteria, the subject development satisfies the requirement of Section 98-88(q)(iii), which is:

"A study [...] provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation [...]"

The attached "Parking and Pedestrian Study" was specifically prepared for the proposed 7-Eleven by Lisa S. Bernstein, a traffic engineer registered in the State of Florida (License no. 54770). As set for in Section 98-88(q)(iii), the study demonstrates that a strict application of the off-street parking requirements would be inequitable to the Applicant or unnecessary to protect the public interest and that sufficient parking to serve the 7-Eleven will exist with the granting of the technical deviation.

Corporate Office
301 E Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

Miami-Dade County
2160 NW 82 Ave
Doral
FL 33122
305.667.5474

Broward County
2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County
120 N Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

Orange County
321 N Crystal Lake Drive
Suite 208
Orlando, FL 32803
954.788.3400

KEITH hopes that the attached forms and supporting documents meet the requirements of the City of Deerfield Beach, and looks forward to the continued success of the neighborhood.

Sincerely,



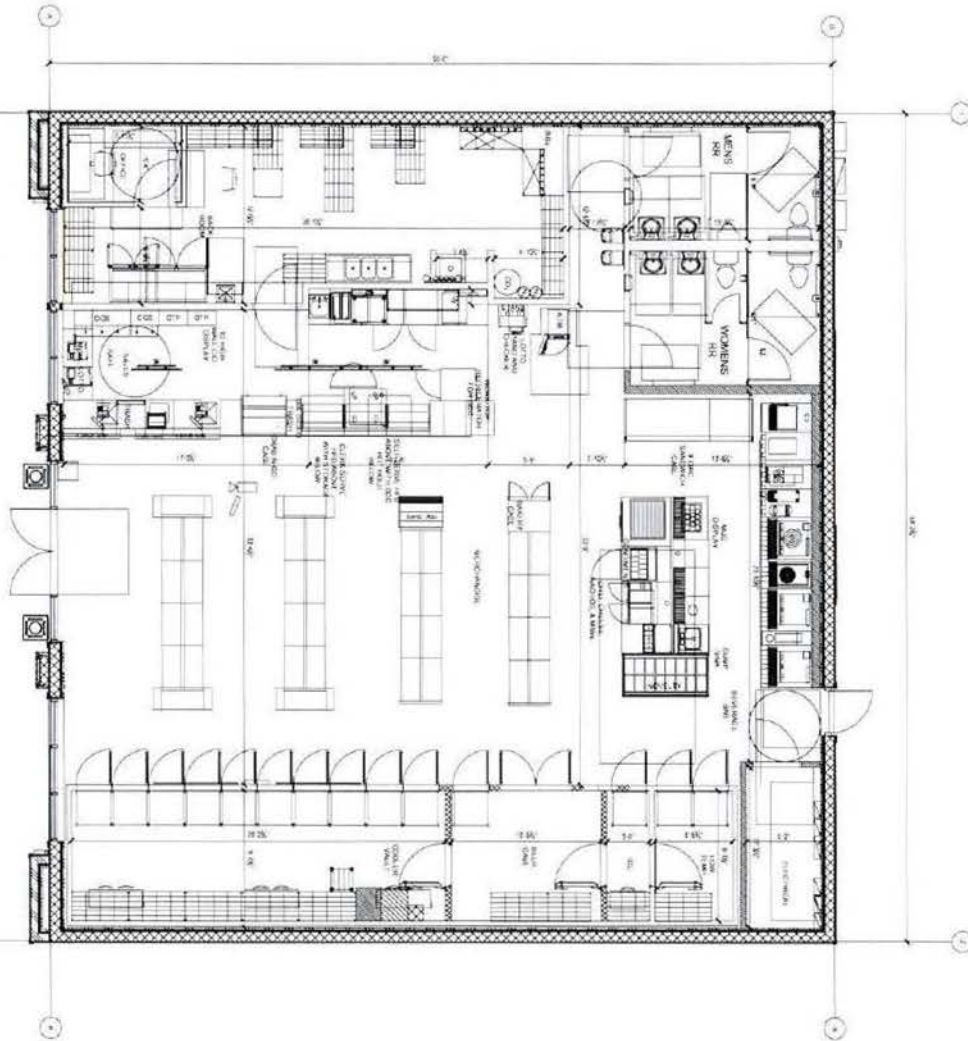
Anne-Christine Carrie, Planner

CC: Roger Posey, Creighton Development

Enc.: Application Form
Dimensioned Floor Plan and Site Plan
Letter of Authorization
Disclosure Affidavit (KEITH, 7-Eleven, Anne-Christine Carrie)
Warranty Deed
Parking and Pedestrian Study



01 FLOOR PLAN



WALL TYPE LEGEND

- EXTERIOR WALL
- COLUMN
- INTERIOR WALL
- PARTIAL HEIGHT WALL
- COOLER WALL



A130

PROJECT NO.	20000000000000000000
DATE	7/18/15
BY	12
CHECKED	2015 12



PROJECT NAME
7-ELEVEN - DEERFIELD B., FL
18115 AND 57 STREET
DEERFIELD BEACH, FL

CLIENT NAME
CREIGHTON CONST.
807 55 PINE BLVD ROAD, SUITE 202
CAPE CORAL, FL 33914

PROJECT TITLE
FLOOR PLAN



1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
P (407) 661-9101
www.chp.com
Florida License No. 00000000000000000000

[illegible]

A120	PROJECT NO. (NUMBER)	PROJECT NAME	OWNER NAME
	DATE	79-ELEVEN - DEERFIELD B., FL	CREIGHTON CONST.
	ISSUED (YES)	701 N.W. 11TH ST. SEB DEERFIELD BEACH, FL.	401 SW 11TH ST. SEB GAINESVILLE, FL. 32601
	CHECKED (WORKING)	SUBJECT FLOOR PLAN	



Case No. _____

Date _____

VARIANCE APPLICATION

PLEASE PROVIDE IN FULL THE FOLLOWING INFORMATION (PRINT OR TYPE)

**** Any party to a proceeding before the Special Master may appeal the decision of the Special Master by a writ of certiorari as provided by the Florida Rules of Appellate Procedure. In order to appeal the decision of the Special Master a verbatim transcript of the proceeding is necessary.**

Section One: Applicant Information

Name of Applicant: KEITH

Signature: 

Street Address: 301 E. Atlantic Blvd

City, State, Zip: Pompano Beach, FL 33060

Phone Number: 954-788-3400

E-mail Address: acarrie@keithteam.com

Fax Number: _____

Subject Property Address: 1991 NE 2 St. Deerfield Beach, FL. 33441
(if different from applicant address)

Property Owner Signature: _____

Section Two: Demonstration of Compliance with Variance Criteria (Attach additional page(s) if more space is needed)

Section 98-116(h) of the Deerfield Beach Land Development Code states that all of the following requirements must be met to secure approval for a variance.

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

Application will not be accepted without a specific statement in response to each of the requirements on the following pages.



December 20, 2019

Tina Jou, AICP
Planning and Zoning Division
City of Deerfield Beach
Development Review Committee
150 NE 2nd Avenue
Deerfield Beach, FL 33441

**RE: Variance Justification Statement (#87-B1-74 Rev.2)
7-Eleven #10440 (K#09725.73)
1991 NE 2nd Street**

To Ms. Tina Jou,

On behalf of 7-Eleven Inc. (the "Applicant"), we are pleased to submit this application to construct a new 7-Eleven store on the real property located at 1991 NE 2nd Street (The "Subject Property") in the City of Deerfield Beach (the "City"). The existing 7-Eleven store at this location is one of the Applicant's older stores (constructed in 1967) and it presents several issues that the Applicant seeks to address through its redevelopment plan. Most notably, the existing structure features an older architectural style that does not match the City's vision for this beach-side area of the City. The Subject Property also has an inconvenient and aesthetically unpleasant dumpster enclosure located immediately adjacent to the public street. Additionally, the Subject Property features a limited supply of off-street parking due its physical constraints.

To properly improve these existing conditions, the Applicant proposes to completely demolish the existing structure and redevelop the Subject Property with a new, modern structure with vastly improved architecture that reflects a more context sensitive beach theme. Importantly, the proposed architecture will be designed to meets the City's Cove Overlay design guidelines. The new plan also slightly relocates the building footprint to allow for additional off-street parking spaces, and moves the unsightly dumpster enclosure to a new, secure location.

It should be noted, however, that the Subject Property remains relatively small and part of an existing urban fabric that is characterized by numerous small, developed lots. Moreover, the Subject Property needs to be platted pursuant to the Broward County platting guidelines. As a result, the Applicant is required to dedicate an additional five (5) feet of land along NE 2nd Street, further reducing the size of the Subject Property. Given the City's Land Development Code ("LDC") imposes various regulatory requirements that simply cannot be satisfied due to the

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Broward County
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FL 33316
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Palm Beach County
120 N Federal Hwy
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Lake Worth, FL 33460
561.469.0992

Orange County
321 N Crystal Lake Drive
Suite 208
Orlando, FL 32803
954.788.3400

Subject Property's small area and geometric limitations, the Applicant respectfully requests variances from the following LDC sections.

The Variance Requests

The various variance requests can be summarized as follows:

	LDC Section	Requirement	Proposal
1	Section 98-80(E)(2)(d) (Perimeter Buffers)	5 feet	0 feet
2	Section 98-80(E)(2)(b) (Perimeter Buffers)	Canopy Trees	Palms/Bamboos
3	Section 98-80(E)(8) (Parking Row Terminal Islands)	10 feet	5 feet
4	Section 98-80(E)(14) (Foundation Plantings)	No roof overhang	Some overhang
5	Section 102-9(a)(2) (Sign Setback)	2 feet	1 foot

Variance 1: Section 98-80(E)(2)(b)

This section requires a five (5) foot perimeter buffer along all boundaries abutting properties that are not residentially zoned and the Subject Property abuts properties on the west and east that are commercially zoned. As such, the 5-foot buffer is required; however, due to the width of the subject property and compliance with other LDC requirements, the Applicant simply cannot provide this buffer. More specifically, the Applicant proposes off-street parking spaces and a drive aisle that satisfy the LDC's minimal dimensional requirements (as either standard or compact commercial spaces), and superior landscaping to the front of the property, which is more visible than the sides of the property. In fact, while this section requires a 5-foot buffer, LDC Section 98-61 also allows a building to be situated directly on the property line with no side setback whatsoever – demonstrating that the LDC contemplates circumstances in which the 5-foot buffer is not essential.

Variance 2: Section 98-80(E)(2)(d)

This section requires a six (6) foot wall along the rear of Subject Property because it is adjacent to residentially zoned land. The section also requires a 24-inch hedge on the residential side of the wall and three (3) or four (4) canopy trees on the commercial side of the wall. In its existing condition, the Subject Property features a 6-foot masonry wall along approximately 60 percent of the property line and the Applicant is proposing to construct the remaining section of the wall so that it meets the code requirement. However, there is only a small amount of room between the wall and the rear of the proposed building (5 feet). Thus, rather than canopy trees, the Applicant proposes to plant staggered palms or bamboo to shield the property from the adjacent residential parcel. Moreover, to the extent the proposed structure remains visible from the adjacent parcel, the Applicant proposes an architecturally significant standing seam metal roof to ensure that the view is aesthetically pleasing.

Variance 3: Section 98-80(E)(8)

This section requires that parking rows be terminated with landscaped islands that are 11-feet wide (10 feet of landscaping with a type D curb around it). In its existing condition, the Subject

Property features two (2) short parking rows that are not bounded by landscape islands at three (3) terminal locations. The parking row on the east side of the property is bounded by the existing building and a dumpster enclosure. The west row of parking is bounded by the existing building and the one (1) landscape island that currently exists. The Applicant's redevelopment plan significantly improves this condition by adding landscape islands at the ends of both parking rows. However, the islands on the north end of the rows (closer to the new building) are smaller than the LDC requirement due to the fact that the Applicant has proposed to increase the amount of parking spaces that are provided on-site. The Applicant also proposes to provide these parking spaces in accordance with the LDC's minimum dimensional standards. As a result, the parking islands are less than 10 feet. Nevertheless, the Applicant submits that the trade-off is appropriate and the proposal is a large improvement over the existing condition that best serves the public interest.

Variance 4: LDC Section 98-80(E)(14)

This section requires foundation planting along the full length of each façade that faces parking or other vehicle use areas. The area of the planting shall be at least five (5) feet, which shall be clear of any extended roof overhang. Currently, there is no foundation planting at all that exists along the front building facade. In the proposed condition, the Applicant will provide a five-foot foundation planting area but much of this area is covered by a roof overhang. Again, the presence of some roof overhang directly stems from the limited size of the property and decisions to prioritize other code compliance issues, such as increasing parking supply, meeting the parking space dimensional requirements and providing landscaped parking terminal islands – all of which necessarily consume precious space. Please note that the overhang does not present any noticeably unpleasant aesthetic and the Applicant has proposed superior landscaping in the areas of the site to mitigate for this variance request.

Variance 5: LDC Section 102-9(A)(2) Sign Setback

The City sign code does not allow pole signs such as the one that currently exists on the property. Therefore, the Applicant proposes to remove the pole sign and install a smaller, more aesthetically appealing monument sign. Pursuant to Section 102-9(a)(2), no sign shall be located less than two (2) feet from the property line. In this case, the proposed monument sign is located one (1) foot from the property. However, please note that the Applicant is required to dedicate 5 feet of right of way along the property frontage. If the dedication was not required, then the monument sign would be located six (6) feet from the property line and a variance would not be necessary. Moreover, the proposed sign is located nearly 25 feet from the edge of the road pavement because the adjacent right-of-way is very wide with a generous pedestrian sidewalk. The curvature of the adjacent road also eliminates any visual conflicts between vehicles leaving the property and other vehicles or pedestrians in the right-of-way. For these reasons, it should be noted that FDOT has allowed that the driveway throat be measured from the edge of pavement, rather than the standard requirement of measuring from the right-of-way line.

The Variance Criteria

Section 98-116(h) of the City's Land Development Code sets forth the criteria that must be satisfied in connection with a variance request:

- 1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not generally applicable to other lands, structures or buildings in the same zoning district.*
- 2. That the special conditions and circumstances do not result from the action of the applicant.*
- 3. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, building, or structures in the same district.*
- 4. That literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Code and would work unnecessary and undue hardship on the applicant.*
- 5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.*
- 6. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

As described in more detail below, each of the requested variances is justified under the applicable criteria.

- 1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not generally applicable to other lands, structures or buildings in the same zoning district.*

As described above, the size of the Subject Property as well as its relationship to the street and adjacent properties constitute a special condition. The Subject Property is one of the few B-1 properties on the beach, and it is smaller and narrower than the other B-1 properties that are located on the beach. The Subject Property is also sandwiched between larger adjacent developments that are not as physically constrained. Thus, the Subject Property is peculiar in this regard and given the totality of current LDC requirements, the property has long since suffered from disincentives to investment and redevelopment.

- 2. That the special conditions and circumstances do not result from the action of the applicant.*

The boundaries of the Subject Property were created long ago, many years before current LDC requirements were adopted, and its size and configuration are largely the result of other parties assembling platted lots (or portions thereof) to the east and west of the Subject Property. As such, the Applicant has been left with a small, narrow lot that was initially development decades ago with little or no improvements ever since as a result of more current regulatory requirements that have been imposed.



3. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, building, or structures in the same district.

The variances will not confer any special privileges because the Applicant is simply replacing an existing store with a new store. However, the form and function of the new store will be far more consistent with current LDC requirements than the existing improvements, and virtually all problems associated with the Subject Property's existing condition will be eliminated. Therefore, the proposed redevelopment will result in benefits that are enjoyed by the surrounding area as well as the general public, not those that are only "special" to the Subject Property.

4. That literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Code and would work unnecessary and undue hardship on the applicant.

The literal interpretation of the LDC would absolutely prevent the redevelopment of the Subject Property. This result would place an undue hardship on the Applicant because the condition of the Subject Property would continue to languish and perhaps deteriorate even though surrounding properties, including those immediately abutting to the east and west, have recently experienced significant investment and redevelopment.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

The proposed use is a use that is permitted in the applicable zoning district, and thus, constitutes a reasonable use. Moreover, the requested variances are the minimum variances necessary to properly maintain this use on the Subject Property – that is, to redevelop it with a new, modernized store while eliminating as many existing non-conformities as possible. For example, the request for a variance from the canopy tree requirement of Section 98-80(E)(2)(d) results from the fact that the building is pushed as far north as possible to free up space in front of the building, thereby allowing for superior landscaping that is visible from the street and more off-street parking that satisfies the LDC dimensions requirements. Simply put, the Applicant seeks to comply with the LDC to the greatest extent possible and has requested only those variances that are absolutely necessary to improve the property and which can be easily mitigated through design.

6. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The Subject Property was originally developed in 1967 under the zoning code that was applicable at time. Since then, the City's zoning code has changed, and the sections from which variances are sought cannot be fully satisfied on the Subject Property as a result of its size, limited access and surrounding environs. Indeed, redevelopment of the Subject Property as proposed by the Applicant will only serve to benefit the public welfare by improving it in a manner that eliminates existing undesirable conditions, providing an aesthetic and functionality that is more consistent with the City's vision for the

surrounding area, and achieving compliance with current LDC requirements to the greatest extent possible. The desired outcome is to enhance and benefit the surrounding area and the granting of the requesting variances will ensure that result.

Based on the foregoing, the Applicant respectfully submits that each of the criteria for approval of the requested variances has been satisfied. If you have any questions or concerns, then please do not hesitate to contact me with any questions.

The 7-Eleven Design Team looks forward to discussing and presenting the 7-Eleven project with the City of Deerfield Beach.

Sincerely,



Anne-Christine Carrie, Planner

CC: Roger Posey, Creighton Development

Enc.: Application Form
Demonstration of Compliance with variance criteria
Fee Receipt
Survey
Site Plan
Letter of Authorization
Warranty Deed





Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	87-B1-74 Rev.2
Project Name:	7-Eleven #10440 Major Site Plan Application
Applicant:	7-Eleven Inc.
Agent:	Keith & Associates
Requested Action/Description:	Major Site Plan application seeking approval to demolish an existing convenience store and construct a new 3,205 square foot convenience store.
Location:	1991 NE 2 nd Street
Legal Description:	The property is generally described as described as OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11; more particularly described in the file.
Size:	0.21 acres (9,375 square feet)
Existing Zoning:	B-1 (Business, Community)
Existing Use:	Convenience Store
Future Land Use Plan Designation:	Commercial
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Residential	RM-25 (Residence, Multifamily)
East: Commercial / Hotel	B-1 (Business, Community)
South: Commercial	B-1 (Business, Community)
West: Commercial	B-1 (Business, Community)
Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	3,500 square feet of commercial use (Plat Book 183 Page 431).

Department Comments & Requirements

REQUEST:

The applicant, 7-Eleven Inc., is seeking approval of a major site plan application to demolish an existing +/- 2,700 square foot convenience store and construct a new 3,205 square foot convenience store. The site plan also demonstrates site improvements including new parking layout, landscaping and lighting.

BACKGROUND:

The property is located at 1991 NE 2nd Street in the B-1 (Business, Community) zoning district of the Deerfield Beach Land Development Code and is approximately 9,375 square feet (0.21 acres) in size.

The subject property is approximately 62 feet in width with the existing building setback approximately 59 feet to the front property line, 33 feet from the rear boundary, two (2) feet from the east side boundary and built to the west side boundary.

On February 18, 2020, the City Commission approved Plat Application # 19-P-221 (Resolution 2020/023) which allows up to 3,500 square feet of commercial use on the property and is recorded in Plat Book 183, Page 431. The proposed development is within the square footage limitation on the recorded plat.

In addition to this major site plan application, the applicant is also seeking the following separate approvals by the City Commission:

1. Technical Deviation (Case No. 2518) pursuant to Section 98-88(q) of the Deerfield Beach Land Development Code seeking approval for the provision of twelve (12) on-site parking spaces in lieu of the Code required 22 on-site parking spaces (10 parking space reduction). Whilst the parking does not meet Code, it represents a four (4) parking space increase compared to the existing situation. If approved, the applicant will be required to pay \$6,000 per parking space reduction (\$60,000 total) into a City fund pursuant to Section 98-88(q)(iv)(c).
2. Variances (Case No. 2519) from the landscape requirements of the Deerfield Beach Land Development Code as follows:
 - a. Section 98-80(e)(2)(b) eliminating the 5' wide landscape buffer requirement on the east and west sides of the property.
 - b. Section 98-80(e)(2)(d) eliminating the landscape buffer requirement adjacent to residential properties for the easternmost 24 feet of the property to accommodate emergency egress and provide palms in lieu of the required canopy trees in the remainder of the buffer.
 - c. Section 98-80(e)(8) providing terminal island widths to 5' and 10' on the east side of the property in lieu of the Code required 11' terminal island width.
 - d. Section 98-61 providing 11% landscaped area in lieu of the Code required minimum 15% landscaped area.

The existing development includes a dumpster enclosure for trash collection at the front of the property. As part of the proposed redevelopment, the applicant is required to dedicate 5 feet of additional right-of-way. In order to accommodate the right of way dedication,

terminal island landscaping along the frontage of the property and provide as many parking spaces as possible, the applicant is proposing to remove the existing dumpster and share use of the dumpster on the adjoining commercial property to the west at 1985 NE 2nd Street (Island Water Sports). The applicant has provided a draft agreement which has been reviewed and approved by the City's Sustainable Management department and City Attorney, as well as provided evidence that the adjoining owners consent to the proposal. The applicant will be required to record this agreement in the Broward County records prior to issuance of a building permit.

The applicant submitted a trip generation analysis which estimates the proposed development will generate an additional 107 net new daily trips, eight (8) net new AM peak hour trips and six (6) net new PM peak hour trips.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

The Community Appearance Board approved the proposed development plans on September 23, 2020.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee. All staff comments have been addressed and the application is considered to be in compliance with the Land Development Code, subject to City Commission approval of the technical deviation and variance requests. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Commercial. The proposed commercial use of the site as a convenience store is not changing. The proposed redevelopment is consistent with the goals, objectives and policies of the Deerfield Beach Comprehensive Plan.
2. Land Development Requirements: The property is located in the B-1 (Business, Community) zoning district, in which a convenience store is a permitted use.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

(a) *Permitted uses, structures and activities allowed within the zoning category;*

A convenience store is a permitted use in the zoning district.

(b) *Building location, dimensions, height and floor area;*

The proposed location of the building meets all required setback, building height and lot coverage requirements.

The proposed new building is setback further from the street than the existing building, but still maintains a Code compliant 6 foot setback to the rear. The front setback is 82.46 feet.

Side setbacks are zero (0) feet on the west and 3.98 feet to the east. In the B-1 zoning district, Code permits buildings built to side boundaries.

The proposed lot coverage is 35%, within the maximum 50% permitted by Code, whilst the building is 20 feet in height and up to 25.4 feet high for the central tower feature at the front of the building. The maximum allowable height is 45 feet.

(c) Location and extent of parking, access drives and service areas;

The proposed access to the subject property will be directly from NE 2nd Street (State Road A1A) via a two-way access drive aisle. The recorded plat includes five (5) feet of right of way dedication along the property frontage and this is incorporated in the proposed site layout.

Consistent with the existing situation, parking is proposed to be located on both side of the drive aisle, in front of the building. Twelve (12) on-site parking spaces are proposed, which represents a four (4) space increase compared to the eight (8) parking spaces currently on site.

The increase in parking spaces is achieved by siting the building further to the rear of the lot and removing the existing dumpster enclosure.

The Code requirement is for 22 on-site parking spaces and the applicant is requesting City Commission approval for a technical deviation to reduce the number of required on-site parking spaces by ten (10) spaces. The City recognizes that there are challenges with development projects sometimes meeting the requirements for parking in the Beach Area. Should the City Commission approve the technical deviation request, the applicant will be required to pay \$6,000 per parking space reduction (\$60,000 total) into a City fund to mitigate for the impacts of not providing the required number of on-site parking spaces in the Beach Area.

Additionally, the applicant is proposing shared use of the existing dumpster enclosure on the adjoining property to the west at 1985 NE 2nd Street (Island Water Sports). The City's Sustainable Management department has approved the shared use of this dumpster in principle. The applicant will be required to record an agreement by both property owners consenting to the shared use and management of the dumpster on the Island Water Sports property prior to issuance of a building permit.

The proposed access, parking and servicing functions are thus considered to provide for safe, adequate and efficient operation on the subject property.

(d) Traffic generation, hours of operation, noise levels and outdoor lighting;

The applicant submitted a trip generation analysis which estimates the proposed development will generate an additional 107 net new daily trips, eight (8) net new AM peak hour trips and six (6) net new PM peak hour trips. The increase in traffic as result of the proposed development is not expected to have an adverse impact on the surrounding road network in this established commercial area.

Hours of operation will be consistent with the existing store, 24 hours per day, and noise levels are not expected to change as a result of the proposed redevelopment.

New outdoor lighting is proposed and meets Code requirements. The photometric plans indicate a wall pack lighting unit installed above the exit door at the rear of the building. The proposed fixture includes shielding so as to prevent light spillover onto adjacent residential properties to the north.

(e) *Alteration of light and air;*

The proposed redevelopment of the parcel will not negatively impact light and air. The proposed lot coverage on the site is less than the maximum permitted in B-1 zoning district and the building is a single story structure which is consistent with the built form of the surrounding area.

(f) *Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;*

Development in the beach area is characterized by established commercial uses, many with buildings and parking built on or near properties boundaries with minimal landscaping.

The applicant is requesting City Commission approval to reduce the minimum required landscape area from 15% to 11% and relief from the requirements for side landscape buffers, terminal island widths and changes to the buffer requirement in the rear. In return, the project increases the number of on-site parking spaces compared to the existing situation and removes the dumpster enclosure from adjacent to the street.

The proposed development provides for Code compliant landscape buffers along the frontage of the property and the removal of the dumpster enclosure will provide for an enhanced property appearance when viewed from the street. Given the constraints associated with the subject property, including the narrow width of the lot, and the challenge of satisfying all Code requirements, the proposed landscaping treatment is considered to improve the overall appearance of the existing property and surrounding area.

(g) *Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches, parks, playgrounds and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and*

The existing use of the site is a convenience store in an established commercial area. Redevelopment of the site with a larger convenience store is not expected to negatively affect residences or places which regularly provide facilities or services for children under the age of 18.

(h) Conditions, uses or activities which could pose a significant risk to the safety or security of single family residences within 500 feet of the lot upon which the use will occur.

The existing use of the site is a convenience store in an established commercial area. Redevelopment of the site with a larger convenience creates no conditions, uses or activities, which could pose a significant risk to the safety or security of single-family residences within 500 feet of the property.

SUMMARY:

Staff's review of application 87-B1-74 Rev. 2 has found that the proposed project, subject to City Commission approval of the technical deviation and variance requests, is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and the Land Development Code.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	7-Eleven #10440 Site Plan	Application No.:	87-B1-74 Rev.2
Reviewer Name:	Steve Graham	Project Address:	1991 NE 2nd St
Department/Division:	Planning & Zoning		
Position:	Assistant Director		
Date of Review:	9/15/20		
Submittal No.:	7		

A. APPLICATION / GENERAL COMMENTS:

1.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
1a.	Comment acknowledged.
2.	Submit original signed Disclosure Affidavit for Erin Ladd (Agent).
2a.	Comment addressed.
3.	Community Appearance Board approval is required prior to approval of a major site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
3a.	Comment acknowledged.
4.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ 71.97 2. Police \$ 63.79
4a.	Comment acknowledged
5.	All resubmittals shall be provided with a written narrative responding to all

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	comments.
5a.	Comment acknowledged.
6.	Make an appointment with the Planning & Zoning Division for any resubmittal. Further comments may be forthcoming following resubmittal.
6a.	Comment acknowledged.
7.	The project coordinator, John Harbilas (jharbilas@deerfield-beach.com), shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email, to the project coordinator, any conversation or contact the applicant has with a separate division or department of the City.
7a.	Comment acknowledged.
	<u>NEW COMMENT 1/9/20</u>
8.	Per Section 98-13(8) plan sheets are to be organized in the order as listed by Code. Revise sheet index and sheet order to comply with Code. Refer to the site plan submittal checklist, and resubmit in the correct order. The following issues were noted but others may exist: ☐ Elevation sheets to be behind site plan ☐ Irrigation to be behind landscape plans ☐ Photometric, along with lighting detail together, to be behind irrigation. Also removed extra sheets, provide detail and info for specific lighting unit with photo plan ☐ Sign plan sheets to be at the end
8.a	Comment addressed.
	<u>NEW COMMENTS 2/24/20</u>
9.	Per Fee Schedule, next submittal requires payment of resubmittal fee of \$651.00 (30% of initial site plan application fee). Payment must be included with resubmittal.
9.a	Repeat Comment. Resubmittal fee required for next resubmittal.
9b	Comment acknowledged.
10	Development Plan Application ☐ Revise proposed building square footage to match site plan data. ☐ Include original signatures of agent and owner. ☐ Revise agent name if Erin Ladd is no longer agent.
10a.	Comment addressed.
11.	Original signed disclosures required for all agents / owner's representatives. Only Distel and Lazowick submitted original signed disclosures, all others are copies.
11a.	Comment addressed.
12.	Include original signed and sealed surveys in resubmittal, not copies.
12a.	Comment addressed.
13.	Do not submit documents where no changes are proposed (eg' Parking Study).
13.a	Comment addressed.
14.	Contact the Project Planner to discuss requirements for resubmittal, including formatting and appropriate compilation of documents.

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B.

COVERPAGE:	
1.	Per Section 98-13(8)(a)(3) Provide a location map showing adjacent land use and zoning districts and all curbs and median cuts within 300 feet of the subject site.
1a.	Comment not addressed. Changes not made as requested.
1b.	Comment addressed.
2.	Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
2a.	Comment not addressed. Changes not made as requested.
2b.	Comment addressed.
3.	Per Section 98-13(8)(a)(5) Provide the contact information of the applicant, property owner, and architect/engineer of record.
3a.	Comment not addressed. Changes not made as requested.
3b.	Comment addressed.
4.	Sheet index must show irrigation plan behind landscape plans. Revise sheet order in all plan sets and index to comply.
4a.	Comment not addressed. Changes not made as requested.
4b.	Comment not addressed. Number and names of sheets in sheet index does not match the number and names of the sheets in the plan set.
4c.	Comment not addressed. Remove the references to sheets in the index which have the text struckthrough. The sheet identification and titles of the photometric sheets in the index do not match the plan sheets.
4d.	Comment addressed
5.	Remove "Preliminary" from main title.
5a.	Comment not addressed. Changes not made as requested.
5b.	Comment addressed.
<u>NEW COMMENT 4/20/20</u>	
6.	The proposed square footage in the scope of work does not match the proposed square footage on the site data table and application form.
6a.	Comment not addressed. The 'scope of work' on the cover page of the plan set lists the proposed square footage as 3,200 sf whereas it should be listed as 3,205 sf, consistent with the application form and site data table on the site plan sheet.
6b.	Comment addressed.

C.

SITE PLAN:	
1.	Site plan demonstrates proposed building is setback 5 feet from the rear property line. However, survey shows a 6-foot FPL easement across the rear of the property. Proposed building footprint must be moved outside of easement boundaries.
1a.	Comment not addressed. Label behind building states 5 foot building setback but measurement dimension shows 6 feet. Provide dashed minimum 5 foot setback line or clearly label that the proposed building setback is 6 feet.
1b.	Comment addressed.
2.	Per Section 98-61 A minimum of 15% of the site shall be landscaped area, only 13% is proposed. Provide additional landscaped area to meet the minimum

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	requirement.
2a.	Comment not addressed. Response states a variance has been requested, but submitted variance application does not include a request for minimum landscape area. Revise variance application to include this request.
2b.	Comment not addressed. Minimum landscaped area on site plan does not match the minimum landscaped area in the variance request.
2c.	Comment addressed.
3.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
3a.	Comment addressed.
4.	Per Section 98-13(8)(c)(13) Provide the location of all existing and proposed fire hydrants.
4a.	Comment not addressed. Location label referenced in response sheet does not exist on site plan.
4b.	Comment addressed.
5.	Per Section 98-13(8)(c)(14) Provide setback measurements of the freestanding signs. Reference Section 102-9(a) for location and size requirements and provide an elevation of the proposed freestanding sign. Also, the site plan makes reference to architectural plans in notation for the monument sign. Reference should be removed from sheet. Architectural plans for the sign were not provided but need to be submitted.
5a.	Comment addressed.
6.	Per Section 102-13(10)(b) Replacement of the existing nonconforming monument sign may be eligible for incentives which allow for additional sign allowances. Consider utilizing these incentives to accommodate the proposed monument sign.
6a.	Comment not addressed. Proposed monument sign exceeds the eligible amount of additional sign allowance. In order to take advantage of the incentives, the sign must at a minimum meet the 2 foot setback, which is taken from the new front property line. Doing so would allow a maximum sign face of 22.5 square feet and sign structure of 37.5 square feet. The monument sign, as proposed must be reduced in size or relocated.
6b.	Comment not addressed. See Section G – Sign Plan comments. Proposed sign does not meet height and size requirements for the proposed 2' setback per Sec 102-9 and the proposed incentives per Sec 102-13(1)(b) are calculated incorrectly. Additionally, the design in its current form is inadequate to utilize the incentives under Sec 102-13(10)(b).
6c.	Comment not addressed. See Section G – Sign Plan comments.
6d.	Comment addressed.
7.	If proposed monument sign is unable to use the sign incentives to comply with Code, submit a Sign Variance application (Attachment J on website), with the required documentation, to request a variance for the freestanding sign. Applications will be reviewed concurrently. Justification of sign variance shall include any Code requirements for which the proposed sign does not comply.
7a.	Comment not addressed. A sign cannot participate in the incentives for nonconforming sign replacement and request a variance. A variance shall only be requested if the sign as proposed, is redesigned to be consistent with the building architecture and inclusive of designer sign elements as outlined in Section 102-6.
7b.	Comment not addressed. See Section G – Sign Plan comments. The design in its current form is inadequate to utilize the incentives under Sec 102-13(10)(b).
7c.	Comment not addressed. See Section G – Sign Plan comments.

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7d.	Comment addressed.
8.	Per Section 98-13(8)(c)(16) The site data table is missing the following information: ☐ Existing Landscape Coverage/ Pervious Area ☐ Reference plat application (19-P-221) in ROW dedication line of table ☐ Parking requirements: provide proposed number of compact and standard spaces. Note Section 98-88(n)(2) permits a maximum of 75% of total spaces to be compact (9 ft. x 18 ft.).
8a.	Comment not addressed. Revise building data and setbacks to reflect new building footprint.
8b.	Comment addressed.
9.	Provide a parking space/stripping detail for each parking space type. This may be provided on separate site plan 'details' sheet.
9a.	Comment not addressed. Parking detail is only provided in conceptual engineering set, not the site plan set, and demonstrates incorrect parking dimensions. Provide parking details in site plan details and utilize correct dimensions for parking spaces. Reference Schedule C. – Parking Space Size and Configuration.
9b.	Comment addressed.
10.	Per Schedule C – Parking Space Size and Configuration, wheel stop shall be a minimum 30 inches from edge of pavement. Demonstrate compliance for each parking space type.
10a.	Comment addressed.
11.	Per Section 78-7(d) Exterior space, where appropriate, bicycle storage (bike racks) should be provided with appropriate paving connections. Safe circulation for bicycle traffic shall be provided within the site and with connections to adjacent properties. The bike rack design shall coordinate with the other site furnishings. Demonstrate bike rack locations and internal bicycle connectivity on site plan.
11a.	Comment addressed.
12.	Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted electrical and mechanical equipment and screening. If rooftop equipment is proposed, demonstrate equipment and screening on building elevation sheet. Provide a notation on plans: "All Mechanical Equipment located on the roof will be fully screened from adjacent street view and buffered to eliminate noise".
12a.	Comment addressed.
13.	Remove vicinity map from site plan.
13a.	Comment addressed.
14.	Remove "Type D Curb" arrow pointing to the area north of handicap parking space, as it conflicts with the landscape island shown on landscape plan in the same area. Provide legend demonstrating lines and hatchings.
14a.	Comment addressed.
15.	Clarify intent of proposed pedestrian access along west property line. Is access open to the public or between employees?
15a.	Comment addressed. Provides pedestrian cross access.
16.	Delineate any sidewalks, stairs, or ramps from asphalt parking lot with a different pattern or shading. Ensure patterns and shading are included in legend on site plan.
16a.	Comment addressed.
17.	Clarify the small circle symbol in front of the ADA parking space within legend. One is also proposed at property egress.

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17a.	Comment addressed.
18.	Clarify the "Wx" notations within legend on site plan.
18a.	Comment addressed.
<u>NEW COMMENTS 2/24/20</u>	
19.	Delete 'limits of survey' from sheet.
19a.	Comment addressed.
20.	Dimension side (west) setback for freestanding sign
20a.	Comment addressed.
21.	Include a label which refers to the sign plan sheets for specifications.
21a.	Comment addressed.
22.	List all variances and the technical deviation that are being requested, including Case numbers, in the site data.
22a.	Comment not addressed. Include the Case numbers (Technical Deviation Case No. 2518, Variance Case No. 2519). Delete the Technical Deviation data. Instead, the 'Total Parking' row should include the following note "10 space reduction per Technical Deviation Case No. 2518".
22b.	Comment 22a. not addressed. Contact staff if clarification on how to address this comment is required. Additionally, for the variance table, make the following changes to be consistent with the variance justification statement by Gunster: ☐ Variance 2 – add bamboo to the proposed material in the north buffer, in addition to palms. The justification statement submitted by Gunster, dated May 13, 2020 states that for Variance 2 (north buffer, pages 1 and 2) that bamboo will be planted in the north buffer. Bamboo is not specified on Landscape Plan Sheet LP-101. Revise the justification and / or Sheet LP-101 and the Site Plan for consistency. ☐ Variance 3 – required width for the terminal island is 11', not 10'.
22c.	Comment not addressed. Variance table on Sheet SP-101 still states required terminal island width is 10' for Variance 3.
22d.	Comment addressed.
23.	If proposing to use the incentives under Sec 102-13 for the freestanding sign, include a note which states the same and makes to the calculations on the sign plan.
23a.	Comment addressed.

D. **ELEVATIONS:**

1.	Label each elevation by the NSEW direction it faces.
1a.	Comment addressed.
2.	Pursuant to Code Section 78-7(b)(2) Exterior elevations shall be designed such that all building facades include substantial wall articulation (such as projecting ribs, columns, reveals and offsets) to avoid the effect of a single long or massive wall. Demonstrate substantial wall articulation on each exterior elevation.
2a.	Comment not addressed. Articulation is not provided on the north façade.
2b.	Comment addressed.
3.	Pursuant to Code Section 78-7(b)(8) Facades of all commercial, office and institutional structures should incorporate transparent features (clear glass on windows and doors) over a minimum 50% percentage of the surface area at ground-level. Ground level is defined as two to eight feet measured vertically at street level. Demonstrate transparent features on each exterior elevation.
3a.	Comment not addressed. Provide percentage of façade covered by transparent

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	features to show compliance with Code.
3b.	Comment addressed.
4.	Clarify reason for gap in parapet along rear of building. If for ladder access, ladder needs to be shown on elevation.
4a.	Comment addressed.
5.	Remove items listed in material schedule that are not used on plans.
5a.	Comment addressed.
6.	Provide dimensions of standing metal seam roof overhang.
6a.	Comment addressed.
	<u>NEW COMMENTS 2/24/20</u>
7.	Mansard roof is not shown in color.
7a.	Comment not addressed for east and west elevations.
7b.	Comment addressed.
8.	Elevations are numbered A200 in the plan set and A100 in the sheet index. Revise for consistency.
8a.	Comment addressed.
9.	Compile architectural sheets in numerical order.
9a.	Comment addressed.
	<u>NEW COMMENTS 08/31/20</u>
10	Sheet A-200 needs to be in color, as per previous submittals.
10A.	Comment addressed.
11	Indicate the location of the wall pack lighting on the rear elevation.
11A	Comment addressed.

E. FLOOR PLAN:

1.	Per Section 98-13(8)(1) Show the complete dimension of each room on all floors, labeling any permanent feature.
1a.	Comment addressed.
2.	Label equipment/space to clarify the use of the "back room" area.
2a.	Comment addressed.
3.	Floor plan shows bump outs from front façade and symbols along front walkway, for which need to have labels. Any exterior permanent equipment or features along the front façade need be shown on the site plan.
3a.	Comment addressed.
4.	Remove layout information and occupancy columns. Wall legend may remain.
4a.	Comment addressed.
	<u>NEW COMMENTS 2/24/20</u>
5.	Sheet A120 is titled as a 'Floor Plan' but appears to be a duplicate site plan. Remove or replace with correct sheet.
5a.	Comment addressed.
6.	Sheet A121 is not referenced on the Sheet Index of the coverpage.
6a.	Comment addressed.
7.	Compile architectural sheets in numerical order.
7a.	Comment addressed.

F. PHOTOMETRIC PLAN:

1.	Per Section 98-13(8)(h)(6) Provide the details of all existing and proposed light
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	fixtures and light poles, showing maximum height, building material and color.
1a.	Comment not addressed. Pole height and material/color need to be added to table.
1b.	Comment not addressed. Submit pole detail (height, material color) and fixture details for poles and wall packs.
1c.	Comment not addressed. ☐ No detail for the proposed poles was submitted in the plan set. ☐ Sheet PH-01 includes multiple fixtures that are not proposed to be installed on the property, as specified on the photometric plan. Include only the fixture types proposed to be installed on the property.
1d.	Comment not addressed: ☐ Pole detail is provided on the architectural floor plan. It needs to be moved to Sheet PH-01 with other lighting details. ☐ Provide details on Sheet PH-01 for the following fixtures that are specified on the photometric plan: - o XSPLG-4ME-BLS. - o XSPLG-4ME-BLS-2. - o X-2M-2L. This fixture appears to be a wall pack on the rear of the building. Include details demonstrating how shielding / spillover impacts on the neighbor to the north will be addressed.
1e.	Comment not addressed: ☐ Sheet PH-02: Detail 02 and 03 are not required. ☐ Sheets PH-03 – PH-06: - o Multiple irrelevant cut sheets need to be deleted. Include only fixture cut sheet for the fixtures specified on Sheet PH-01. - o Fixture specification is for XSPLG yet Sheet PH-01 specifies pole fixtures as XSPMD. - o No fixture detail for wall pack fixture WDG identified on Sheet PH-01. Include details demonstrating how shielding / spillover impacts on the neighbor to the north will be addressed.
1f.	Comment addressed.
2.	Per Section 98-13(8)(h)(7) Demonstrate compliance with Section 98-88 of the Land Development Code and Article IV- Beach Area Outdoor Lighting restrictions.
2a.	Comment pending. Applicant considering possible relocation of wallpacks closer to center entryway to comply with spillover requirement.
2b.	Comment not addressed. Plans do not demonstrate compliance with Sec 98-88 of the Land Development Code and Sec 34-60 (Beach Area Outdoor Lighting) of the Code of Ordinances. Comments regarding spillover impacts on neighbor to the north have also not been addressed.
2c.	Comment not addressed. Previous comments are outstanding, additionally: ☐ Photometric plan is not 24 x 36 size and not signed and sealed. ☐ Clarify if wall packs are proposed on the rear of the building. The comment response letter suggests wall packs are still proposed, but the plans indicate they have been removed.
2d.	Comment not addressed: ☐ Demonstrate compliance with Section 98-88 of the Land Development Code; particularly: - o Per Sec. 98-88(j)(5)(3), the lighting plan shall be certified by the registered architect or registered engineer as providing illumination in accordance with the applicable minimum standards set forth in Sec 98-88(j)(5)(2).

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	○ Per Sec. 98-88(j)(5)(5), the lighting plan exceeds the maximum spillover requirements at the property lines. □ Demonstrate compliance with Code of Ordinances Sec. 34-60(b)(1) – (3) Beach Area Outdoor Lighting restrictions, which is restated as follows: (b) <i>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:</i> (1) <i>Floodlights are prohibited. Wall mounted light fixtures shall be fitted with hoods so that no light illuminates the beach.</i> (2) <i>Pole lighting shall be shielded in such a way that light will be contained within an area of three to 73 degrees on the seaward side of the pole. Outdoor lighting shall be held to the minimum necessary for security and convenience.</i> (3) <i>Low profile luminaires shall be used in parking lots and such lighting shall be positioned so that no light illuminates the beach.</i> □ The comment response letter states wall packs on the rear of the building have been removed yet the plans now indicate they are proposed. Demonstrate how shielding / spillover impacts on the neighbor to the north will be addressed.
2e	Comment not addressed. See Comment 1e relating to wall pack.
2f.	Comment addressed.
3.	Combine photometric plans and details onto one sheet.
3a.	Comment not addressed. Photometric and details still on separate pages.
3b.	Comment not addressed.
3c.	Comment not addressed. □ Use the same scale and orientation as site plan and landscape plan. □ Include fixture / pole details on the same sheet as the photometric plan. □ Photometric plan was inserted in the wrong location in the plan set.
3d.	Comment not addressed: □ Pole detail is provided on the architectural floor plan. It needs to be moved to Sheet PH-01 with other lighting details.
3e	Comment addressed.
3f	Comment addressed.
	<u>NEW COMMENTS 2/24/20</u>
4.	Provide clarification as to why the plans do not meet 7-Eleven specifications, as stated on the plan sheet.
4a.	Comment addressed.
5.	Property line on photometric plan does not match existing and proposed property lines on site plan.
5a.	Comment addressed.
6.	Number of sheets in plan set do not match the number of sheets listed on the sheet index of the coverage.
6a.	Comment not addressed. The sheet identification and titles of the photometric sheets in the index do not match the plan sheets.

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6b.	Comment addressed.
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G.

SIGN PLAN

	<u>NEW COMMENTS 2/24/20</u>								
1.	Number of sheets in plan set do not match the number of sheets listed on the sheet index of the coverpage.								
1a.	Comment addressed.								
2.	Page 1: ☐ Change sight triangles to match site plan. ☐ Location of freestanding sign does not match location on site plan. ☐ Dimension setbacks for freestanding sign consistent with site plan.								
2a.	Comment addressed.								
3.	Page 2 – Building Sign: ☐ Revise maximum allowed sign size to match the linear width of the building frontage.								
3a.	Comment not addressed. Per Sec. 102-8(c)(2)(a)(1), the maximum allowed square footage must match the width of the proposed building (58’ 2¾”). Revise the maximum allowed square footage on the chart.								
3b.	Comment addressed.								
4.	Page 4 – Freestanding Sign: ☐ Proposed freestanding sign does not meet height and size requirements for the proposed 2’ setback per Sec 102-9 and the proposed incentives per Sec 102-13(1)(b) are calculated incorrectly. ☐ The design in its current form is inadequate to utilize the incentives under Sec 102-13(10)(b). ☐ If proposing to utilize the incentives under Sec 012-13(1)(b), add a note stating same on the plan and include all calculations (required / proposed) for a code compliant sign and the sign utilizing the incentives. ☐ Calculations for sign size and height are incorrect. Include calculations on the elevation and in a table format for sign height, sign face size and sign structure size per Sec 102-9 and consistent with the definitions in Sec 102-3. ☐ Notes re “variance setback and customer confirmation of sign size are misleading and need to be amended or removed altogether.								
4a.	Comment not addressed. The following items are outstanding: ☐ Per Sec 102-6(b)(1), the background color (brown) must be changed to match the color of the building. ☐ Per Sec 102-9(a)(5), include the property address on the sign and specify the height, color and font. Note that the landscaping around the base of the sign must not obscure the address. ☐ Add a note on the sheet stating that proposed sign utilizes the incentives under Sec 102-13(10)(b)(2) and that the existing non-conforming pylon sign will be demolished. ☐ Include proposed sign height, sign face size and sign structure size in a table format as follows, calculated consistent with the definitions in Sec 102-3. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 33%;">Proposed Monument Sign (2’ front setback)</th> <th style="width: 16.5%;">Required (Sec. 102-9)</th> <th style="width: 16.5%;">Required with Incentive (Sec. 102-13(10)(b)(2))</th> <th style="width: 35%;">Proposed</th> </tr> </thead> <tbody> <tr> <td>Max. Size Sign Structure</td> <td style="text-align: center;">25 sq. ft.</td> <td style="text-align: center;">37.5 sq. ft.</td> <td></td> </tr> </tbody> </table>	Proposed Monument Sign (2’ front setback)	Required (Sec. 102-9)	Required with Incentive (Sec. 102-13(10)(b)(2))	Proposed	Max. Size Sign Structure	25 sq. ft.	37.5 sq. ft.	
Proposed Monument Sign (2’ front setback)	Required (Sec. 102-9)	Required with Incentive (Sec. 102-13(10)(b)(2))	Proposed						
Max. Size Sign Structure	25 sq. ft.	37.5 sq. ft.							

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	Max. Size Sign Face	15 sq. ft.	22.5 sq. ft.	
	Max Height	5 ft	7 ft	
4b.	Comment addressed.			

H.

ADDITIONAL COMMENTS:	
1.	Per Section 98-17(2) provide a trip generation analysis for the proposed use by a certified traffic engineer in accordance with the ITE Trip Generation Manual. Upon receipt, review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable.
1a.	Comment pending. Per the submitted trip generation analysis, the redeveloped site appears to generate more than 500 daily trips. The City's traffic consultant is reviewing the report. Additional comments may be forthcoming, pending review.
1b.	Comment addressed. Refer to City's Traffic Consultant review dated 1/28/20.
2.	Provide copy of agreement with adjacent property owner (1985 NE 2 nd St) to utilize and access their dumpster for 7-Eleven's use. A waste operations plan must be provided showing how 7-Eleven will access adjacent property for garbage disposal. Documentation shall include a contingency plan for waste operations should agreement with adjacent property owner cease.
2a.	Comment not addressed. ☐ Provide letter or correspondence from adjacent property owner showing intent to agree to share dumpster. ☐ Draft agreement does not include contingency plan should agreement at any time, and for any reason, become voided in the future. If this were to occur, installation of a dumpster will be required on site. An alternative site plan shall be provided to show dumpster location on 7-Eleven's site. ☐ Any changes in frequency of collection and service charges must be addressed in the agreement and approved by the City's Sustainable Management Department.
2b.	Comment not addressed. ☐ Provide letter or correspondence from adjacent property owner consenting to the terms of the draft agreement. ☐ Add text to Section 16 per the City's email of 2/3/20. ☐ Add Exhibits A, B & C.
2c.	Comment not addressed. ☐ Add text to Section 16 per the City's email of 2/3/20. ☐ Add Exhibits A, B & C.
2d.	Comment not addressed. Submit one hard copy and one electronic copy of the revised agreement per email correspondence with Michael Marshall on 6/16/20.
2e.	Comment addressed.
3.	Applicants are required to compensate the city for any costs associated for reviews made by a City consultant for items such as traffic and noise. The Certificate of Concurrency Letter shall not be issued until all associated fees are paid.
3a.	Comment acknowledged.
4.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan
4a.	Comment acknowledged.

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5.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666).
5a.	Comment acknowledged.
6.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
6a.	Comment acknowledged.
	<u>NEW COMMENT 1/9/20</u>
7.	All sheets in the large plan set need to be 24"x36" in size. Signage, lighting, and all other smaller site detail sheets need to be compiled onto the required size plan sheet.
7b.	Comment addressed.
8.	Per Section 98-17, cost recovery fees will be payable by the Applicant for review of the proposed convenience store. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. Staff will advise the amount of cost recovery fees required for the traffic engineering review of this application.
8b.	Comment pending. Cost recovery fee for Traffic Consultant review is \$1,245.00. Submit check payable to the City of Deerfield Beach.
8c.	Comment addressed.
9.	Wall pack lighting units proposed for along the north façade, need to include a shroud or shield to block the light source from view of residents facing the rear. Provide detail of an alternative wall pack unit, which includes some sort of shielding.
9b.	Comment not addressed.
9c.	Comment not addressed. ☐ Clarify if wall packs are proposed on the rear of the building. The comment response letter suggests wall packs are still proposed, but the plans indicate they have been removed.
9d.	Comment not addressed. See comments in Section F (Photometric Plan).
9e.	Comment not addressed. See Comment 1e in Section F.
9f.	Comment addressed.

I. VARIANCE SUBMITTAL:

1.	Per Section 98-13(8)(b)(5) Provide a survey with title policy or title commitment. A copy of the one submitted in the site plan package will suffice.
1a.	Comment addressed.
2.	Variance application and cover letter reference subject property as B-2, but it is zoned B-1. Correct application and cover letter.
2a.	Comment addressed.
3.	Cover letter references dumpster is being relocated but site plan application states dumpster is to be shared with adjacent property owner. Revise cover letter to be consistent with site plan.
3a.	Comment not addressed.

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3b.	Comment addressed.
4.	Revise variance cover letter. All variance requests shall be listed, with the corresponding Code section from which the request is from, and a brief explanation of what is required versus what is being proposed. Justification for variances from Section 98-80 may be grouped together. However, each variance justification question according to Section 98-116(f)(2) needs to be listed and answered, addressing each variance that is being requested.
4a.	Comment not addressed. Variance #5 in the justification must be replaced with a request from Schedule C – Dimensional Regulations for minimum percentage of landscape area, as 15% is required. In the responses to each of the six variance criteria, reference how each of the requested variances applies to that specific criteria. The format can remain in narrative form.
4b.	Comment pending. Schedule a DRC meeting with staff to discuss all variance requests that would be required for the proposed development and the appropriate way to format and compile the required documentation.
4c.	Comment not addressed. ☐ Variance 1 – does not address required north buffer width. The table on page 1 and the discussion of Variance 1 needs to specify a 0' wide buffer is proposed for the +/- 24 linear feet along the north perimeter where the sidewalk is proposed. ☐ Variance 2 – In the justification on page 2, modify the last sentence. The standing seam metal roof is at the front of the building and won't be seen from the rear. ☐ Variance 3 – In the table on page 1, the requirement is for a 11' wide terminal island, not 10' wide.
4d.	Comment not addressed. The justification statement submitted by Gunster, dated May 13, 2020 states that for Variance 2 (north buffer, pages 1 and 2) that bamboo will be planted in the north buffer. Bamboo is not specified on Landscape Plan Sheet LP-101. Revise the justification and / or Sheet LP-101 for consistency.
4e.	Comment addressed.
5.	Sign variances require a separate specific application and justification, remove any reference from this variance submittal.
5a.	Comment not addressed. Remove sign variance request from the variance application and justification. If requesting sign variance, a separate sign variance application (Attachment J) is required.
5b.	Comment pending. Schedule a DRC meeting with staff to discuss the proposed freestanding signage for the property and utilization of incentives under Sec 102-13 versus a sign variance.
5c.	Comment addressed.
<u>NEW COMMENTS 2/24/20</u>	
6.	Incorrect application form was submitted. Submit Variance Application (Attachment C) from website. Form must include original signatures of agent and owner. Cannot reference 'Letter of Authorization'.
6a.	Comment addressed.

J. TECHNICAL DEVIATION SUBMITTAL:

1.	Applicant needs to respond to all questions on the Technical Deviation application.
1a.	Comment pending. Justification is under review by City's traffic consultant, comments will be forthcoming.

Development Plan Application Comments

1b.	Comment pending. Schedule a DRC meeting with staff to discuss the proposed technical deviation request and the appropriate way to format and compile the required documentation.
1c.	Comment addressed.
2.	Per Section 98-13(8)(b)(5) Provide a survey with title policy or title commitment. A copy of the one submitted in the site plan package will suffice.
2a.	Comment addressed.
<u>NEW COMMENTS 2/24/20</u>	
3.	Incorrect application form was submitted. Submit Technical Deviation Application (Attachment D) from website. Form must include original signatures of agent and owner. Cannot reference 'Letter of Authorization'.
3a.	Comment addressed.

K.

LANDSCAPE PLAN:	
<u>New Comments 8/31/20 (Submittal 6)</u>	
1.	Sheet LP-101 indicates a light pole is to be placed in the terminal island at the front of the property on the west side of the drive aisle. Pole locations on Sheet LP-101 must match locations on Sheet PH-01.
1a.	Comment addressed.
2.	Plantings in the area mentioned in K.1 above do not match the planting in the previous submittal. If plantings are changing, review by the City's Landscape Architect may be required with the next resubmittal.
2a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	7-Eleven on the Beach	Application No.:	87-B1-74 Rev. 2
Reviewer Name:	Harold Hoyte		
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	6/3/20		
Submittal No.:	5		

A. LANDSCAPING PLAN:

		LANDSCAPING PLAN:
1.		Per Section 98-61 15% landscape/ pervious area is required, 11% provided. Add pervious area to meet code.
1.a		Comment not addressed.
1.b		Variance application is applied for.
2.		Per Section 98-81(2)(b) mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Note mitigation is over and above required trees.
2.a		Comment not addressed.
2.b		Comment addressed, will pay \$270 into Beautification Fund.
3.		Per Section 98-80(e)(2)(b), in lieu of buffer planting, add green wall (98-80 (h)2.) to East property line.
3.a		Comment not addressed. Show height and detail for green wall trellis
3.b		Comment not addressed. Further documentation is required from the applicant on proposed green wall or buffer variance required.
3.c		Comment not addressed. Remove details from plan as was suggested in the last DRC meeting or indicate that the trellis system is not attached to the adjacent wall.
3.d		Variance application is applied for.
4.		Per 98-80 (k) 2 flowering trees are required, none are provided. Add 2 flowering trees.
4.a		Comment addressed.
5.		Per section 98-80(k), large trees are to be 14-16 feet height. Revise plant list.
5.a		Comment not addressed. Gumbo Limbo tree shown is too large for location. Consider a more vertical formed species for example Holly or Stopper
5.b		Comment addressed

Development Plan Application Comments

6.	Per section 98-80(k), palms are to have a minimum of 12-14 feet of Graywood.
6.a	Comment not addressed.
6.b	Comment addressed.
7.	Add perimeter hedges to the North and East Per Section 98-80 (e)2. d.
7.a	Comment not addressed
7.b	Comment acknowledged; variance application is applied for.
8.	Remove the quantities of shrubs used to satisfy the shrub / groundcover requirement which are in the dedicated Right-of-Way.
8.a	Comment addressed.
9.	Per Section 98-80 (e). 9. 1 interior island is required. None are provided
9.a	Comment not addressed.
9.b	Comment not addressed. Add interior island 11 feet wide (includes curb).
9.c	Comment addressed.
10.	Dimension terminal and interior landscape islands on plan.
10.a	Comment not addressed.
10.b	Comment addressed.
11.	Remove all stoops, shown on A1 and SP1 from the landscape buffers.
11.a	Comment not addressed. Remove sidewalk from landscape buffer.
11.b	Comment addressed.
12.	Add 5 trees to meet Section 98-80 (e)(14) (e), minimum height in relation to building height. 5 are required, none provided.
12.a	Comment not addressed. 3 trees are shown, add 2 more.
12.b	Comment addressed.
13.	Add the Tropical Almond to the removal list
13.a	Comment not addressed. Remove Tropical Almond from plant list as the tree now appears to be off site. However, leave on plan as it impacts the site's perimeter.
13.b	Comment addressed.
14.	Remove all stoops, shown on A1 and SP1 from the landscape buffers.
14.a	Comment closed. Repeat of comment 11.
15.	Add 5 trees to meet Section 98-80 (e)(14). 5 required, none provided.
15.a	Comment addressed.
16.	Per Section 98-80 (i), show sight triangles correctly. Those shown on the signage and Lighting documents on page 1 are incorrect.
16.a	Comment not addressed. Triangles on page 1 are to match those on landscape plans LP-101 and LD-101.
16.b	Comment addressed.
17.	Add perimeter hedges to the south property line to Per Section 98-80 (e)2. e.
17.b	Comment not addressed. Arboricola is too tall as it blocks line of sight. Change to a species that mature to a height under 18 inches.
17.c	Comment addressed.
18.	Add type plant material to be installed in the dedicated Right-of-Way. Note this plant material does not count toward meeting landscape requirements.
18.b	Comment not addressed. Arboricola is too tall as it blocks line of sight. Change to a species that mature to a height under 18 inches.
18.c	Comment addressed.
19.	Add terminal islands at 11 feet wide (includes curb) to meet Section 98-80 (e)(8).
19.a	Variance application is applied for.
19.b	Comment addressed.

Development Plan Application Comments

20.	Per Section 98-80 (e)(14)(a), add additional length to the façade to satisfy code.
20.a	Variance application is applied for.

B.

IRRIGATION PLAN:	
1.	Add rain sensor location and detail to the plans.
1.a	Comment not addressed.
1.b	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	7-Eleven on Beach Major Site Plan	Application No.:	87-B1-74 Rev.2
Reviewer Name:	Alfonso Orellana	Project Address:	1991 NE 2nd. Street
Department/Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	1-13-2020		
Submittal No.:	2		

A.

SITE PLAN:

1.	The 5' Pedestrian Accessible Route shall be located north of the HC stall for continuous route to entrance.
1.a	COMMENT ADDRESSED
2.	Provide a combination Right-Turn-Only (R3-5R) at the proposed exit stop sign (R1-1)
2.a.	COMMENT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	7-Eleven on the Beach, Major Site Plan	Application No:	87-B1-74 Rev-2
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	04/06/20		
Submittal No.:	4th Submittal		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 1991 NE 2 nd Street Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
	Note by Planning & Zoning (Steve Graham, 04/20/2020): Per email correspondence with Sustainable Management, a copy of the recorded agreement between Applicant and Neighbor about shared use of the Trash and Recycling dumpsters must be submitted prior to issuance of the building permit.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	7-ELEVEN	Application No.:	87-B1-74 REV 2
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	02/10/20		
Submittal No.:	3RD		

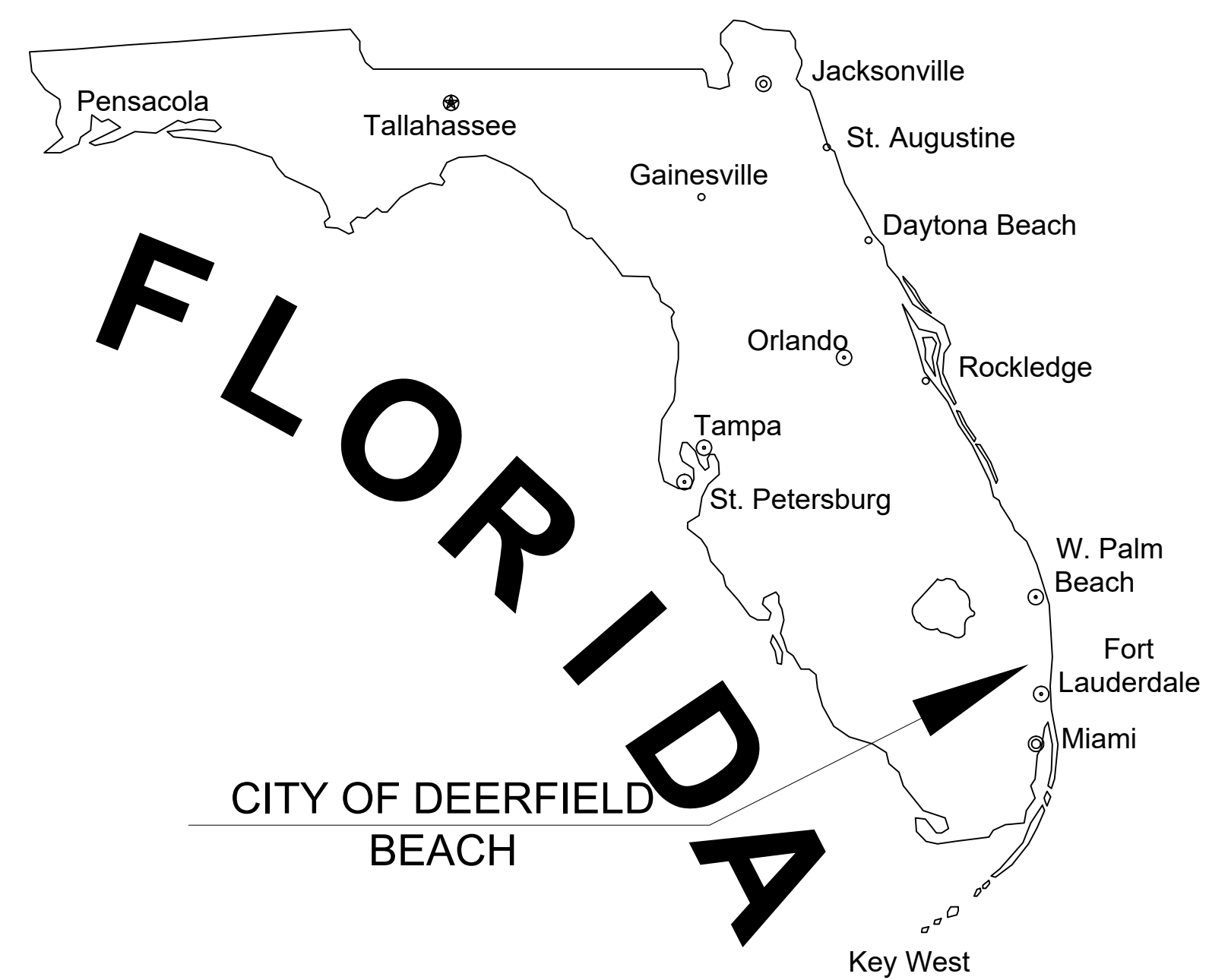
A. APPLICATION / GENERAL COMMENTS:

1.	SITE PLAN IS APPROVED AS SUBMITTED
2.	
3.	

PRELIMINARY DEVELOPMENT PLANS
FOR

7-ELEVEN #10440

1991 NE 2ND STREET,
DEERFIELD BEACH,
BROWARD COUNTY, FLORIDA 33441



FEMA FLOOD ZONE:

THE PROPERTY IS LOCATED WITHIN A FLOOD ZONE X, AS SHOWN ON F.I.R.M. No. 12011C0179H, BEARING A MAP EFFECTIVE DATE OF 08/18/2014.

RELATIONSHIP BETWEEN
NGVD 1929 AND NAVD 1988

DATUM	DIFFERENCE	ELEV.
NGVD 1929	+1.57 FEET	1.57'
NAVD 1988		0.00'

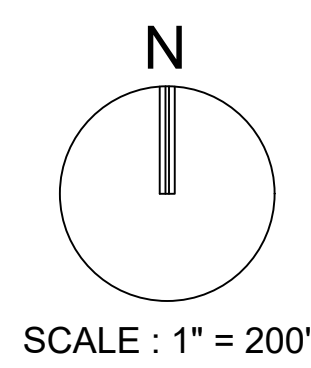
ALL ELEVATIONS SHOWN ON THESE PLANS ARE
BASED ON NAVD 1988 DATUM

SITE LOCATION



LOCATION MAP

SECTION 05 , TOWNSHIP 48 S, RANGE 43 E
FOLIO #4843022110



INDEX OF SHEETS		
Sheet Sequence No.	Sheet Identification	Sheet Title
	--	COVER
1	--	SURVEY
2	SP-001	SITE PLAN
3	A-200	ELEVATIONS
4	A-130	FLOOR PLAN
5	LD-101	TREE DISPOSITION PLAN
6	LI-101	IRRIGATION PLAN
7	LP-101	LANDSCAPE PLAN
8	LD-201	LANDSCAPE NOTES & DETAILS
9	--	PHOTOMETRIC PLAN

PERMITTING AGENCIES	PERMIT NO.	EXPIRES
CITY OF DEERFIELD BEACH		
SOUTH FLORIDA WATER MANAGEMENT DISTRICT		
BC ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT		
FLORIDA DEPARTMENT OF TRANSPORTATION		

LAND DESCRIPTION:

THE EAST 37.5 FEET OF LOT 33 AND THE WEST 25.0 FEET OF LOT 34, BLOCK 11, "OCEAN VUE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.

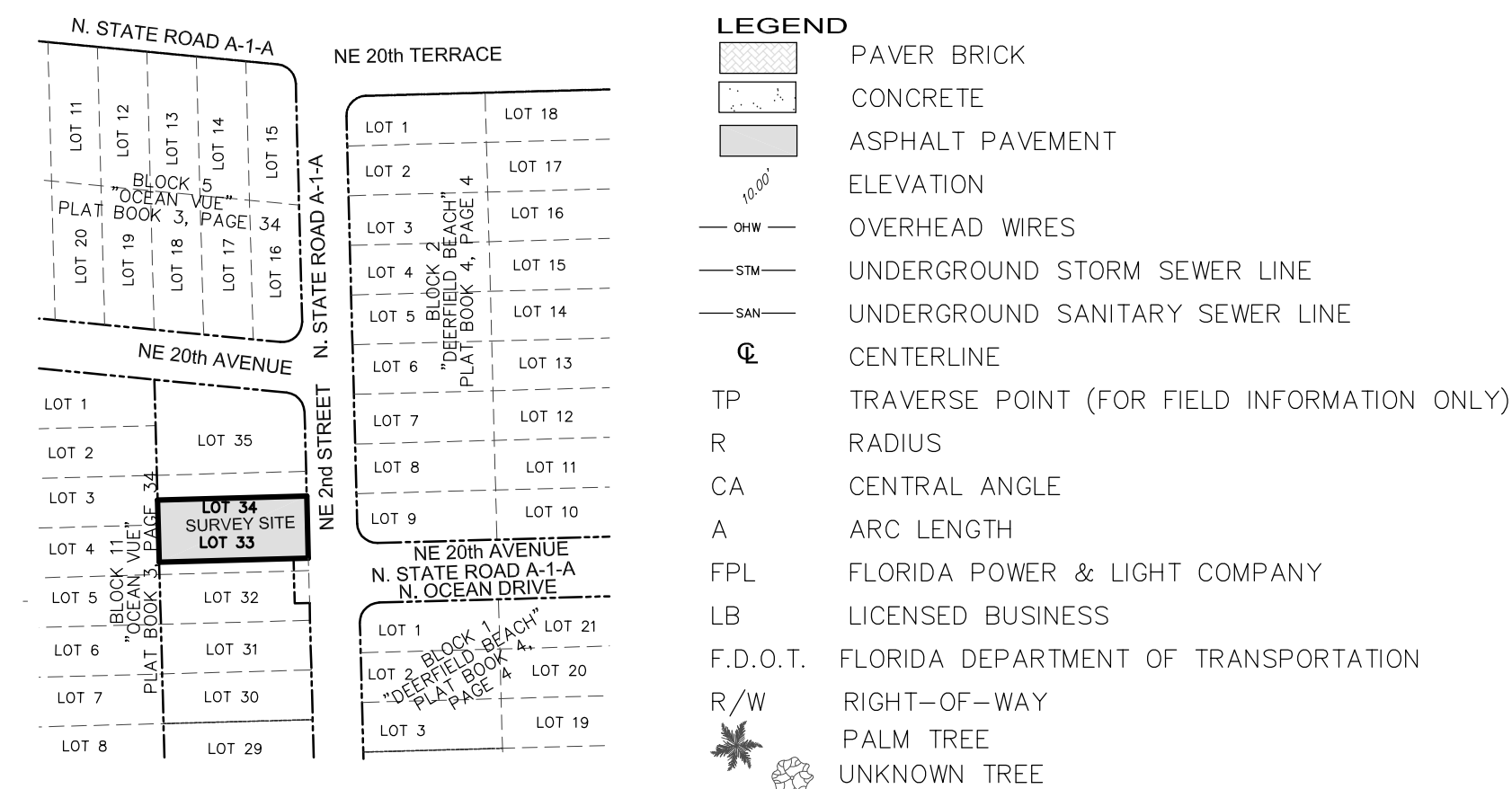


PREPARED FOR:
CREIGHTON CONSTRUCTION & MANAGEMENT, LLC
900 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL 33991

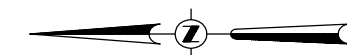


PROJECT No. 09725.73 DATE 08/05/2019

THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

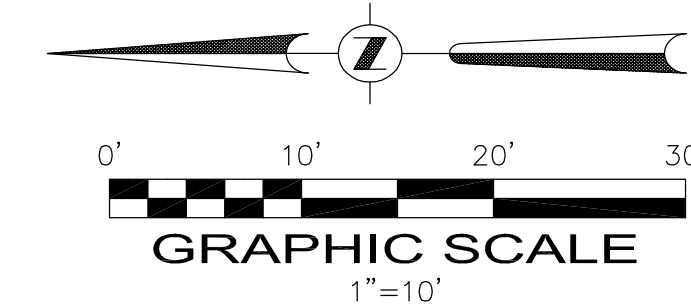


NOT TO SCALE



THE EAST 37.5 FEET OF LOT 33 AND THE WEST 25.0 FEET OF LOT 34, BLOCK 11, "OCEAN VUE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

- 1) THIS SITE CONTAINS 9,375 SQUARE FEET (0.2152 ACRES) (NET); 10,938 SQUARE FEET (0.2511 ACRES) (GROSS), MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #1930; ELEVATION: 24.74 FEET.
- 3) FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #125101 0179H; MAP DATE: 8/18/14.
- 4) THIS SITE LIES IN SECTION 5, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON THE SOUTH LINE OF BLOCK 11 BEING S88°28'55"W AS SHOWN F.D.O.T. MAP SECTION 86050-2510.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS $\pm 0.07'$. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS $\pm 0.07'$.
- 8) ALL REQUIRED DOCUMENTS ARE PER BROWARD COUNTY RECORDS, UNLESS OTHERWISE NOTED.
- 9) THE SITE CONDITIONS, EXISTING UTILITIES, EASEMENTS, RECORDS & USABLE RECORDS.
- 10) THIS SURVEY WAS PREPARED WITH BENEFIT OF AN OPINION IN TITLE PREPARED BY J. MICHAEL MARSHALL, ESQ., DATED SEPTEMBER 17, 2019. THE FOLLOWING ITEM IS AN EXCEPTION IN SAID OPINION:
FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 3118, PAGE 47 APPLIES TO THE SITE AS DEPICTED HEREON.



THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, & 11 OF TABLE A THEREOF.

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
 STATE OF FLORIDA

5				 7-ELEVEN SITE #10440 1991 NE 2nd STREET DEERFIELD BEACH, BROWARD COUNTY FLORIDA 33441
4				
3				
2	REVIEW OPINION OF TITLE		L.S.	
1	#66149-ORIGINAL SURVEY-6/27/19		M.D.	
NO.	REVISIONS		BY	

POLICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@policeandlandsurveyors.com
WEBSITE: www.policeandlandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

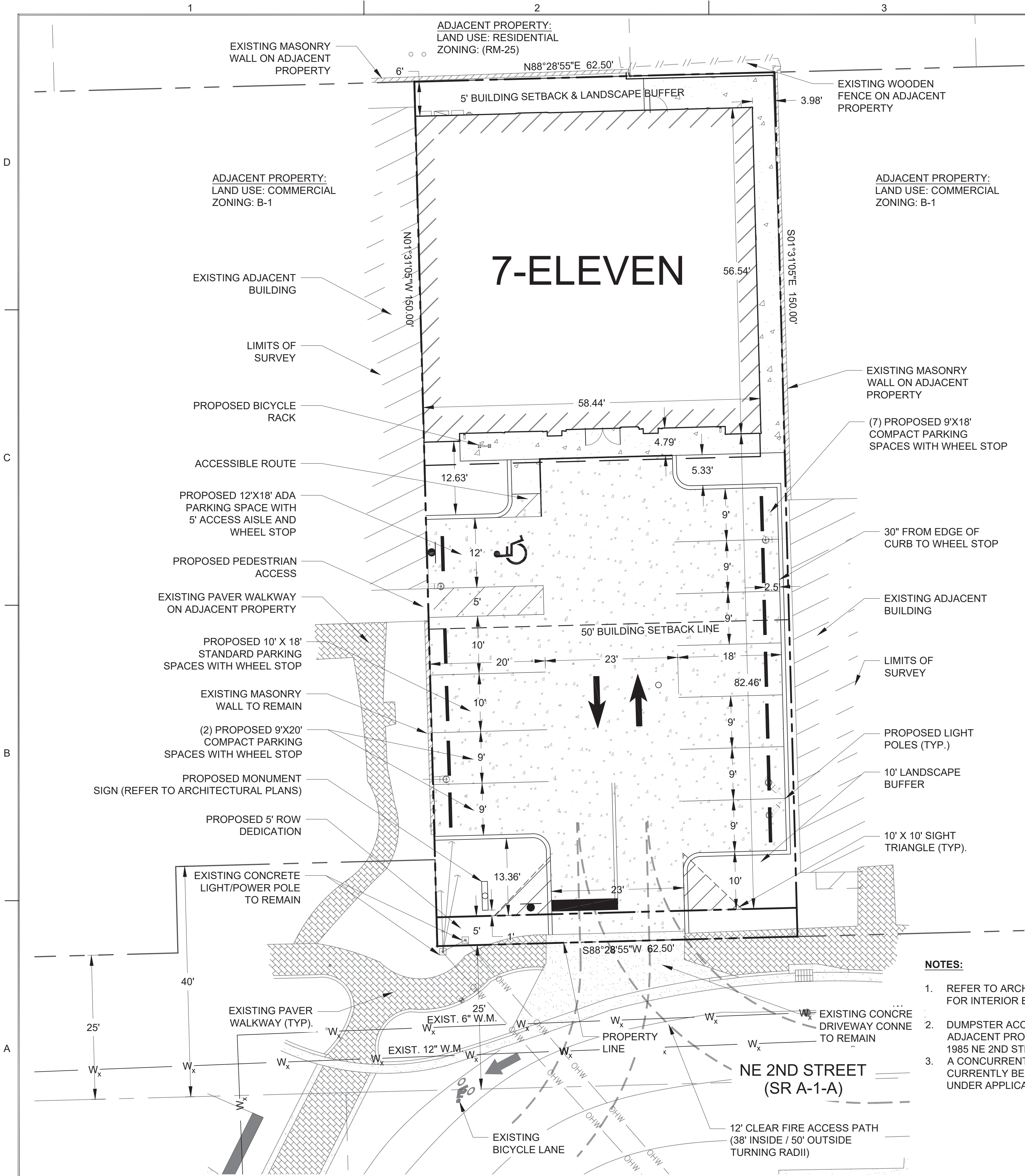
DRAWN BY: M.D.
CHECKED BY: J.E.F.

SCALE: 1" = 10'

SURVEY DATE: 6/27/1

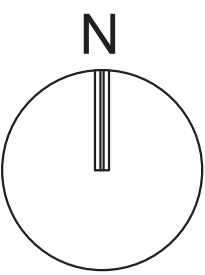
FILE: CREIGHTON CONSTRUCTION & MANAGEMENT
ORDER NO.: 66149

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ALL RIGHTS RESERVED. NO PART OF THIS SURVEY
MAY BE REPRODUCED, IN ANY FORM OR BY ANY
MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICER OF PULICE LAND SURVEYORS, INC.



LEGEND:

- EXISTING DRIVEWAY APRON
- EXISTING PAVER WALKWAY
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK



GRAPHIC SCALE



SCALE: 1"=10'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

LEGAL DESCRIPTION:

THE EAST 37.5 FEET OF LOT 33 AND THE WEST 25.0 FEET OF LOT 34, BLOCK 11, "OCEAN VUE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SITE DATA TABLE:

PROJECT ADDRESS: 1991 NE 2ND STREET, DEERFIELD BEACH, FL 33441			
PROJECT INFORMATION:			
LAND USE DESIGNATION:	COMMERCIAL		
ZONING DESIGNATION:	COMMUNITY BUSINESS (B-1)		
TYPE OF USE (<i>EXISTING & PROPOSED</i>):	CONVENIENCE STORE		
FOLIO NUMBER	484305022110		
	EXISTING	REQUIRED	PROPOSED
BUILDING AREA (S.F.)	2,400 SF	1,000 SF (MIN.)	3,500 SF
NET SITE AREA (S.F.) PER SURVEY	9,375 SF	5,000 SF (MIN.)	9,063 SF (1)
GROSS SITE AREA (S.F.) PER SURVEY	10,938 SF	N/A	N/A
(1) EXISTING LESS ROW DEDICATION PER PLAT# 19-P-221 (S.F.)			
	N/A	N/A	312.5 SF
ZONING DISTRICT REQUIREMENTS:			
	EXISTING	REQUIRED	PROPOSED
BUILDING HEIGHT	24 FT	45 FT (MAX.)	20 FT
BUILDING COVERAGE AREA	26%	50% (MAX.)	39%
LANDSCAPE COVERAGE / PERVIOUS AREA	30.28%	15% (MIN.)	13%
IMPERVIOUS AREA COVERAGE	69.72%	85% (MAX.)	87%
SETBACK REQUIREMENTS:			
	EXISTING	REQUIRED	PROPOSED
FRONT YARD	69.3 FT	10 FT	82.46 FT
SIDE (INTERIOR) YARD	0 FT	0 FT	0 FT
CORNER	N/A	N/A	N/A
STREET SIDE YARD	N/A	N/A	N/A
REAR YARD	33.5 FT	5 FT	6 FT
LANDSCAPE BUFFER:			
	EXISTING	REQUIRED	PROPOSED
FRONT YARD	VARIES	10 FT	10 FT
SIDE (INTERIOR) YARD	VARIES	5 FT	0 FT
STREET SIDE YARD	N/A	N/A	N/A
REAR YARD	27.8 FT	5 FT	6 FT
SITE AREA CALCULATIONS:			
IMPERVIOUS AREAS		PROPOSED	
PROPOSED BUILDING	3,500 SF		
VEHICLE USE AREAS	4,177 SF		
SIDEWALKS/CONCRETE	214.1 SF		
TOTAL IMPERVIOUS (SF)	7,891.1 SF		
TOTAL IMPERVIOUS (%)	87%		
TOTAL LANDSCAPE / PERVIOUS AREAS (SF)	1,171.9 SF		
TOTAL LANDSCAPE / PERVIOUS AREAS (%)	13%		
PARKING REQUIRMENTS		REQUIRED	PROPOSED
CONVENIENCE STORE (3,500 SF @ 1 PER 150)	8	23	
PROVIDED PARKING SPACE TYPE			
STANDARD SPACES: 10'X20'	2		
COMPACT SPACES: 9'X18'	7		
COMPACT SPACES: 9'X20'	2		
ADA SPACES: 12'X20'	1		
TOTAL PARKING			12

NOTES:

- REFER TO ARCHITECTURAL PLANS FOR INTERIOR BUILDING LAYOUT
- DUMPSTER ACCESS IS SHARED WITH ADJACENT PROPERTY LOCATED AT 1985 NE 2ND STREET
- A CONCURRENT PLAT APPLICATION IS CURRENTLY BEING PROCESSED UNDER APPLICATION NO. 19-P-221



301 East Atlantic Boulevard
Pompano Beach, FL 33060

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

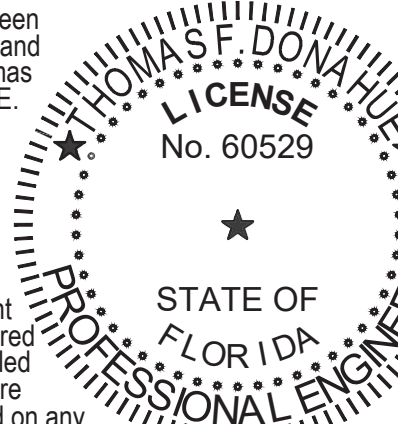
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.



STORE #10440
1991 NE 2ND STREET
DEERFIELD BEACH, FL 33441

SCALE:	AS NOTED
DATE ISSUED:	SEPTEMBER 2019
DRAWN BY:	AM
DESIGNED BY:	AM
CHECKED BY:	TD

This item has been digitally signed and sealed by Thomas F. Donahue, P.E. on the date adjacent to the seal.



Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: 2019.12.20 15:22:43-05'00'
THOMAS F. DONAHUE, P.E.
FLORIDA REG. NO. 60529
(FOR THE FIRM)

SHEET TITLE

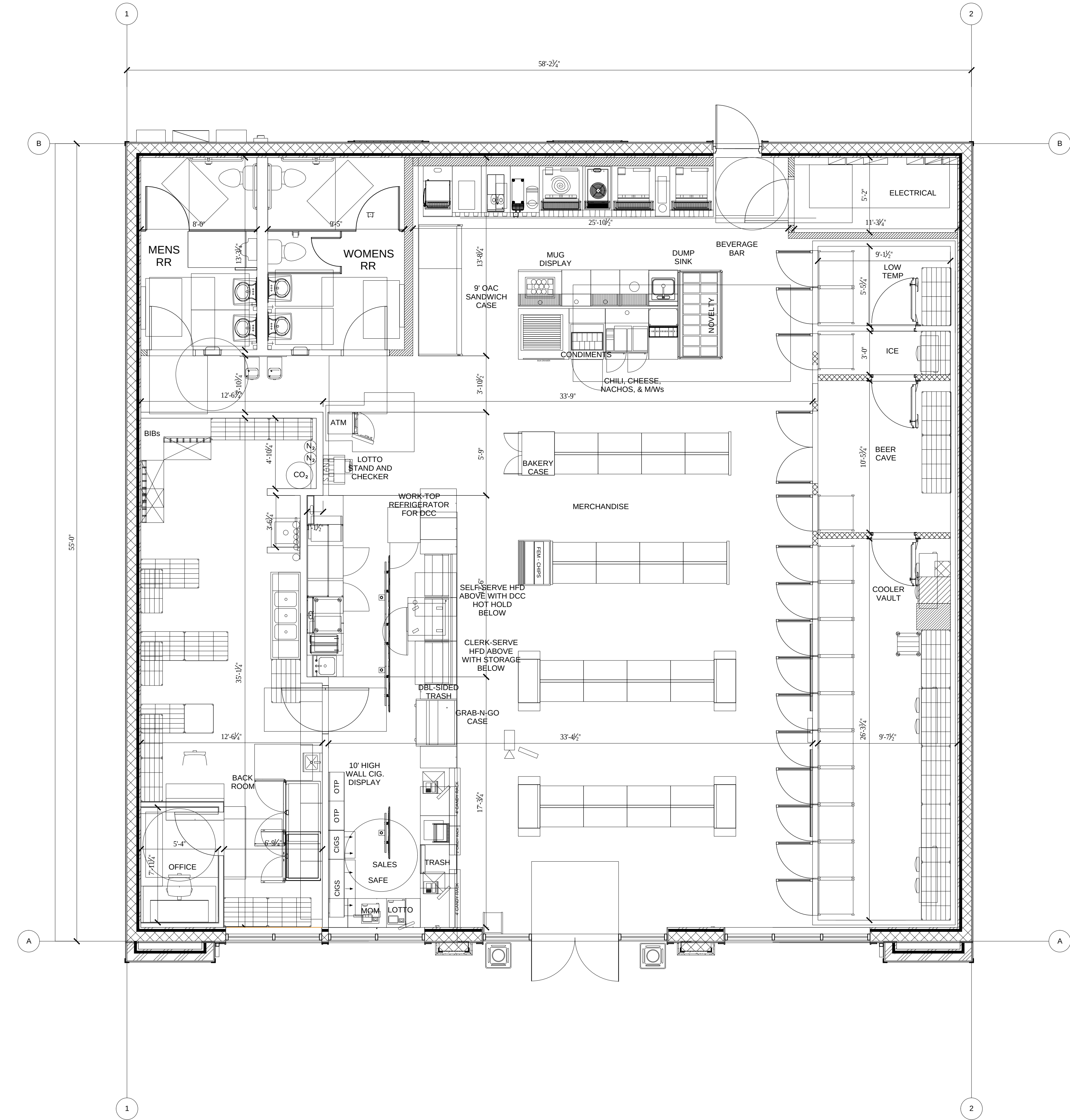
SITE PLAN

SHEET NUMBER

SP-101

SHEET of

PROJECT NO. 09725.73

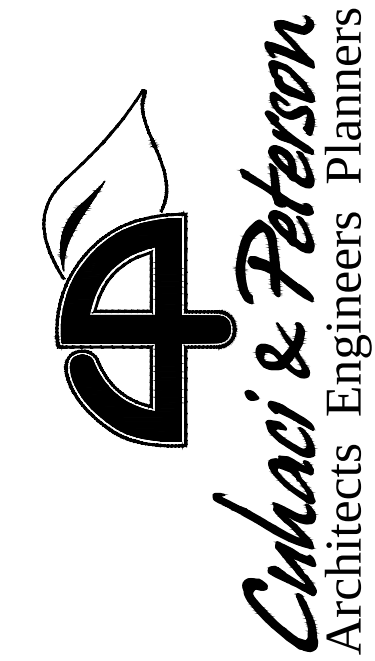


01 FLOOR PLAN
SCALE: 1/4"=1'-0"

WALL TYPE LEGEND

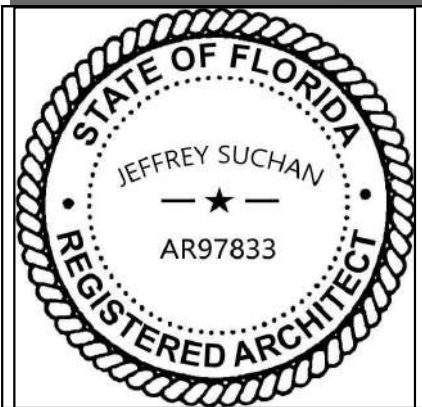
- EXTERIOR WALL
- COLUMN
- INTERIOR WALL
- PARTIAL HEIGHT WALL
- COOLER WALL

1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
P (407) 661-9101
www.c-p.com
Florida Corporate Certificate #AA 000026



CLIENT NAME
CREIGHTON CONST.
900 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL 33991

PROJECT NAME
7-ELEVEN - DEERFIELD B., FL
1991 NE 2ND STREET
DEERFIELD BEACH, FL



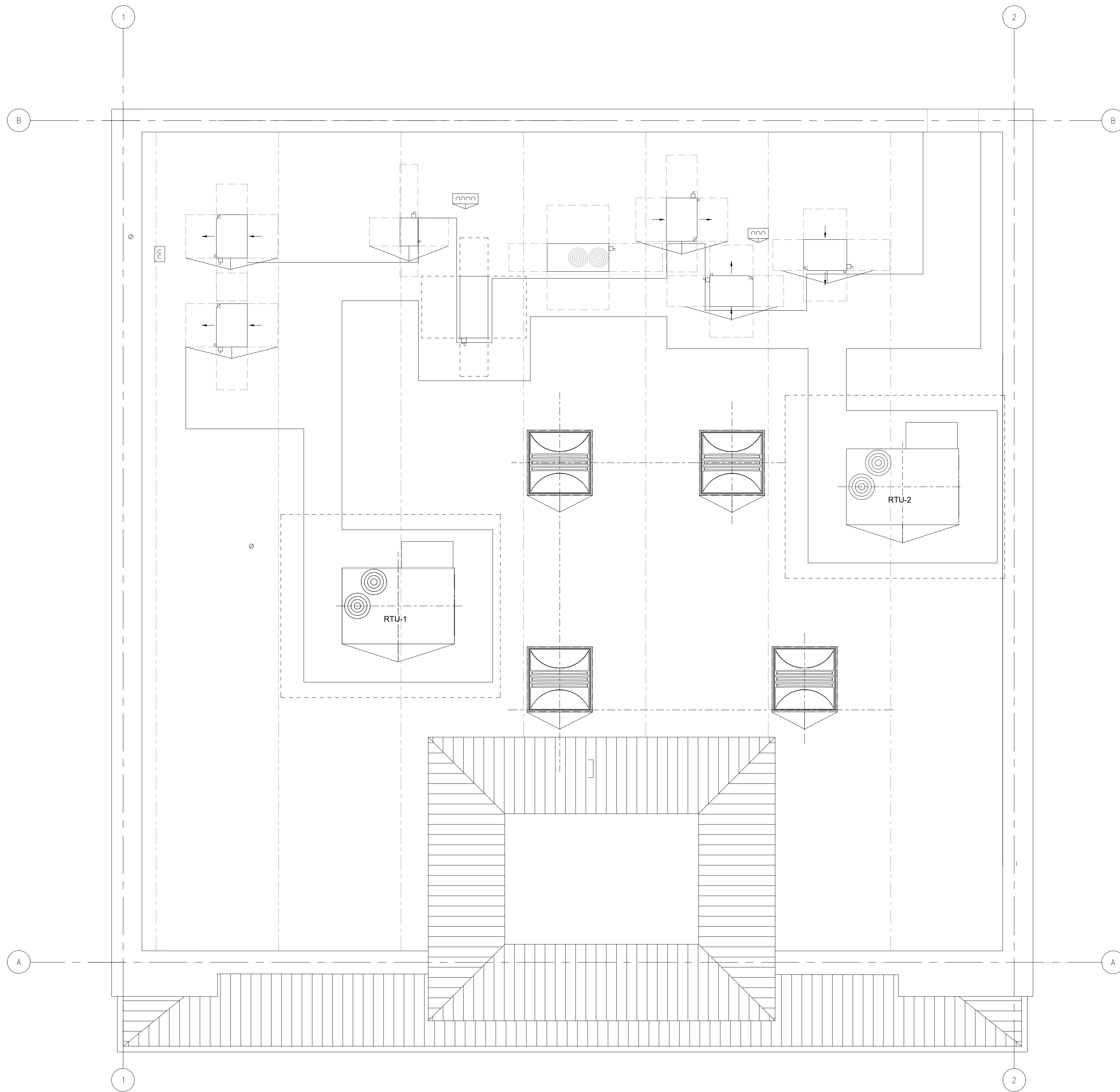
RELEASE

PROJECT NO. 2190532	DATE 11/16/19	DRAWN CS	CHECKED GEORGE RIZ
------------------------	------------------	-------------	-----------------------

A130

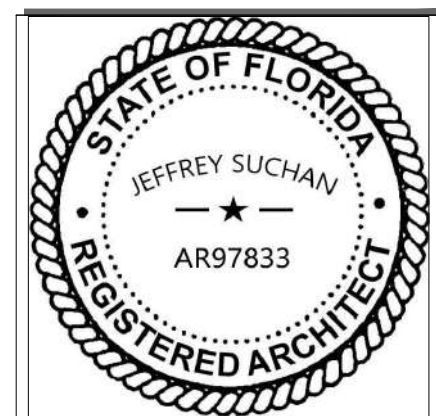
01 ROOF PLAN

SCALE: 1/4"=1'-0"



PROJECT NO.	2190532
DATE	11/16/19
DRAWN	CES
CHECKED	GEORGE AZZ

RELEASE



PROJECT NAME

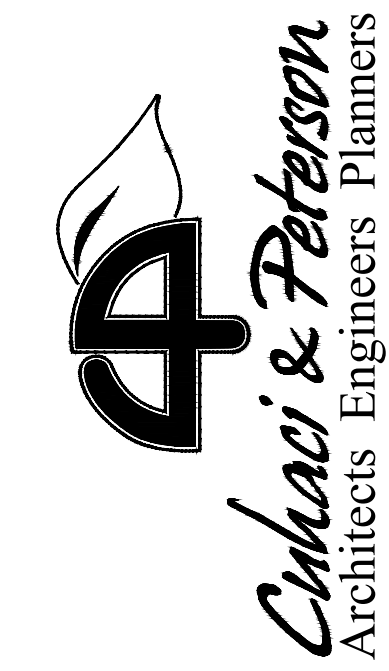
PROJECT NAME
7-ELEVEN - DEERFIELD B., FL
1901 NE 2ND STREET
DEERFIELD BEACH, FL

CLIENT NAME

CLIENT NAME

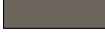
CREIGHTON CONST.
900 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL 33991

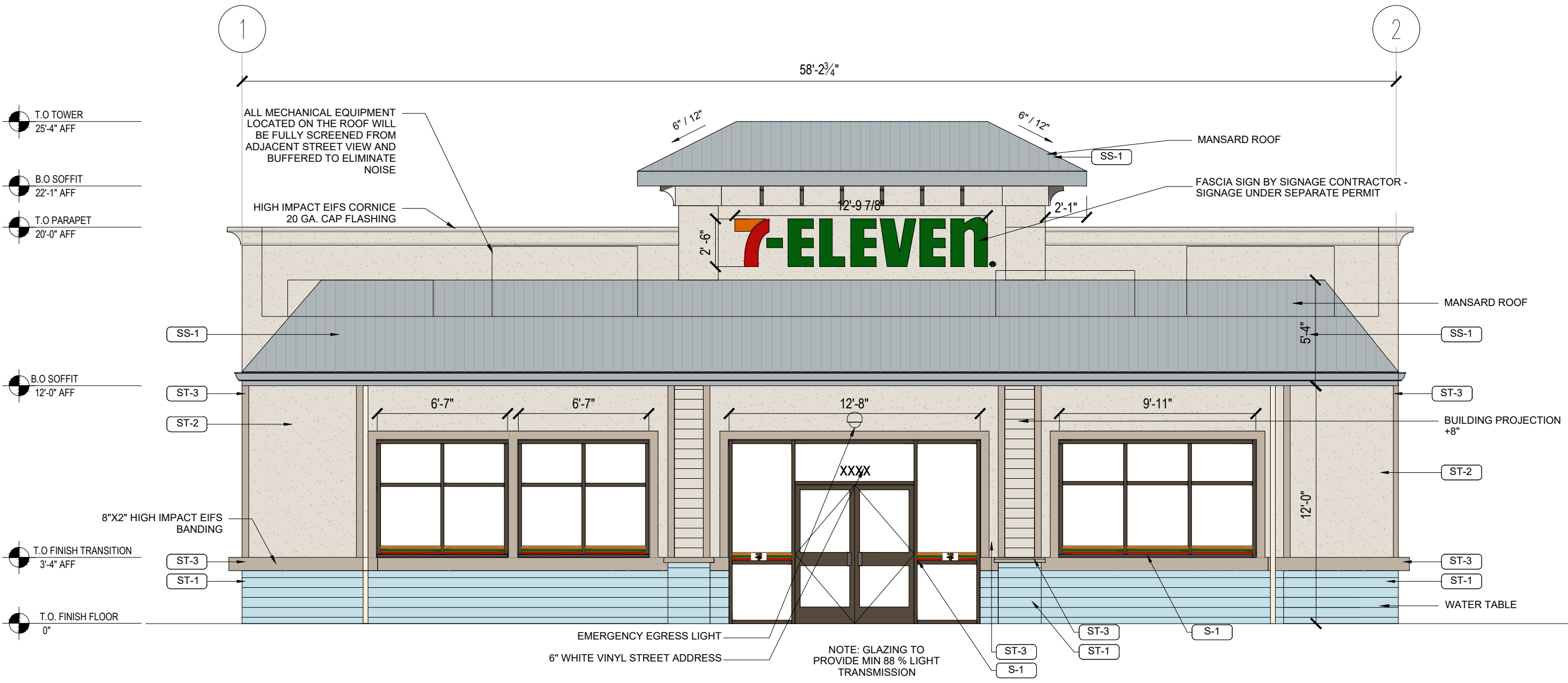
PROJECT NAME	7-ELEVEN - [REDACTED] 1991 NE 2ND STREET DEERFIELD BEACH, FL
SHEET TITLE	ROOF PLAN



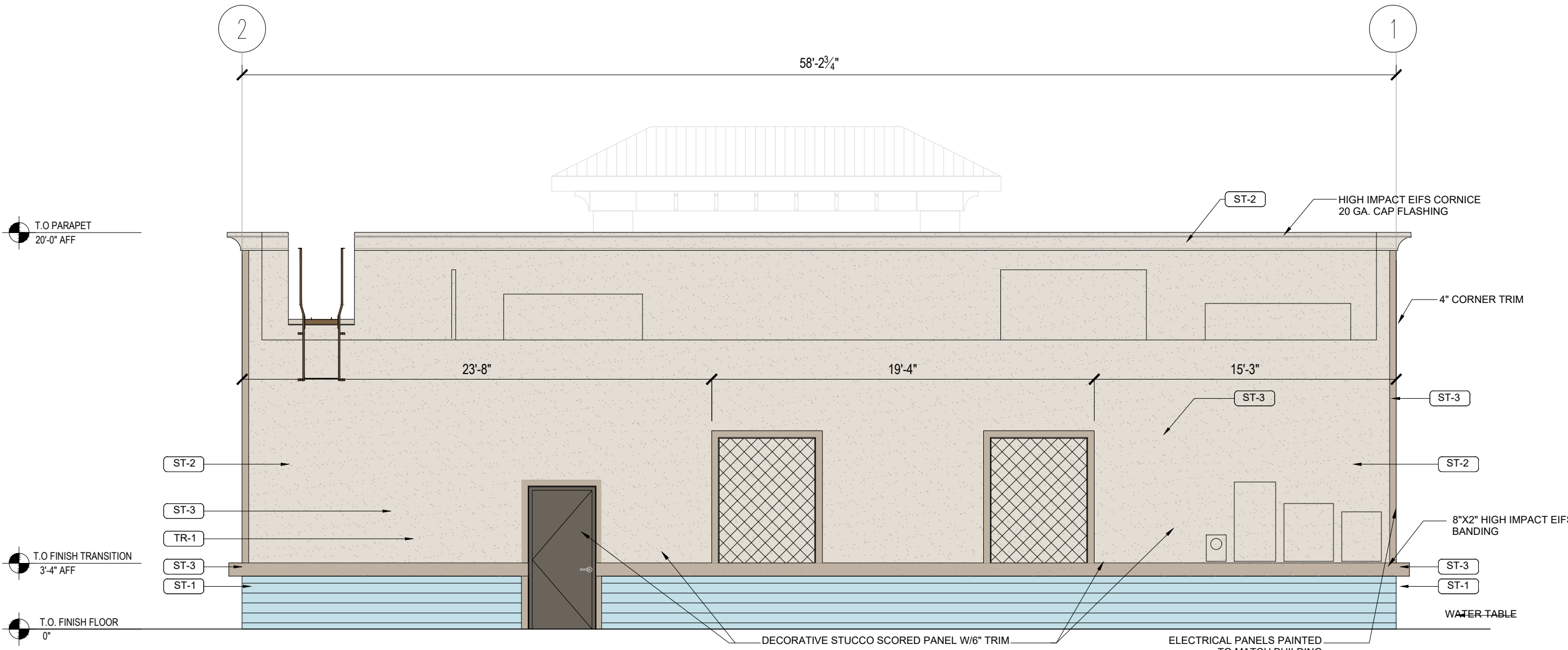
1925 Prospect Ave.
Orlando, FL 32814
P (407) 661-9100
P (407) 661-9101
www.c-p.com
Florida Corporate Certificate #FA C000526

A121

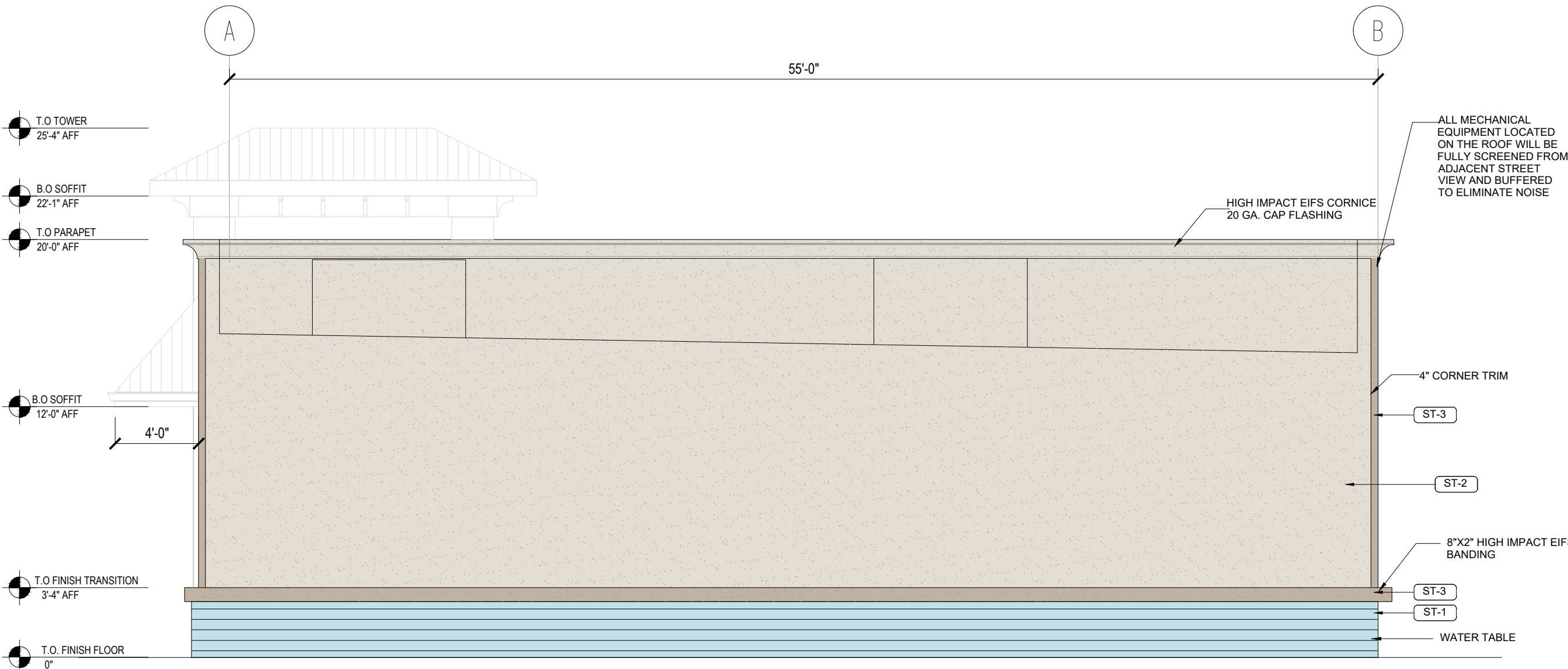
EXTERIOR MATERIALS SCHEDULE				
(NOT ALL MATERIALS IN SCHEDULE ARE USED)				
COLOR	NO.	MATERIAL	MANUFACTURER	COLOR
	ST-1	LAP SIDING BEAD PATTERN	DRYVIT	SOAR - SW 6799
	ST-2	STUCCO	DRYVIT	AESTHETIC WHITE - SW 7035
	ST-3	STUCCO	DRYVIT	BALANCED BEIGE - SW 7037
	TR-1	EXTERIOR HOLLOW METAL DOORS & FRAMES, FIBER CEMENT TRIM	SHERWIN WILLIAMS	PORPOISE - SW 7047
	S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER	DARK BRONZE
	SS-1	METAL STANDING SEAM	PAC-CLAD OR EQUAL	JUBILEE - SW 6248



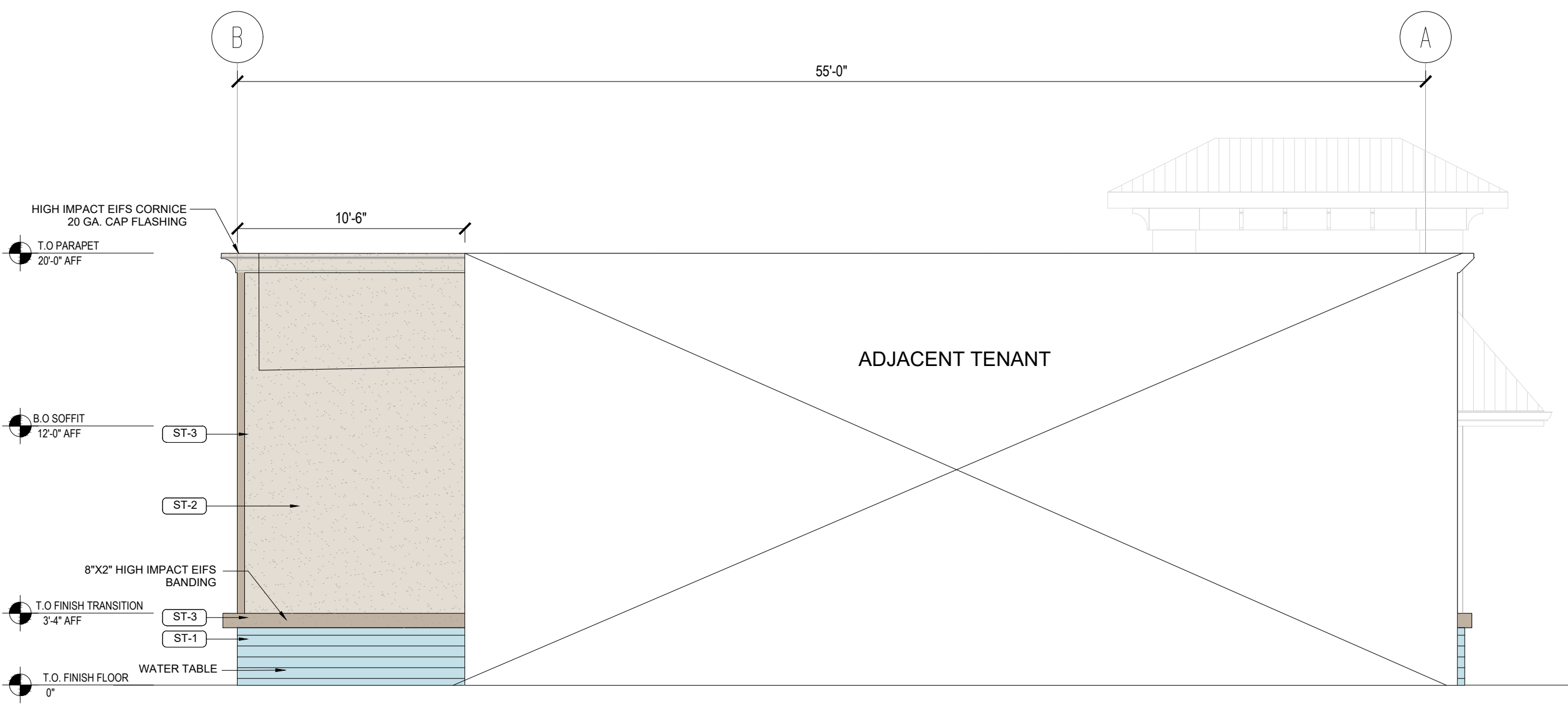
01 FRONT ELEVATION - SOUTH
SCALE: 3/16"=1'-0"



03 REAR ELEVATION - NORTH
SCALE: 3/16"=1'-0"



02 RIGHT ELEVATION - EAST
SCALE: 3/16"=1'-0"



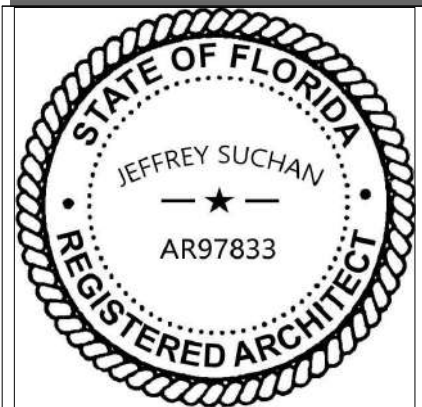
04 LEFT ELEVATION - WEST
SCALE: 3/16"=1'-0"

NOT FOR CONSTRUCTION

4
Cubaci & Peterson
Architects Engineers Planners

CLIENT NAME
CREIGHTON CONST.
900 SW PINE ISLAND ROAD, SUITE 202
CAPE CORAL, FL 33991

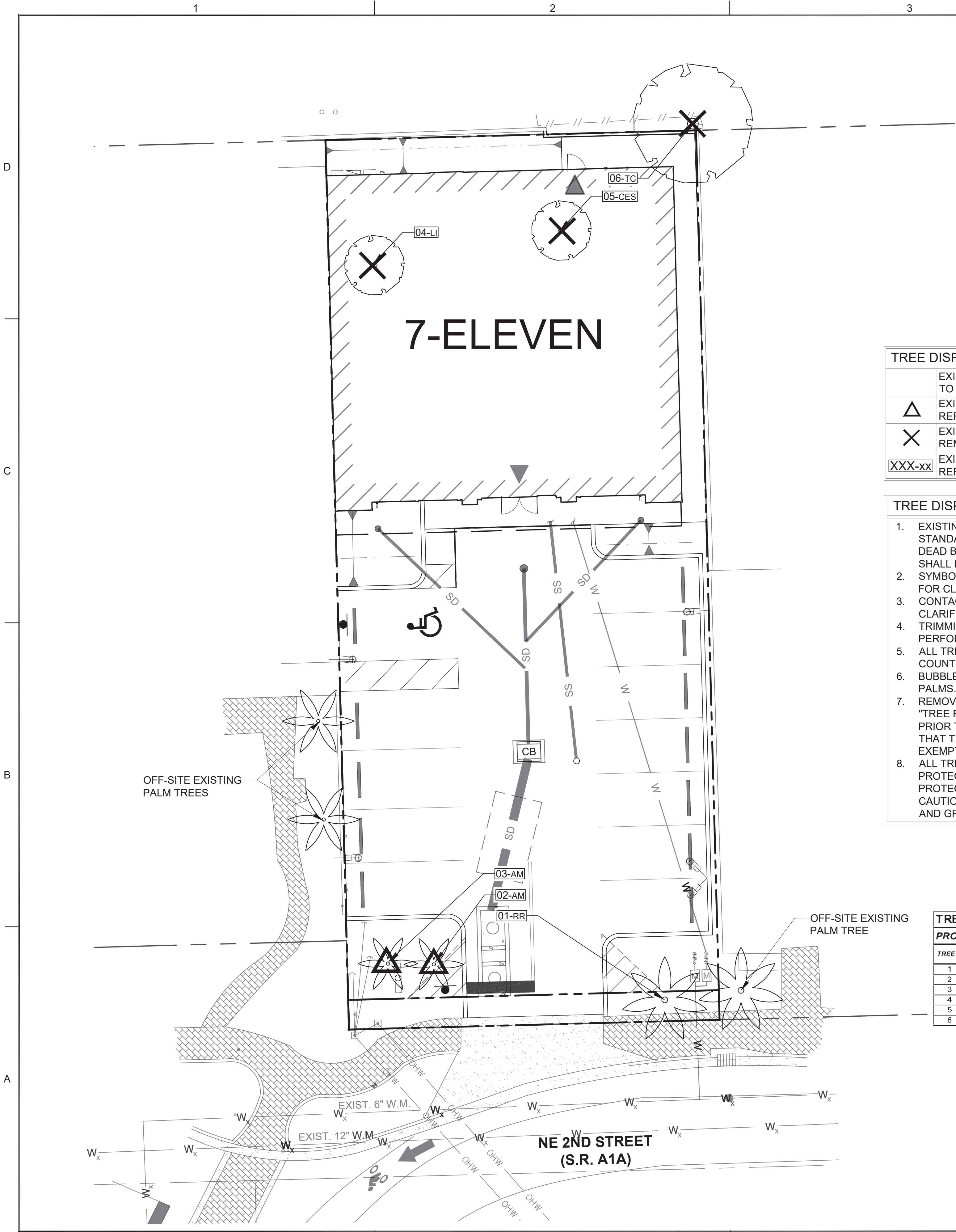
PROJECT NAME
7-ELEVEN - DEERFIELD B., FL
1891 NE 2ND STREET
DEERFIELD BEACH, FL



RELEASE	

PROJECT NO. 2190332	DATE 11/16/19	DRAWN CS	CHECKED GEORGE JZL
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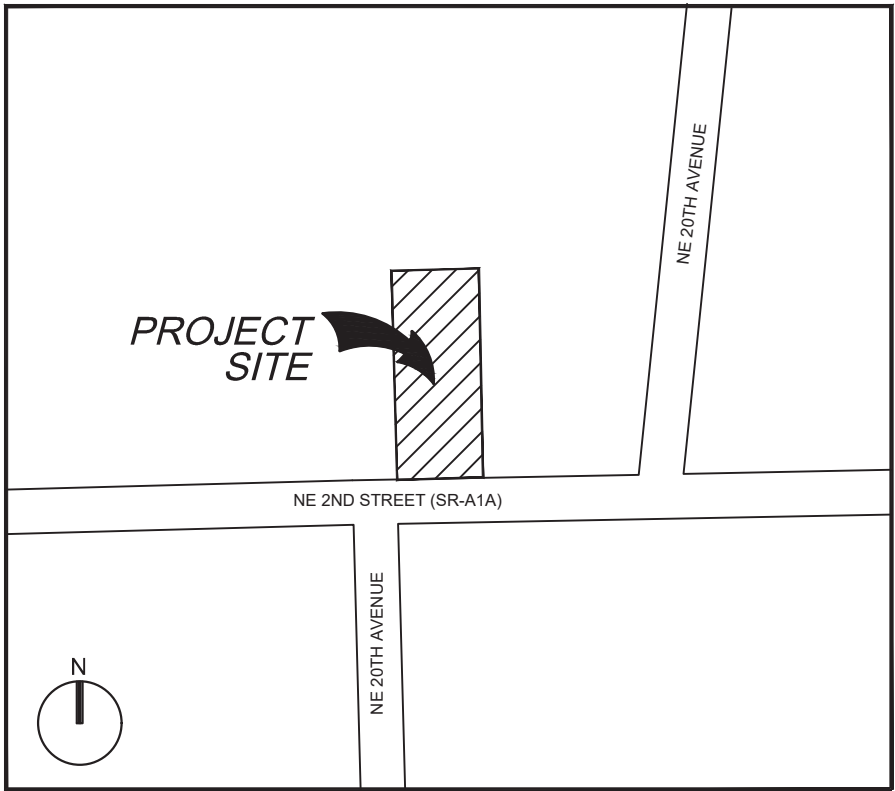
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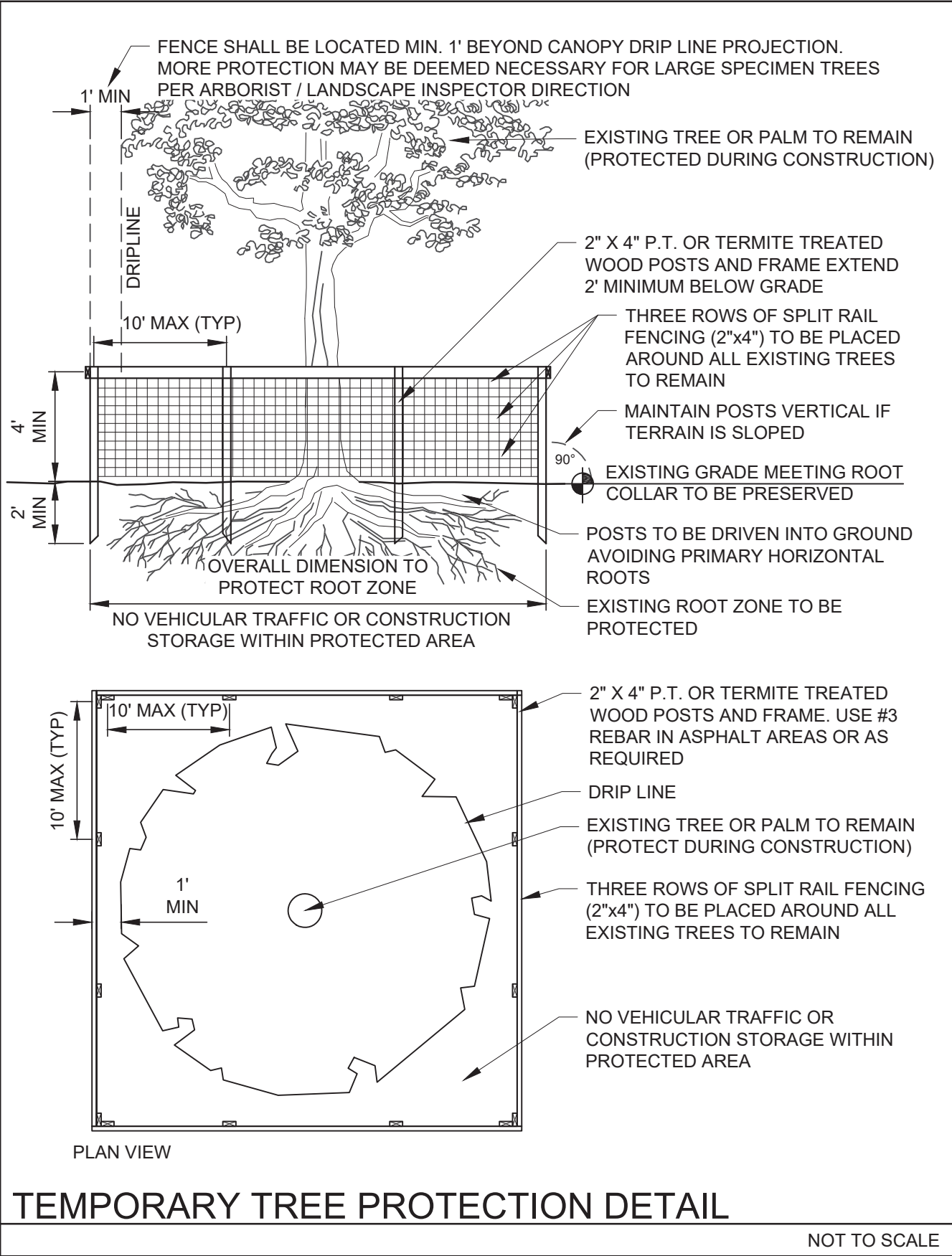
TREE DISPOSITION LEGEND:	
	EXISTING TREE/PALM TO REMAIN (NO SYMBOL); TO BE PROTECTED DURING CONSTRUCTION
△	EXISTING TREE/PALM TO RELOCATE REFER TO LANDSCAPE PLAN FOR NEW LOCATION
×	EXISTING TREE/PALM TO REMOVE REMOVE ALL CAT 1 INVASIVE EXOTICS (EX: BRAZ. PEPPER)
XXX-XX	EXISTING TREE/PALM NUMBER REFER TO TREE DISPOSITION TABLE ON LD-102

- TREE DISPOSITION NOTES:**
- EXISTING TREES TO REMAIN SHALL BE TRIMMED PER ANSI-A300 STANDARDS, REMOVING WEAKEST RUBBING BRANCHES AND DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LARGE TREES SHALL HAVE LOWER BRANCHES CLEARED UP TO 8'.
 - SYMBOLS MAY BE SHOWN OFFSET FROM ACTUAL TREE LOCATION FOR CLARITY.
 - CONTACT LANDSCAPE ARCHITECT / ISA CERTIFIED ARBORIST FOR CLARIFICATION ON ANY DISCREPANCIES.
 - TRIMMING AND ANY NECESSARY ROOT PRUNING SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST.
 - ALL TREE WORK REQUIRE PERMITTING BY A REGISTERED COUNTY TREE TRIMMER.
 - BUBBLERS SHALL BE PROVIDED FOR ALL RELOCATED TREES AND PALMS.
 - REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A WRITTEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY PRIOR TO REMOVAL. CONFIRM WITH LOCAL GOVERNING AGENCY THAT TREES CLASSIFIED AS NUISANCE/EXOTIC INVASIVE MAY BE EXEMPT.
 - ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REFER TO TREE PROTECTION DETAIL. THE CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK, ROOT ZONES AND GRADE.

TREE DISPOSITION TABLE									
PROJECT #: 09725.73		PROJECT NAME: 7 ELEVEN #10440, 1991 NE 2nd St, Deerfield Beach FL 33441							
TREE #	COMMON NAME	SCIENTIFIC NAME	DBH IN.	HT. FT.	CNTPY. FT.	TREE % CONDITION	TREE DISPOSITION	COMMENTS	
1	ROYAL PALM	"Roystonea elata"		10' C.T.	15	70	REMAIN		
2	CHRISTMAS PALM	"Veitchia merillii"		6' C.T.	10	75	RELOCATE	TRIPLE	
3	CHRISTMAS PALM	"Veitchia merillii"		6' C.T.	10	75	RELOCATE	TRIPLE	
4	CRAPE MYRTLE	"Lagerstroemia indica"	2	10	5	70	REMOVE		
5	SILVER BUTTONWOOD	"Conocarpus erectus sericeous"	2	10	5	50	REMOVE	LEANING	
6	TROPICAL ALMOND	"Terminalia catappa"	5.5	25	25	50	REMOVE	CO-DOMINANT, OBSTRUCTING UTILITY, CAT. 2 INVASIVE	
*Mitigation trees to be planted on site. Refer to sheet LP-101 for details.									

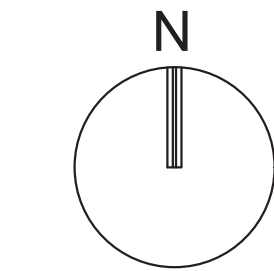


VICINITY MAP
(NOT TO SCALE)



TEMPORARY TREE PROTECTION DETAIL

NOT TO SCALE



GRAPHIC SCALE



SCALE: 1"=10'

NOTE: PRINTED DRAWING SIZE MAY HAVE
CHANGED FROM ORIGINAL. VERIFY SCALE
USING BAR SCALE ABOVE.



301 East Atlantic Boulevard
Pompano Beach, FL 33060

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.



STORE #10440
1991 NE 2ND STREET
DEERFIELD BEACH, FL 33441

SCALE: AS NOTED

DATE ISSUED: SEPTEMBER 2019

DRAWN BY: SR

DESIGNED BY: MP

CHECKED BY: MP

Digitally signed
by Michael J
Phillips
Date: 2019.12.20
14:15:22 -05'00'

MICHAEL J. PHILLIPS, RLA
FLORIDA REG. NO. LA0001540
(FOR THE FIRM)

SHEET TITLE

TREE
DISPOSITION
PLAN

SHEET NUMBER

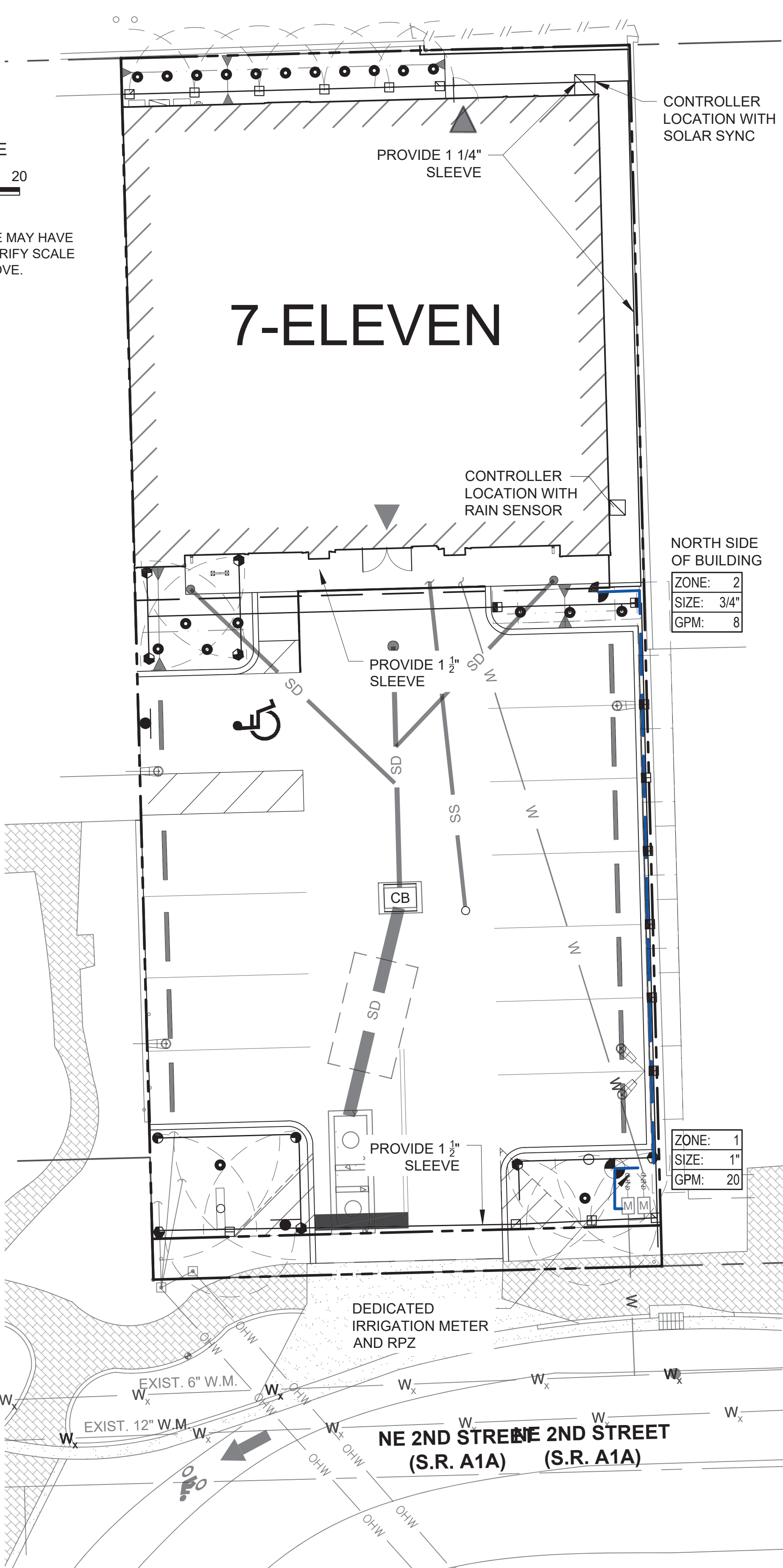
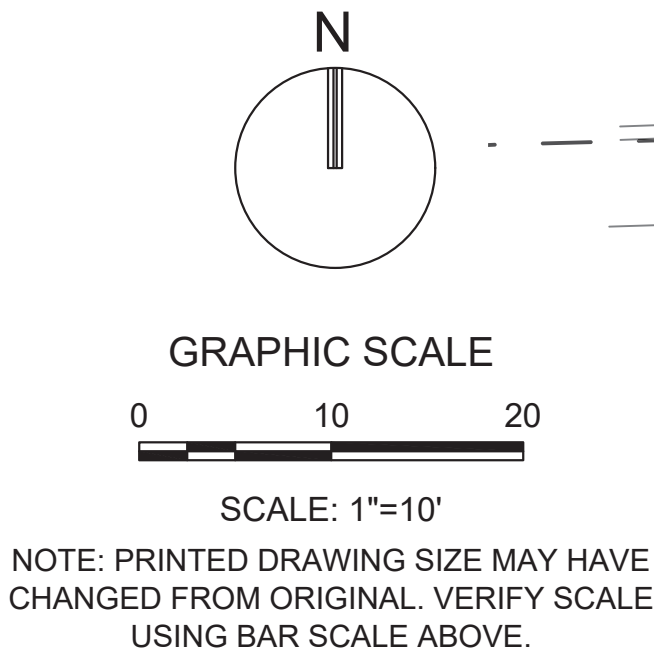
LD-101

SHEET of

PROJECT NO. 09725.73

IRRIGATION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL REQUIRED TO MAKE THE SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND/OR LOCAL CODES.
2. IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVEMENT SHALL BE SLEEVED. LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VISIT THE SITE PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH EXISTING CONDITIONS.
4. VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADJUSTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A AMETEK OR CARSON VALVE BOX. THE FLOW ADJUSTMENT FEATURE WILL BE USED TO BALANCE PRESSURE THROUGHOUT THE SYSTEM.
5. PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
6. THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER GROUNDING EQUIPMENT AND SURGE PROTECTION SHALL BE PROVIDED. A RAIN SENSOR SHALL BE INSTALLED TO OVER-RIDE THE CONTROLLER.
7. ALL HEADS ON RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
8. SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURES, FENCES, ETC. SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POP-UP MIST HEADS, 18" FOR SHRUB RISERS, 18" FOR ROTOR HEADS, AND TYPICALLY 5 FEET FOR ROTORS ALONG UNCURBED ROADWAYS.
9. ALL SLEEVING SHALL BE SCH 40 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED, A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL SLEEVES SHALL BE INSTALLED A MIN. OF 24" BELOW FINISH GRADE.
10. CONTROL WIRES SHALL BE UL APPROVED PE IRRIGATION CONTROL WIRE. USE 14 GAGE CONTROL WIRE AND 12 GAGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH OR THROUGH WIRE SLEEVES AT PAVEMENT CROSSINGS 24" BELOW FIN. GRADE. ALL SPLICES SHALL BE MADE WITH WATERPROOF DIRECT-BURIAL SPLICE KITS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST VALVES IN EACH DIRECTION FROM THE CONTROLLER.
11. PIPING IN NARROW PLANTING AREAS, PARKING ISLANDS AND PLANTERS SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR ROOT BALLS. PIPE AS INDICATED ON PLAN IS SCHEMATIC AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
12. ALL GLUE JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND JOINED USING A SOLVENT CONFORMING WITH ASTM D2564.
13. SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 200 PVC; SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS 160 PVC. SYSTEM MAIN WILL BE SCH. 40 PVC TO SIZE INDICATED ON PLAN. ALL FITTINGS WILL BE SOLVENT WELD SCH 40 PVC. MAIN LINE SHALL HAVE 24" MINIMUM COVER; ALL OTHER PIPING WILL HAVE 12" MIN. COVER. ALL BACKFILL FOR PIPE TRENCHES SHALL BE CLEAN AND FREE OF FOREIGN DEBRIS AND SHARP OBJECTS; BACKFILLED TRENCHES SHALL BE PROPERLY COMPACTED. ALL MAIN LINES WILL BE INSTALLED A MIN. OF 3' FROM ANY TREE OR PALM.
14. WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION RATES OF SPRINKLERS SPECIFIED.
15. IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 100% OVERLAP MIN. PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
16. RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION (IF FROM WELL).
17. THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAJECTORY SPRAY HEADS TO MINIMIZE OVERSPRAY.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE.

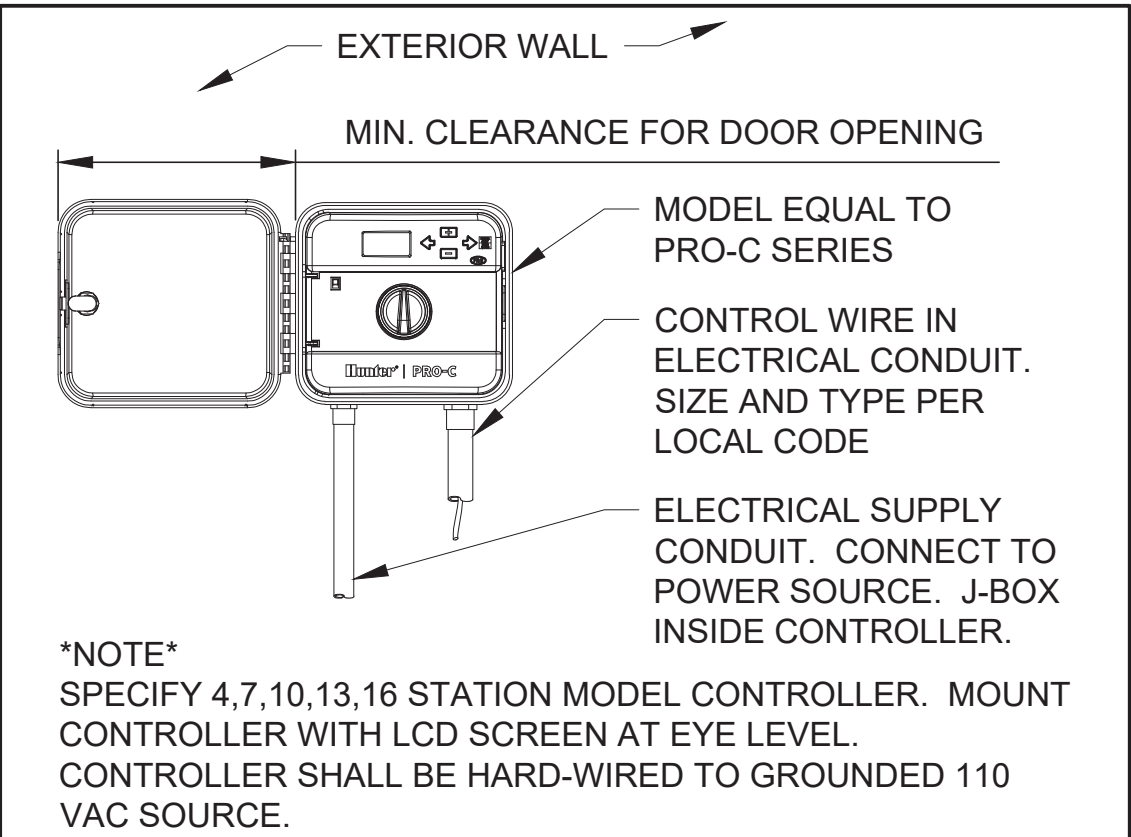


IRRIGATION LEGEND

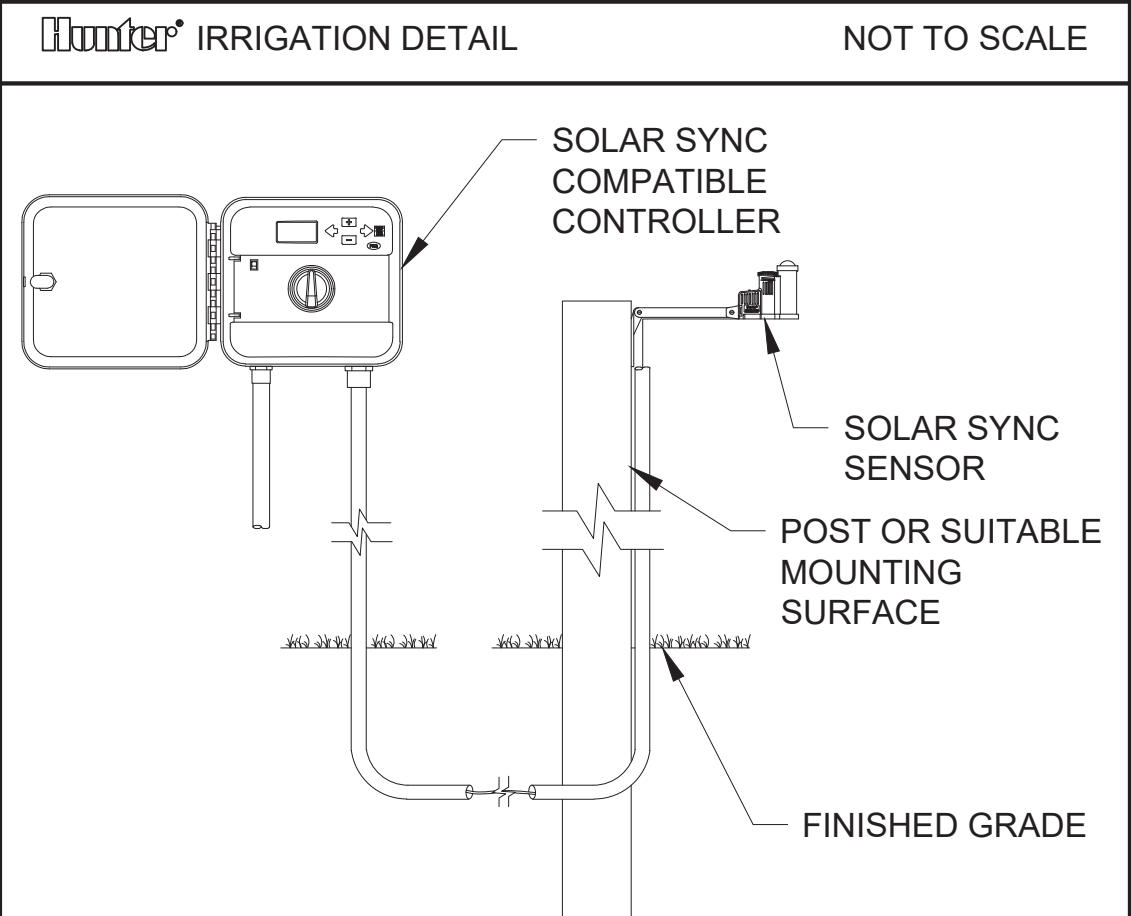
SYMBOL	DESCRIPTION
	HUNTER PGP 6" POP-UP ROTOR HEADS
	HUNTER I40 POP-UP ROTOR HEADS
	HUNTER SPRAY NOZZLES: 15' RADIUS, WITH PRO SPRAY BODY
	HUNTER SPRAY NOZZLES: 12' RADIUS, WITH PRO SPRAY BODY
	HUNTER SPRAY NOZZLES: 10' RADIUS, WITH PRO SPRAY BODY
	HUNTER SPRAY NOZZLES: 8' RADIUS, WITH PRO SPRAY BODY
	HUNTER SIDE SPRAY: SS530, WITH PRO SPRAY BODY
	HUNTER END SPRAY: ES515, WITH PRO SPRAY BODY
	HUNTER MULTI-STREAM BUBBLERS: MSBN SERIES
	HUNTER BUBBLERS: PCN SERIES
	ZONE VALVE: ELECTRONIC, EQUAL TO IRRITROL, SIZE PER PLAN, IN AMETEK OR CARSON 12"X18" VALVE BOX
	AMES BRASS GATE VALVE, SAME SIZE AS MAINLINE, IN 6" SCH 40 PVC COLLAR EXTENSION AND VALVE BOX
	HUNTER MODULAR IRRIGATION CONTROLLER EQUAL TO PRO-C SERIES WITH SOLAR SYNC RAIN SENSOR, TO BE LOCATED PER PLAN
	SLEEVES: SCH 40 PVC OR RATED EQUAL CLASS SLEEVES TO BE MIN. 24" AND MAX. 36" DEEP
	MAIN LINE: SCH 40 PVC WITH SCH 80 PVS FITTINGS THRUST BLOCKS AT STRESS POINTS, SITE PER PLAN
	LATERAL PIPING: PVC CLASS 200 PVC FITTINGS AND GLUE JOINTS, PER SPECIFICATIONS

NOTES:

1. ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE WITH 100% OVERLAP FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
2. A RAIN SENSOR MUST BE INSTALLED TO OVER-RIDE THE CONTROLLER.
3. BUBBLERS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND PALMS.
4. CONTRACTOR IS RESPONSIBLE FOR ALL CONDITIONS AND IRRIGATION SPECIFICATION ATTACHED TO THIS PLAN. PLAN AND SPECIFICATIONS SHALL BE CONSIDERED CONTRACT DOCUMENTS.
5. INVESTIGATE TO DETERMINE AND VERIFY THE LOCATION OF UNDERGROUND UTILITIES BEFORE EXCAVATION.
6. REFER TO DETAILS FOR ADDITIONAL IRRIGATION SPECIFICATIONS.



PRO-C CONTROLLER



SOLAR SYNC W/ WALL MOUNT CONTROLLER

Hunter IRRIGATION DETAIL NOT TO SCALE



301 East Atlantic Boulevard
Pompano Beach, FL 33060

PH: (954) 788-3400

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BID / CONTRACT NO. :

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PRELIMINARY PLAN
NOT FOR CONSTRUCTION

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STORE #10440
1991 NE 2nd STREET
DEERFIELD BEACH, FL 33441

SCALE:	AS NOTED
DATE ISSUED:	SEPTEMBER 2019
DRAWN BY:	SR
DESIGNED BY:	MP
CHECKED BY:	MP

Michael J. Phillips
Digitally signed by Michael J. Phillips
Date: 2019.12.20 14:16:11 -05'00'

MICHAEL J. PHILLIPS, RLA
FLORIDA REG. NO. LA0001540
(FOR THE FIRM)

SHEET TITLE

IRRIGATION
PLAN

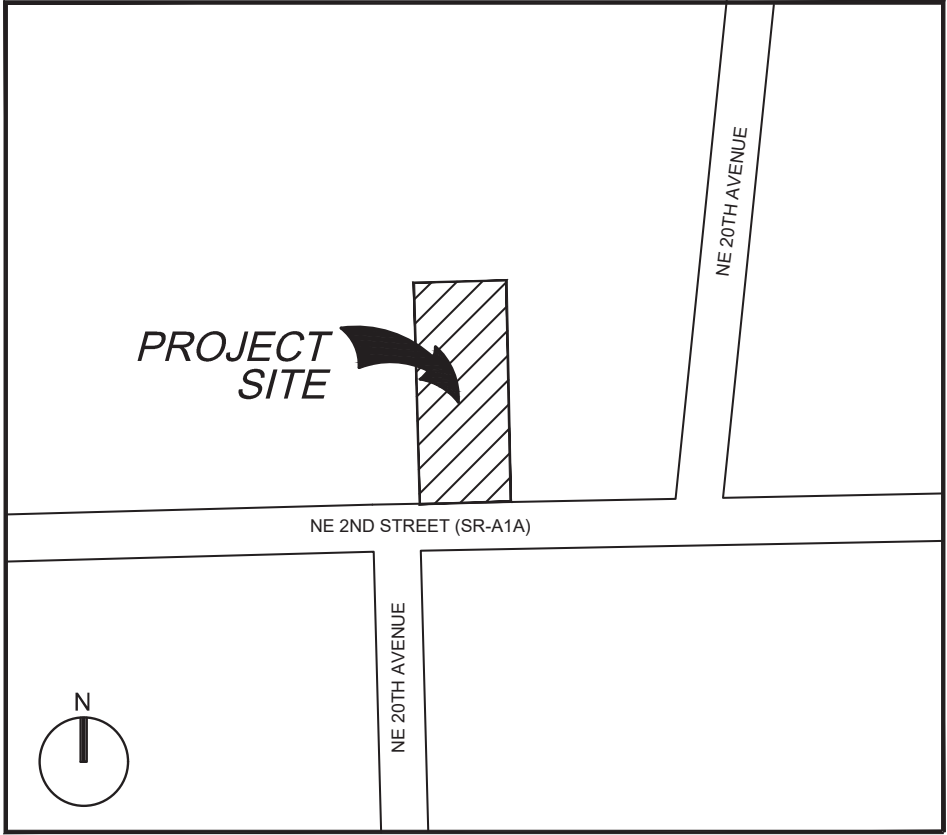
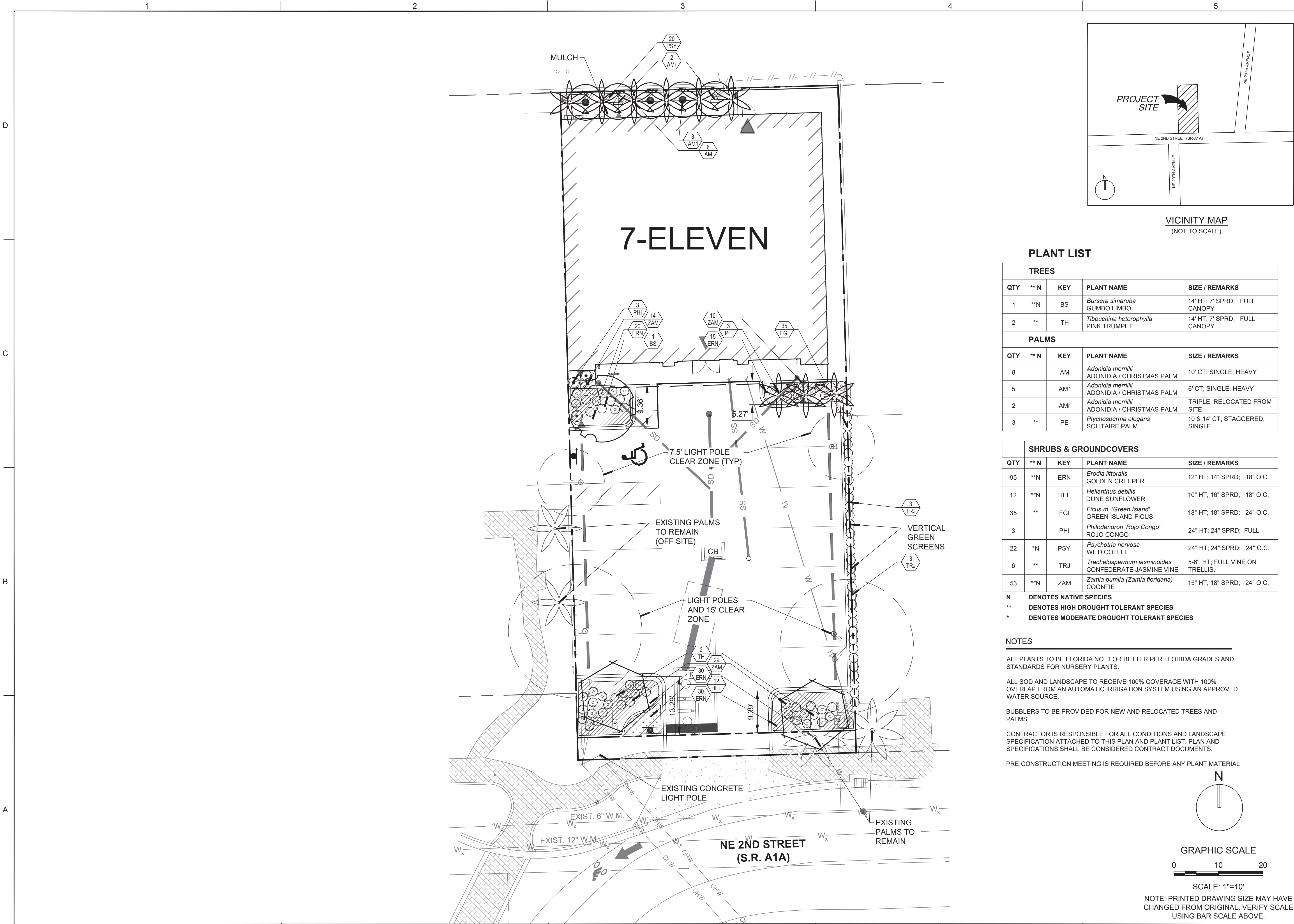
SHEET NUMBER

LI-101

SHEET of

PROJECT NO. 09725.73

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Layout Name: LI-101
Plotted on: Dec 20, 2019 - 2:11pm
Plotted by: MPhillips



VICINITY MAP
(NOT TO SCALE)

PLANT LIST

TREES				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
1	**N	BS	<i>Bursera simaruba</i> GUMBO LIMBO	14' HT; 7' SPRD; FULL CANOPY
2	**	TH	<i>Tibouchina heterophylla</i> PINK TRUMPET	14' HT; 7' SPRD; FULL CANOPY
PALMS				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
8		AM	<i>Adonidia merillii</i> ADONIDIA / CHRISTMAS PALM	10' CT; SINGLE; HEAVY
5		AM1	<i>Adonidia merillii</i> ADONIDIA / CHRISTMAS PALM	6' CT; SINGLE; HEAVY
2		AMr	<i>Adonidia merillii</i> ADONIDIA / CHRISTMAS PALM	TRIPLE, RELOCATED FROM SITE
3	**	PE	<i>Ptychosperma elegans</i> SOLITAIRE PALM	10 & 14' CT; STAGGERED; SINGLE

SHRUBS & GROUNDCOVERS				
QTY	** N	KEY	PLANT NAME	SIZE / REMARKS
95	**N	ERN	<i>Erodia littoralis</i> GOLDEN CREEPER	12" HT; 14" SPRD; 18" O.C.
12	**N	HEL	<i>Helianthus debilis</i> DUNE SUNFLOWER	10" HT; 16" SPRD; 18" O.C.
35	**	FGI	<i>Ficus m. 'Green Island'</i> GREEN ISLAND FIGUS	18" HT; 18" SPRD; 24" O.C.
3		PHI	<i>Philodendron 'Rojo Congo'</i> ROJO CONGO	24" HT; 24" SPRD; FULL
22	*N	PSY	<i>Psychotria nervosa</i> WILD COFFEE	24" HT; 24" SPRD; 24" O.C.
6	**	TRJ	<i>Trachelospermum jasminoides</i> CONFEDERATE JASMINE VINE	5-6" HT; FULL VINE ON TRELLIS.
53	**N	ZAM	<i>Zamia pumila (Zamia floridana)</i> COONTIE	15" HT; 18" SPRD; 24" O.C.

- N DENOTES NATIVE SPECIES
** DENOTES HIGH DROUGHT TOLERANT SPECIES
* DENOTES MODERATE DROUGHT TOLERANT SPECIES

NOTES

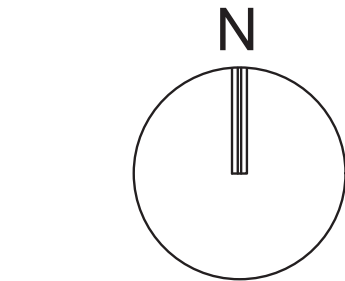
ALL PLANTS TO BE FLORIDA NO. 1 OR BETTER PER FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.

ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE WITH 100% OVERLAP FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.

BUBBLERS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND PALMS.

CONTRACTOR IS RESPONSIBLE FOR ALL CONDITIONS AND LANDSCAPE SPECIFICATION ATTACHED TO THIS PLAN AND PLANT LIST. PLAN AND SPECIFICATIONS SHALL BE CONSIDERED CONTRACT DOCUMENTS.

PRE CONSTRUCTION MEETING IS REQUIRED BEFORE ANY PLANT MATERIAL



GRAPHIC SCALE



SCALE: 1"=10'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.



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**PRELIMINARY PLAN
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STORE #10440
1991 NE 2nd STREET
DEERFIELD BEACH, FL 33441

SCALE: AS NOTED
DATE ISSUED: SEPTEMBER 2019
DRAWN BY: SR
DESIGNED BY: MP
CHECKED BY: MP

Digitally signed
by Michael J
Phillips
Date: 2019.12.20
14:16:58 -05'00'

MICHAEL J. PHILLIPS, RLA
FLORIDA REG. NO. LA0001540
(FOR THE FIRM)

SHEET TITLE

**LANDSCAPE
PLAN**

SHEET NUMBER

LP-101

SHEET of

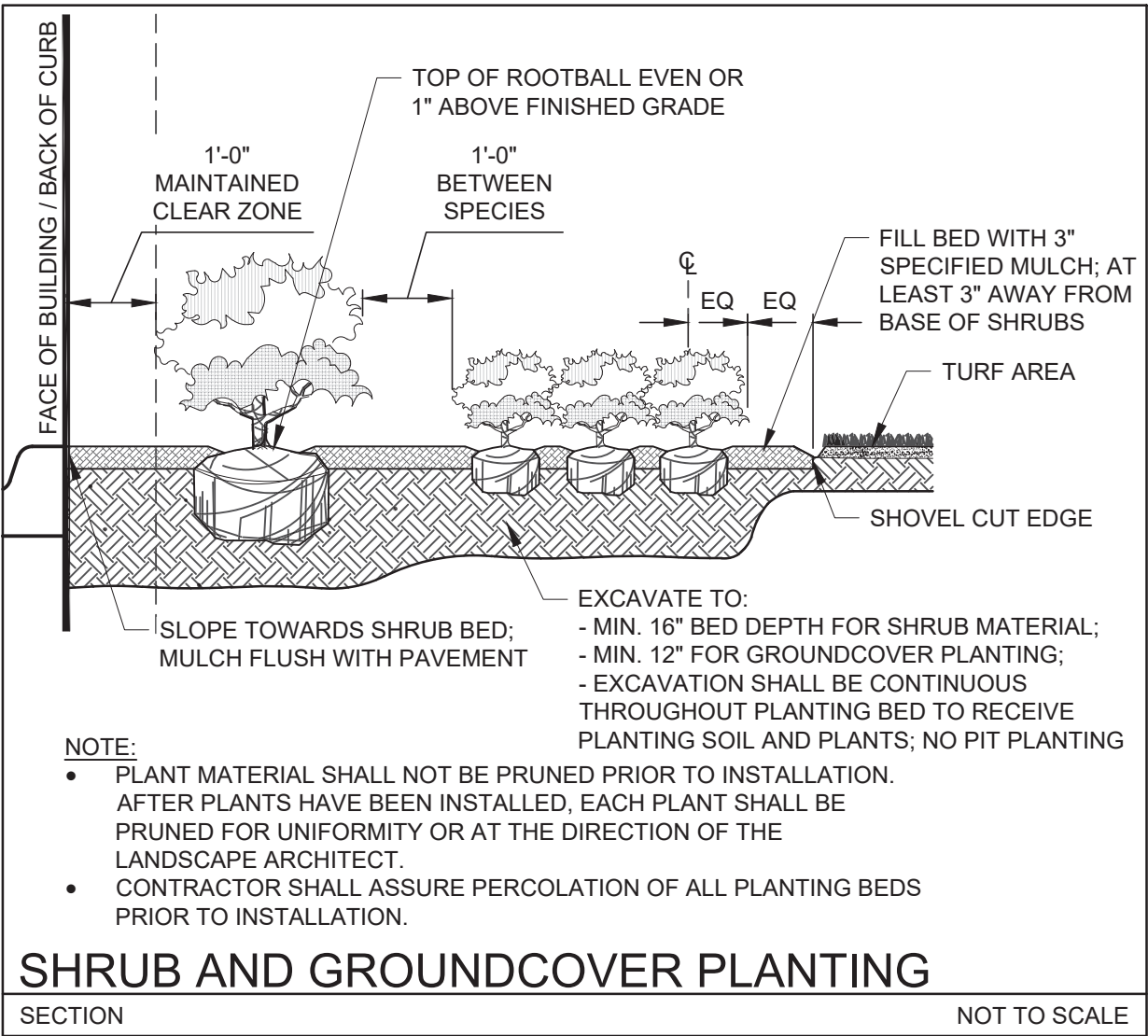
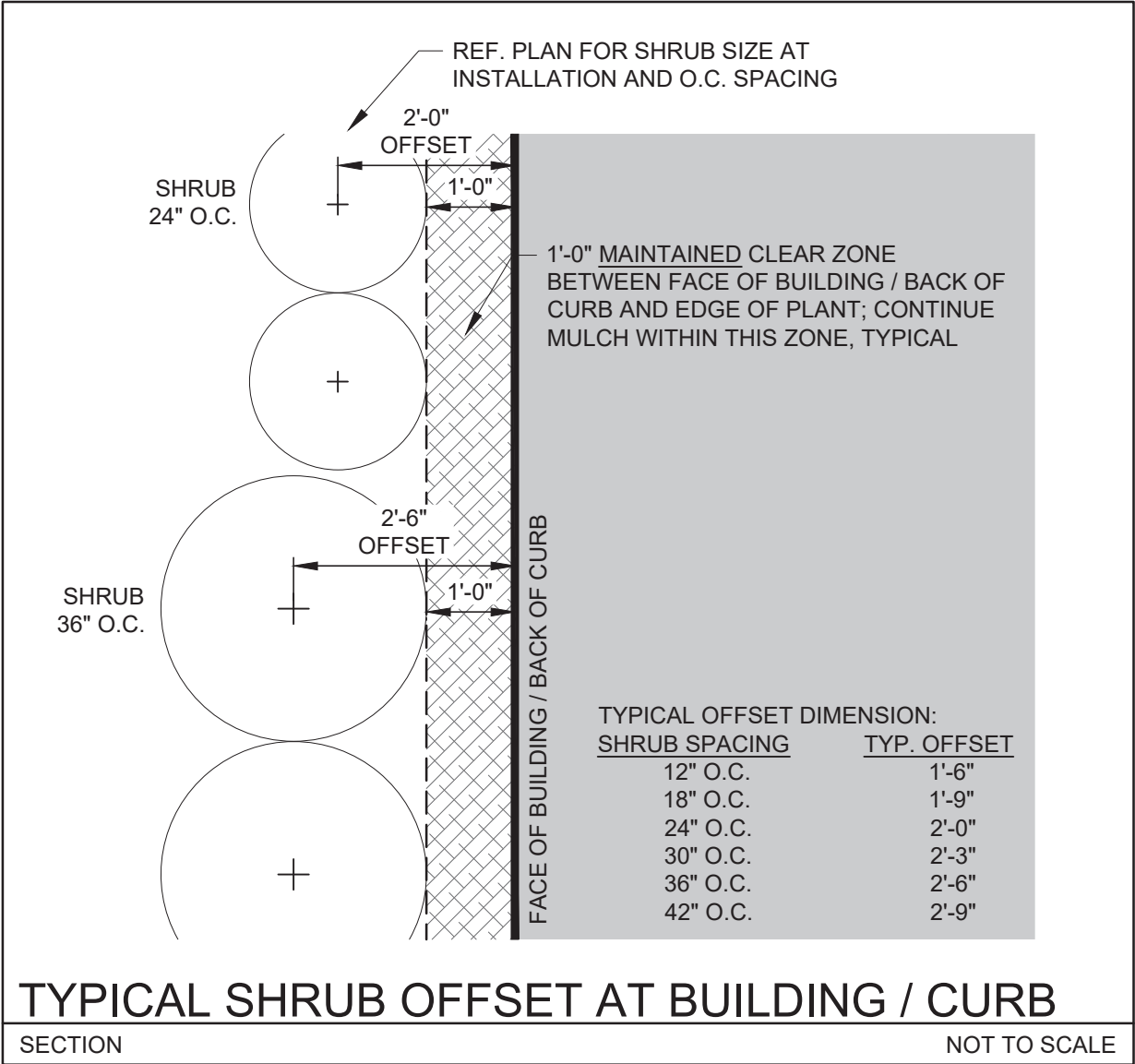
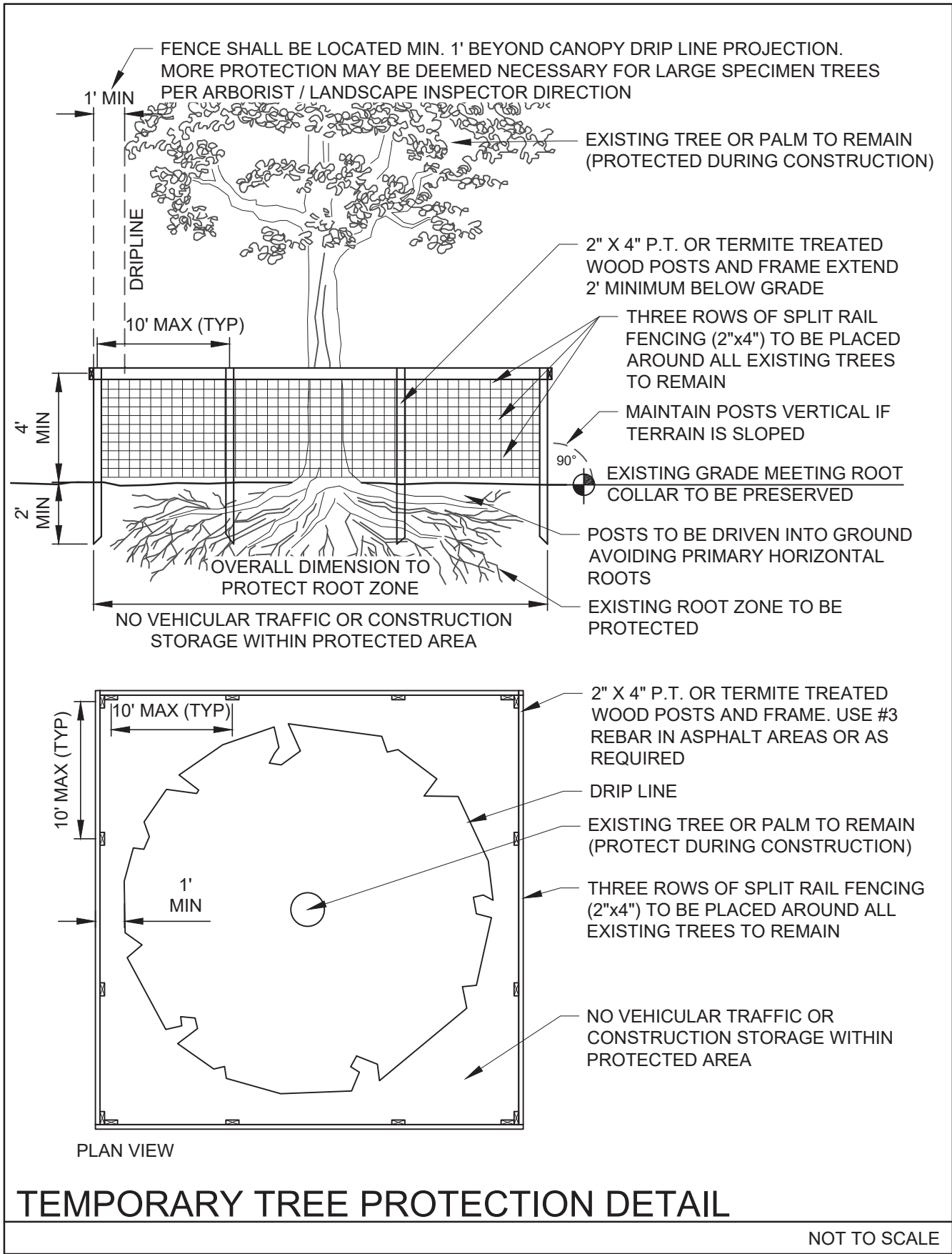
PROJECT NO. **09725.73**

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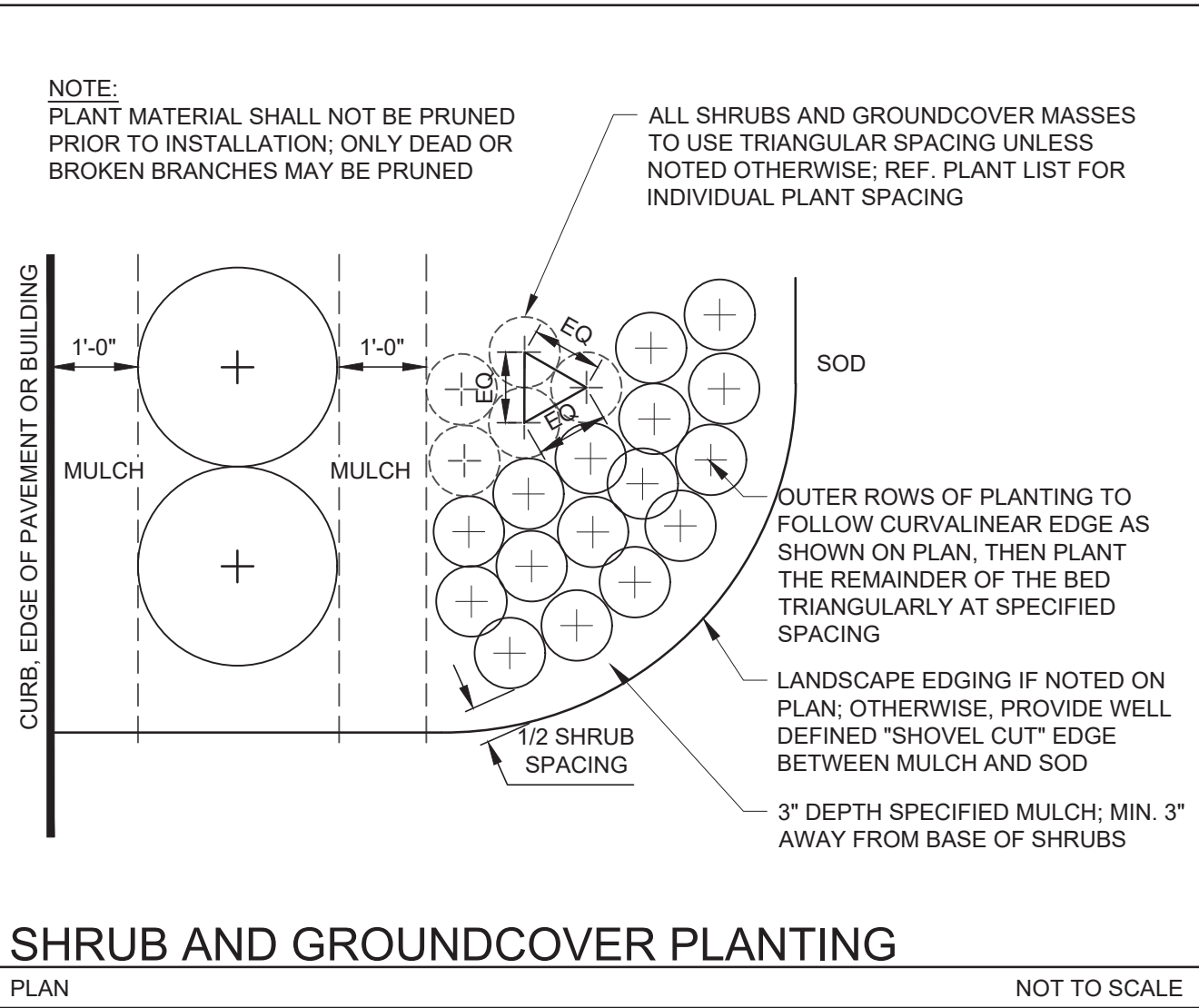
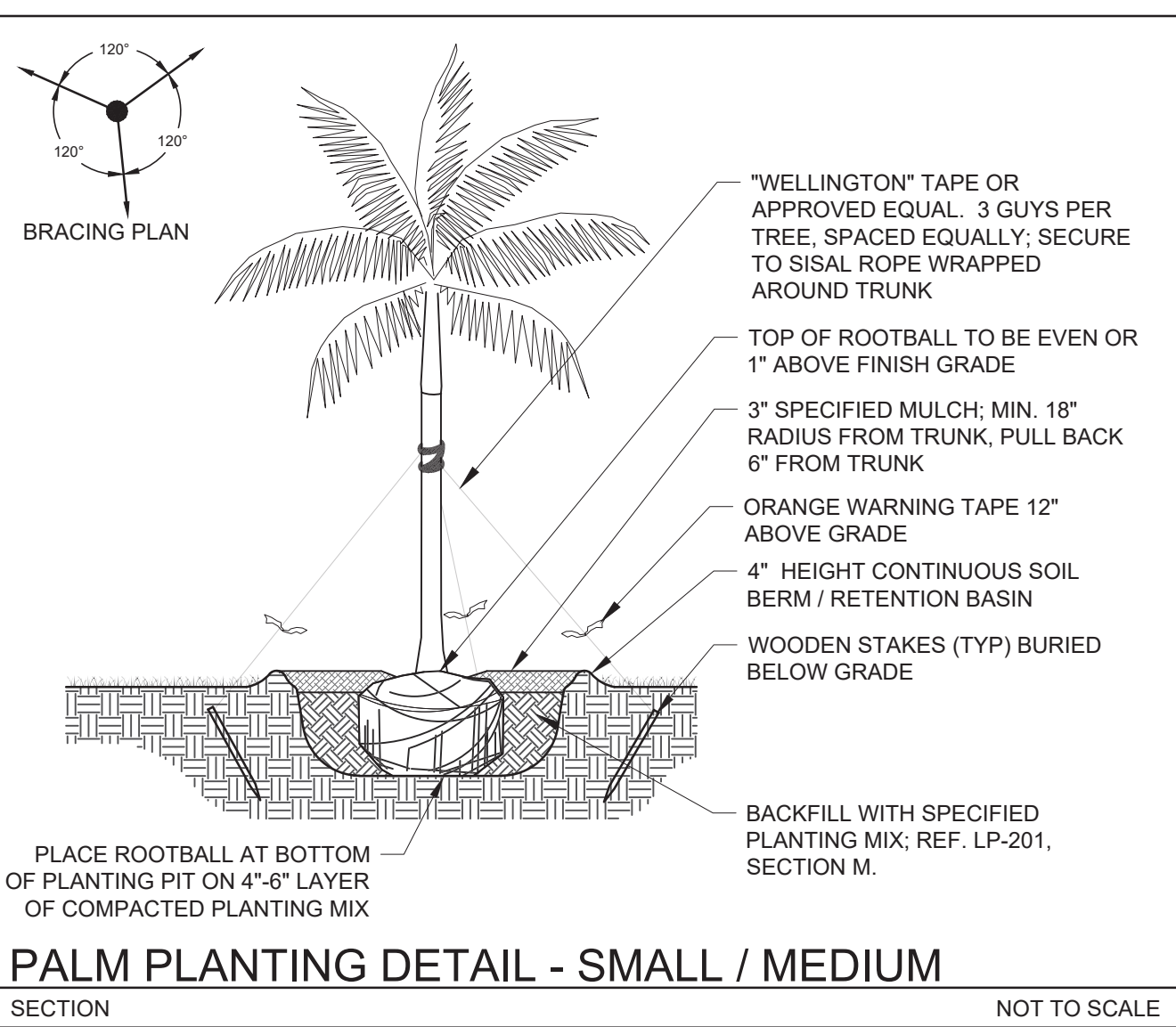
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- NOTE:
- ROOT BALL SIZE FOR ALL TREES AND PALMS TO BE IN PROPORTION TO SIZE AND TYPE OF PALM PER FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.



PLANTING SPECIFICATIONS

NOMENCLATURE: ALL PLANT MATERIAL USED SHALL BE TRUE TO NAME AND SIZE, AND SHALL CONFORM TO THE FLORIDA NURSERYMEN'S GRADES AND STANDARDS AS FLORIDA GRADE #1 OR BETTER.

PLANT LISTS: PLANT QUANTITIES, SIZES, AND LOCATIONS SHALL BE DETERMINED BY PLAN AND PLANT LISTS. PLANT HEIGHT AND SPREAD SHALL TAKE PRECEDENCE OVER CONTAINER SIZE. CONTAINER SIZE NOTED IS TO BE CONSIDERED MINIMUM. SPACING OF PLANT MATERIAL WILL BE DETERMINED BY PLANT LISTS AND DETAILS. QUANTITIES SHOWN ON PLANT LISTS ARE GUIDELINE ONLY. CONTRACTOR IS RESPONSIBLE FOR THE ACTUAL QUANTITIES INDICATED ON PLANS. DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

SUBSTITUTIONS: LANDSCAPE ARCHITECT TO REVIEW AND APPROVE ANY PLANT SUBSTITUTIONS. SUBSTITUTIONS SHALL BE PROVIDED AS AN ALTERNATE ON PROPOSALS.

PLANTING SOIL: TOPSOIL SHALL BE CLEAN, STERILE, AND FREE OF DEBRIS OR OTHER FOREIGN MATERIAL. TOPSOIL WHEN SUITABLE, SHALL BE USED FOR THE PLANTING OF TREES AND SHRUBS. THE EXISTING SOILS SHALL BE AMENDED WITH ORGANIC MATERIAL TO REDUCE THE PH LEVELS TO BETWEEN 5 AND 6. AMENDMENTS ARE TO BE INCORPORATED INTO THE PLANTING BACKFILL MATERIAL. GROUNDCOVER BEDS SHALL BE TOPPED WITH A MINIMUM 4" OF PLANTING SOIL. THE PLANTING SOIL TO BE MIXED INTO THE EXISTING SOILS DURING PLANTING.

SOIL ADDITIVES: ADDITIVES SUCH AS WATER ABSORBING POLYMERS ARE WELCOME ADDITIONS TO SOILS WHERE WATER RETENTION IS A PROBLEM.

FERTILIZER: SLOW-RELEASE GRANULAR FERTILIZER SIMILAR TO 12-4-12 FORMULA TO BE APPLIED AT PLANTING AT MANUFACTURERS RECOMMENDED APPLICATION RATES. TREE TABS SHALL BE USED FOR ALL TREES AND PALMS.

MULCH: A 3" DIAMETER MULCH RING WITH 3" OF APPROVED SHREDDED MULCH SHALL BE USED AROUND ALL FREE-STANDING TREES AND PALMS. SHRUB BEDS SHALL BE MULCHED WITH 3" OF APPROVED SHREDDED MULCH AS SHOWN ON PLAN.

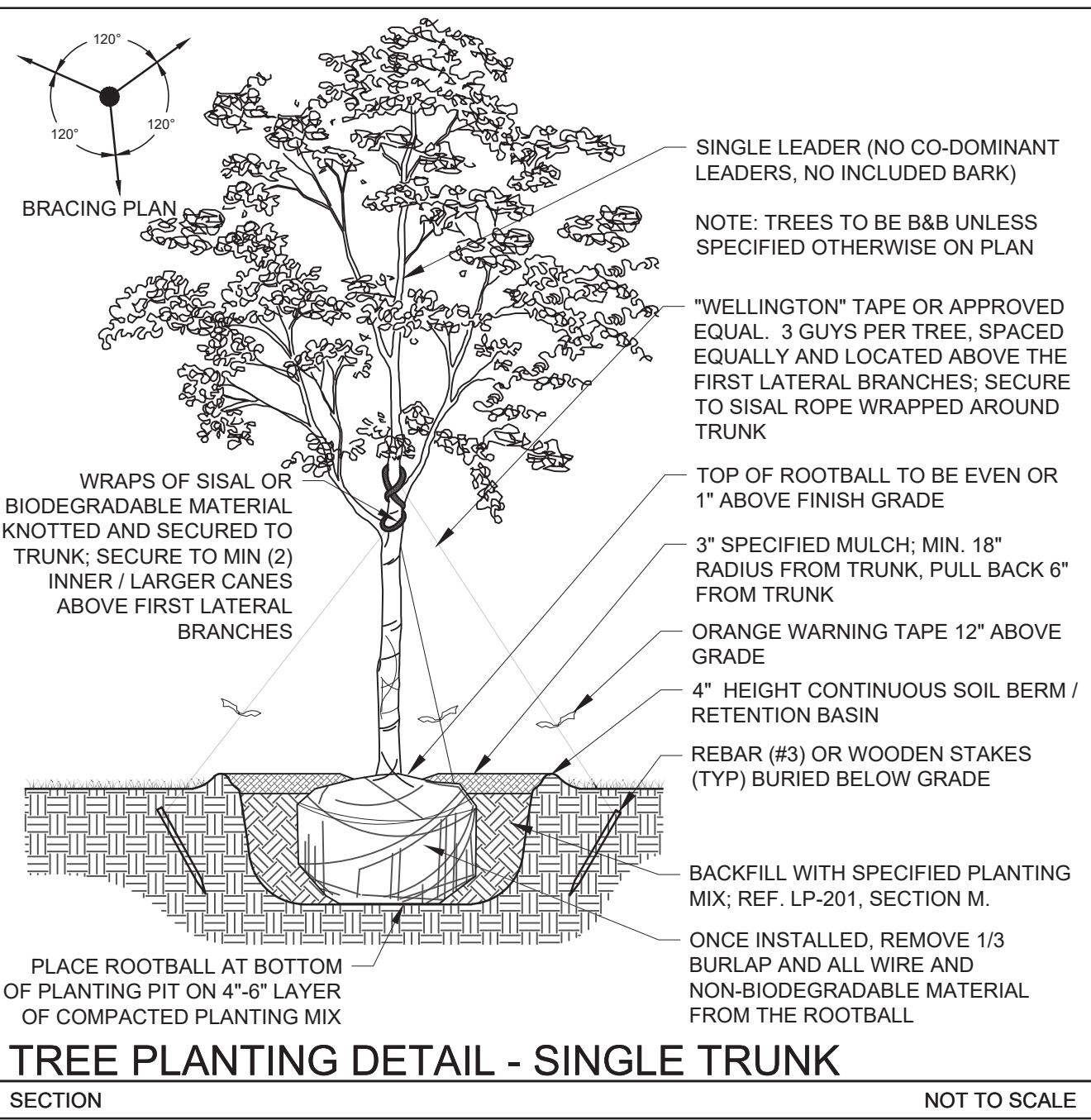
PLANTING PROCEDURE: ALL PLANTS SHALL BE PLANTED AT SOIL LEVELS AT WHICH THEY WERE PREVIOUSLY GROWN. SHRUB AND HEDGE MATERIAL SHALL BE PLANTED A MIN. 2" AWAY FROM WALLS OR OTHER OBSTRUCTIONS. LARGE MATERIAL SHALL BE PLANTED AWAY FROM OVERHANGS SO AS NOT TO AFFECT THE PLANT OR STRUCTURE IN THE FUTURE. UNSUITABLE SOIL OR SITE CONDITIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE G.C. AND THE LANDSCAPE ARCHITECT.

WATERING: ALL PLANT MATERIAL SHALL BE WATERED IN THOROUGHLY AT INSTALLATION SO AS TO REMOVE AIR POCKETS. WATERING IS THE RESPONSIBILITY OF THE CONTRACTOR, AND HE SHALL HAND WATER AS NECESSARY. A TEMPORARY WATERING SYSTEMS MAY BE NECESSARY FOR LARGE MATERIAL.

GUYING: PROPER SUPPORT OF TREES AND PALMS DURING THE GROW-IN PERIOD IS THE RESPONSIBILITY OF CONTRACTOR. STAKING SHALL BE PER INDUSTRY STANDARDS. NO HARM SHALL BE CAUSED BY THE STAKING PROCESS (I.E. BRACES ARE NOT TO BE NAILED INTO TREES). SEE ATTACHED DETAILS FOR EXAMPLES.

SOD: SOD SHALL BE DENSE, GREEN, AND WELL ROOTED, DISEASE FREE, AND FREE OF WEEDS, OR INSECTS. SOD SHALL BE WATERED TO A DEPTH OF 4" AFTER LAYING. ALL AREAS TO BE SODDED SHALL BE RAKED SMOOTH AND ALL DEBRIS REMOVED PRIOR TO INSTALLATION.

GUARANTEE: ALL PLANT MATERIALS SHALL BE GUARANTEED FOR 1 YEAR AFTER COMPLETION OF PROJECT. GUARANTEE APPLIES TO HEALTH, POSITION, AND SIZE. REPLACEMENT COST WILL BE CARRIED BY CONTRACTOR.



301 East Atlantic Boulevard
Pompano Beach, FL 33060

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO. :

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN NOT FOR CONSTRUCTION

THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS. RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.



STORE #10440
1991 NE 2nd STREET
DEERFIELD BEACH, FL 33441

SCALE:	AS NOTED
DATE ISSUED:	MARCH 2019
DRAWN BY:	SR
DESIGNED BY:	MP
CHECKED BY:	MP

Digitally signed by Michael J Phillips
Date: 2019.12.20 14:17:33 -05'00'

MICHAEL J. PHILLIPS, RLA
FLORIDA REG. NO. LA0001540
(FOR THE FIRM)

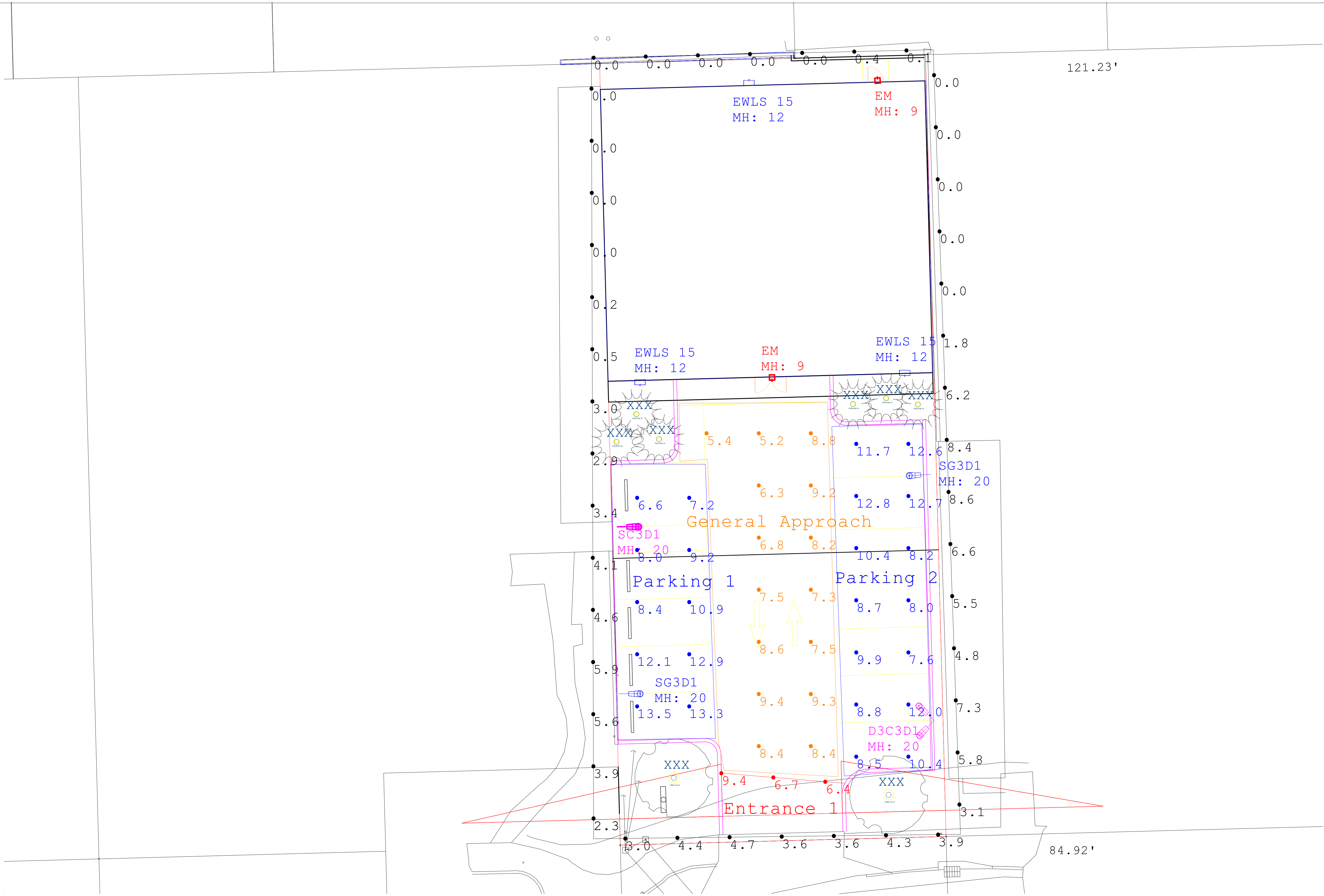
SHEET TITLE

LANDSCAPE
NOTES & DETAILS

SHEET NUMBER
LP-201

SHEET of

PROJECT NO. 09725.73



Scale: 1 inch= 9 Ft.

THIS IS A D SIZE SHEET. THE NOTED SCALE IS NOT VALID IF PRINTED AS ANY OTHER SIZE.



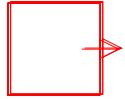
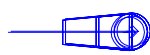
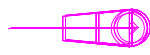
Calculated light levels are based on specific information that has been supplied to GE. Any differences in luminaire installation, lighted area geometry and distribution in the lighted area may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacturing will affect results.
Ref: IES LM-61-06

Provided for:
John Downing
CURRENT, POWERED BY GE

Provided BY:
Application Solution Center
Current, Powered by GE
NELA Park, East Cleveland OH
P: 1-216-266-4660

Designer: Joshua Watkins			
Date: 8/12/2019			
GE Drawing #: A191076-7-Eleven #10440 Deerfield Beach, FL AGI			

7-ELEVEN STORE #10440
1991 NE 2nd, Deerfield Beach, FL
MOUNTING HEIGHT AS NOTED
MAINTAINED LIGHTING LEVELS INDICATED

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Arr. Lum. Lumens
	1	D3C3D1	2 @ 90 DEGREES_1	1.000	2-ERS1-0-C3-D1-7-50-1- Color	190	17000
	3	EWLS 15	SINGLE	1.000	EWLS01_15AF750_____ -120-277V	12	1500
	2	EM	SINGLE	0.010	LEDPRS-BR-CL (Phillips)	20	32
	2	SG3D1	SINGLE	1.000	1-ERS2-0-G3-D1-1-50-1- Color	257	19900
	1	SC3D1	SINGLE	1.000	1-ERS1-0-C3-D1-7-50-1- Color	95	8500

Due to site size and limited places to place poles, this design does not meet 7-Eleven spec.

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Entrance	Illuminance	Fc	7.50	9.4	6.4	1.17	1.47
General Approach	Illuminance	Fc	7.75	9.4	5.2	1.49	1.81
Parking 1	Illuminance	Fc	10.21	13.5	6.6	1.55	2.05
Parking 2	Illuminance	Fc	10.16	12.8	7.6	1.34	1.68
Property Line	Illuminance	Fc	2.78	8.6	0.0	N.A.	N.A.

Standard 7-Eleven Lighting Specification	
Entrances	10FC AVG
Air Pump	10FC
Gasoline Canopy	30FC
Dumpster	10FC
Parking	10FC
General Approach	3FC
Sidewalk	NO SPEC
Property Line	NO SPEC
* Levels designed to be at initial output or 1.0LLF	



Calculated light levels are based on specific information that has been supplied to GE. Any differences in luminaire installation, lighted area geometry and obstructions in the lighted area may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will affect results.
Ref: IES LM-61-06

Provided for:
John Downing
CURRENT, POWERED BY GE

Provided BY:
Application Solution Center
Current, Powered by GE
NELA Park, East Cleveland OH
P: 1-216-266-4660

Designer: Joshua Watkins	Date: 8/12/2019	GE Drawing #: A191076-7-Eleven #10440 Deerfield Beach, FL AGI
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7-ELEVEN STORE #10440
1991 NE 2nd, Deerfield Beach, FL
MOUNTING HEIGHT AS NOTED
MAINTAINED LIGHTING LEVELS INDICATED

JOB NAME:

TYPE NO.:

CATALOG NO.:



High-Lites

Pluralux Series Wet Location LED Emergency Lighting Units

ORDERING INFORMATION

Catalog Number: Example: LEDPRSWCL

LEDPRS		
MODEL NUMBER	HOUSING COLOR	OPTIONS
	BR - Dark Bronze B - Black W - White	see below

OPTIONS

CL	Cold Location Operation
-----------	-------------------------



Also available in black or white finishes

SPECIFICATIONS

Construction	Housings and backplates are constructed of rugged die-cast aluminum finished in scuff resistant, textured powder coat paint standard. All housings are sealed and gasketed for damp and wet location applications. Prismatic Lens: Unit lens is constructed of clear, high impact polycarbonate.
Installation	The housing backplate provides knockouts for mounting the unit to wall surfaces and/or standard 31/2" and 4" utility boxes. Wiring: Knockouts in the unit backplate allow rear wiring input from utility boxes. An entry point is also provided on the top of the unit housing to allow connection to rigid surface conduit.
Illumination	Emergency illumination is provided by 4.8V, 5W ultra bright white LED Prismatic lenses provide bright, even, glare-free operation in a wide pattern across the path of egress.
Electronics	- Dual input 120/277VAC, 60 Hz - AC-On indicator light and test switch - Automatic, constant current charger - AC Lockout protection - Low voltage battery disconnect - Automatic brownout protection
Power Consumption	Input Power: 10W (maximum charge), 3.5W ready state
Battery	4.8V nickel cadmium sealed maintenance free battery. Optimum operating temperature range: 32°F to 122°F (0°C to 50°C). Provides a minimum of 90 minutes of full output emergency illumination.
Code Compliance	Listed to UL924. Meets NFPA Life Safety Code 101. Complies with NEC and OSHA.
Warranty	Limited 3-year warranty; 5-year nickel cadmium pro-rata battery warranty.



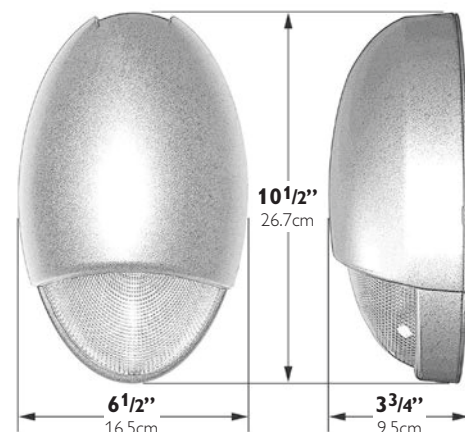
**Self-Diagnostic
Operation
Plus
High-Output
LED Lamp!**

Standard with dark bronze finish

PRODUCT FEATURES

- Attractive, architectural styling
- Low profile design - meets ADA requirements
- Die-cast aluminum housing
- Choice of three decorator color finishes
- Self-diagnostic circuitry standard
- Ultra bright white LED lamps provide superior emergency lighting levels
- Polycarbonate lens and mirrored reflector provide even illumination
- Fast, easy wall mount installation
- Provision for back wiring or surface conduit entry
- Universal 120/277VAC input
- Fully automatic charger standard
- Maintenance-free nickel cadmium battery standard
- 90 minutes of emergency illumination
- Momentary test switch and AC ready indicator
- UL924 and UL Wet Location listed
- Suitable for damp and wet location applications
- Meets NFPA Life Safety Code 101, NEC and OSHA
- UL operating range 32°F to 122°F (0°C to 50°C)
- Cold location option allows operation range of -4°F to 122°F (-20°C to 50°C)

DIMENSIONS



NOTE: Dimensions and specifications subject to change without notice.
Form 1278A 04/12 © 2006 Philips group

Specifications are subject to change without notice. Consult website for latest version of this spec sheet.
Crescent/Stonco • 200 Franklin Square Drive • Somerset, NJ 08873 • 800-334-2212 • www.crescentlighting.com

Crescent is a Philips company

Evolve™ LED Roadway Lighting

Scalable Specification Grade Cobrahead (ERS1, ERS2, ERS3 & ERS4)



imagination at work

Product Features

From local to major roadways, the GE Evolve™ LED Roadway Scalable Cobrahead fixtures are changing the way you light your lanes. Preserving the aesthetic look of traditional roadway Cobrahead fixtures, GE balances the technical needs of a sophisticated LED system with the functional demands of an outdoor fixture facing extreme weather hazards. GE's advanced LED optical design offers hundreds of photometric options to meet your precise lighting requirements, while delivering reduced glare and improved light control. The refined thermal management system incorporates a sleek and robust heat sink directly into the fixture to ensure maximum heat transfer and long LED life.

The GE Evolve LED Roadway Scalable Cobrahead offers more than 11 years of reliable service life to significantly reduce maintenance frequency and expense, based on a 50,000 hour life and 12 hours of operation per day.

Applications

- Designed to meet recommended luminance and illuminance requirements for local to major roadway / street classifications.

Housing

- Die cast aluminum housing.
- A modern design preserving the aesthetic look of traditional roadway Cobrahead fixtures incorporates the heat sink directly into the unit ensuring maximum heat transfer and long LED life.
- Meets 3G vibration per C136.31-2010
- Power door assembly with removable retention latch.

LED & Optical Assembly

- Structured LED array for optimized roadway photometric distribution.
- Evolve light engine consisting of scalable reflective technology designed to optimize application efficiency and minimize glare.
- Reverse facing light engine options available.
- Utilizes high brightness LEDs, 70 CRI at 4000K & 5000K typical.
- LM-79 tests and reports are performed in accordance with IESNA standards.

Lumen Maintenance

- Lumen Maintenance and TM21 projections listed below each lumen data table

Ratings

- /  listed, suitable for wet locations per UL 1598.
- IP66 rated optical enclosure per ANSI C136.25-2009.
- Temperature ratings:
 - 40°C to 50°C for 525mA and 700mA skus except for ERS4 @ 347-480V (-40°C to +45°C)
 - 40°C to +40°C for 1050mA skus
- Upward Light Output Ratio (ULOR) = 0.

Mounting

- Slipfitter with +/- 5 degree of adjustment for leveling.
- Integral die cast mounting pipe stop feature.
- Wildlife intrusion protection at mounting pipe entry.
- Adjustable for 1.25 in. or 2 in. mounting pipe.

Finish

- Corrosion resistant polyester powder painted, minimum 2.0 mil. thickness.
- Standard colors: Black and Gray.
- RAL & custom colors available.

Electrical

- 120-277 volt and 347-480 volt available.
- System power factor is >90% and THD <20%.*
- Class "A" audible sound rating.
- Integral surge protection:
 - For 120-266VAC per IEEE/ANSI C62.41.-1991, 6kV/3kA Location Category B3 (120 events)
 - Optional higher rating surge protection device available
- Optional high capability surge protection per IEEE/ANSI C62.41.2-2002.
 - 6kV/3kA Location Category C-Low (5000 events).
- EMI: Title 47 CFR Part 15 Class A.
- Photo electric sensors (PE) available for all voltages.

* System power factor and THD is tested and specified at 120V input and maximum load conditions.

Ambient Temperature Conversion Table

AMBIENT TEMPERATURE (°C)	INITIAL LUMENS FACTOR	INITIAL WATTS FACTOR
15	1.01	1.01
20	1.01	1.00
25	1.00	1.00
30	0.99	1.00
35	0.99	0.99

Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS1)

Datasheet information valid through 06/30/14



ERS1

PROD. ID	VOLTAGE	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	LED COLOR TEMP	PE FUNCTION	COLOR	OPTIONS
E = Evolve R = Roadway S = Scalable 1 = Single Module Optical Assembly	0 = 120-277 1 = 120 2 = 208 3 = 240 4 = 277 H = 347-480 D = 347 5 = 480	Product Tier *3 = Specification Grade See Charts for all levels	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric (Medium) C1 = Asymmetric (Short) D1 = Asymmetric Forward E1 = Asymmetric (Medium)	5 = 525mA 7 = 700mA 1 = 1050mA	40 = 4000K 50 = 5000K* NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5300K	1 = None 2 = PE Rec. 4 = PE Rec. with Shorting Cap 5 = PE Rec. with Control 7 = GE Dimming 5-Pin PE Receptacle *† 9 = GE Dimming 5-Pin PE Receptacle with Shorting Cap *† † When ordering PE function socket 7 or 9, a dimming driver add after dimming driver (D=Dimming) must also be ordered under the "OPTIONS" column * Order dimming control PE as a separate item NOTE: A=ANSIC136.41 7-Pin dimming receptacle, contact manufacturer	BLCK = Black GRAY = Gray	B = Internal Bubble level D = Dimming* F = Fusing G = External Bubble Level L = Tool-Less Entry R = Additional Secondary Surge Protection Device T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002. - Rating 1 - 10kV/5kA Location Category (120 events). - Rating 2 - 6kV/3kA Location Category C-Low (5000 events). XXX = Special Options * When ordering Dimming PE Receptacle 7, 9 or A, D=Dimming driver must be selected under "OPTIONS" column NOTE: If no dimming receptacle under PE Function is selected and D=Dimming is selected under OPTIONS, 0-10v dimming leads will be provided with access through slipfitter opening in unit

525 mA		TYPICAL SYSTEM WATTAGE								
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	120-277V	4000K	5000K	120-277V	120-277V	4000K	5000K
ERS1	23	A1	525mA	31	2800	2900	90	94	456364	456384
ERS1	A3		525mA	45	4200	4300	93	96	456365	456385
ERS1	B3		525mA	60	5600	5700	93	95	456366	456386
ERS1	C3		525mA	73	6900	7000	95	96	456367	456387
ERS1	23	B1	525mA	31	2900	2900	94	94	456368	456388
ERS1	A3		525mA	45	4300	4400	96	98	456369	456389
ERS1	B3		525mA	60	5700	5800	95	97	456370	456390
ERS1	C3		525mA	73	7100	7200	97	99	456371	456391
ERS1	23	C1	525mA	31	2900	2900	94	94	456372	456392
ERS1	A3		525mA	45	4300	4400	96	98	456373	456393
ERS1	B3		525mA	60	5700	5800	95	97	456374	456394
ERS1	C3		525mA	73	7100	7200	97	99	456375	456395
ERS1	23	D1	525mA	31	2800	2900	90	94	456376	456396
ERS1	A3		525mA	45	4200	4300	93	96	456377	456397
ERS1	B3		525mA	60	5600	5700	93	95	456378	456398
ERS1	C3		525mA	73	6900	7000	95	96	456379	456399
ERS1	23	E1	525mA	31	2900	2900	94	94	456380	456400
ERS1	A3		525mA	45	4300	4400	96	98	456381	456401
ERS1	B3		525mA	60	5700	5800	95	97	456382	456402
ERS1	C3		525mA	73	7100	7200	97	99	456383	456403

NOTES:

- Max Operating Ambient 50° C
- 347-480V Available (Approximate Wattage = 1.1* Times Wattage Listed Below) Contact Manufacturer for 347-480V LPW
- Some 347-480 Not DLC Listed (Contact Manufacturer)

Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Scalable Specification Grade Cobrahead (ERS1)

1050 mA			TYPICAL SYSTEM WATTAGE		TYPICAL INITIAL LUMENS		TYPICAL INITIAL LPW 4000K	TYPICAL INITIAL LPW 5000K	IES FILE NUMBERS	
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	120-277V	4000K	5000K* (5300K NOMINAL)	120-277V	120-277V	4000K	5000K
ERS1	23	A1	1050mA	64	4800	4900	75	77	456644	456664
ERS1	A3		1050mA	90	7000	7100	78	79	456645	456665
ERS1	B3		1050mA	117	9100	9200	78	79	456646	456666
ERS1	C3		1050mA	143	11200	11300	78	79	456647	456667
ERS1	23	B1	1050mA	64	5000	5000	78	78	456648	456668
ERS1	A3		1050mA	90	7100	7200	79	80	456649	456669
ERS1	B3		1050mA	117	9300	9500	79	81	456650	456670
ERS1	C3		1050mA	143	11500	11600	80	81	456651	456671
ERS1	23	C1	1050mA	64	5000	5000	78	78	456652	456672
ERS1	A3		1050mA	90	7100	7200	79	80	456653	456673
ERS1	B3		1050mA	117	9300	9500	79	81	456654	456674
ERS1	C3		1050mA	143	11500	11600	80	81	456655	456675
ERS1	23	D1	1050mA	64	4800	4900	75	77	456656	456676
ERS1	A3		1050mA	90	7000	7100	78	79	456657	456677
ERS1	B3		1050mA	117	9100	9200	78	79	456658	456678
ERS1	C3		1050mA	143	11200	11300	78	79	456659	456679
ERS1	23	E1	1050mA	64	5000	5000	78	78	456660	456680
ERS1	A3		1050mA	90	7100	7200	79	80	456661	456681
ERS1	B3		1050mA	117	9300	9500	79	81	456662	456682
ERS1	C3		1050mA	143	11500	11600	80	81	456663	456683

NOTES:

- Max Operating Ambient 40° C
- 347-480V Not Available
- T Option Not Available
- For 1050mA Drive Current, Nominal Color Temperature (CCT) = 5300K

Lumen Maintenance

- Projected L88 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS2)



ERS2

PROD. ID	VOLTAGE	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	LED COLOR TEMP	PE FUNCTION	COLOR	OPTIONS
E = Evolve R = Roadway S = Scalable 2 = Double Module Optical Assembly	0 = 120-277 1 = 120 2 = 208 3 = 240 4 = 277 H = 347-480 D = 347 5 = 480	Product Tier *3 = Specification Grade See Charts for all levels	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric (Medium) C1 = Asymmetric (Short) D1 = Asymmetric Forward E1 = Asymmetric (Medium)	5 = 525mA 7 = 700mA 1 = 1050mA	40 = 4000K 50 = 5000K* NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5300K	1 = None 2 = PE Rec. 4 = PE Rec. with Shorting Cap 5 = PE Rec. with Control 7 = GE Dimming 5-Pin PE Receptacle *† 9 = GE Dimming 5-Pin PE Receptacle with Shorting Cap *† † When ordering PE function socket 7 or 9, a dimming driver add after dimming driver (D=Dimming) must also be ordered under the "OPTIONS" column * Order dimming control PE as a separate item NOTE: A= ANSIC136.41 7-Pin dimming receptacle, contact manufacturer	BLCK = Black GRAY = Gray	B = Internal Bubble level D = Dimming* F = Fusing G = External Bubble Level L = Tool-Less Entry R = Additional Secondary Surge Protection Device T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002. - Rating 1 - 10kV/5kA Location Category (120 events). - Rating 2 - 6kV/3kA Location Category C-Low (5000 events). XXX = Special Options * When ordering Dimming PE Receptacle 7, 9 or A, D=Dimming driver must be selected under "OPTIONS" column NOTE: If no dimming receptacle under PE Function is selected and D=Dimming is selected under OPTIONS, 0-10v dimming leads will be provided with access through slipfitter opening in unit

525 mA			TYPICAL SYSTEM WATTAGE		TYPICAL INITIAL LUMENS		TYPICAL INITIAL LPW 4000K	TYPICAL INITIAL LPW 5000K	IES FILE NUMBERS	
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	120-277V	4000K	5000K	120-277V	120-277V	4000K	5000K
ERS2	D3	A1	525mA	88	8400	8500	95	97	456404	456429
ERS2	E3		525mA	99	9500	9600	96	97	456405	456430
ERS2	F3		525mA	112	10800	10900	96	97	456406	456431
ERS2	G3		525mA	125	12100	12200	97	98	456407	456432
ERS2	H3		525mA	133	13090	13240	98	100	222222	222222
ERS2	D3	B1	525mA	88	8600	8700	98	99	456409	456434
ERS2	E3		525mA	99	9700	9800	98	99	456410	456435
ERS2	F3		525mA	112	11000	11200	98	100	456411	456436
ERS2	G3		525mA	125	12400	12500	99	100	456412	456437
ERS2	H3		525mA	138	13600	13800	99	100	456413	456438
ERS2	D3	C1	525mA	88	8600	8700	98	99	456414	456439
ERS2	E3		525mA	99	9700	9800	98	99	456415	456440
ERS2	F3		525mA	112	11000	11200	98	100	456416	456441
ERS2	G3		525mA	125	12400	12500	99	100	456417	456442
ERS2	H3		525mA	138	13600	13800	99	100	456418	456443
ERS2	D3	D1	525mA	88	8400	8500	95	97	456419	456444
ERS2	E3		525mA	99	9500	9600	96	97	456420	456445
ERS2	F3		525mA	112	10800	10900	96	97	456421	456446
ERS2	G3		525mA	125	12100	12200	97	98	456422	456447
ERS2	H3		525mA	138	13300	13400	96	97	456423	456448
ERS2	D3	E1	525mA	88	8600	8700	98	99	456424	456449
ERS2	E3		525mA	99	9700	9800	98	99	456425	456450
ERS2	F3		525mA	112	11000	11200	98	100	456426	456451
ERS2	G3		525mA	125	12400	12500	99	100	456427	456452
ERS2	H3		525mA	138	13600	13800	99	100	456428	456453

NOTES:

- Max Operating Ambient 50° C
- 347-480V Not Available
- For T Option Availability Contact Manufacturer

Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Scalable Specification Grade Cobrahead (ERS2)

1050 mA			TYPICAL SYSTEM WATTAGE		TYPICAL INITIAL LUMENS	TYPICAL INITIAL LPW 4000K	TYPICAL INITIAL LPW 5000K	IES FILE NUMBERS		
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	120-277V	4000K	5000K* (5300K NOMINAL)	120-277V	120-277V	4000K	5000K
ERS2	D3	A1	1050mA	179	13700	13900	77	78	456684	456709
ERS2	E3		1050mA	204	15700	15900	77	78	456685	456710
ERS2	F3		1050mA	232	17700	18000	76	78	456686	456711
ERS2	G3		1050mA	257	19700	19900	77	77	456687	456712
ERS2	H3		1050mA	285	21500	21800	75	76	456688	456713
ERS2	D3	B1	1050mA	179	14000	14200	78	79	456689	456714
ERS2	E3		1050mA	204	16100	16300	79	80	456690	456715
ERS2	F3		1050mA	232	18200	18400	78	79	456691	456716
ERS2	G3		1050mA	257	20100	20400	78	79	456692	456717
ERS2	H3		1050mA	285	22000	22400	77	79	456693	456718
ERS2	D3	C1	1050mA	179	14000	14200	78	79	456694	456719
ERS2	E3		1050mA	204	16100	16300	79	80	456695	456720
ERS2	F3		1050mA	232	18200	18400	78	79	456696	456721
ERS2	G3		1050mA	257	20100	20400	78	79	456697	456722
ERS2	H3		1050mA	285	22000	22400	77	79	456698	456723
ERS2	D3	D1	1050mA	179	13700	13900	77	78	456699	456724
ERS2	E3		1050mA	204	15700	15900	77	78	456700	456725
ERS2	F3		1050mA	232	17700	18000	76	78	456701	456726
ERS2	G3		1050mA	257	19700	19900	77	77	456702	456727
ERS2	H3		1050mA	285	21500	21800	75	76	456703	456728
ERS2	D3	E1	1050mA	179	14000	14200	78	79	456704	456729
ERS2	E3		1050mA	204	16100	16300	79	80	456705	456730
ERS2	F3		1050mA	232	18200	18400	78	79	456706	456731
ERS2	G3		1050mA	257	20100	20400	78	79	456707	456732
ERS2	H3		1050mA	285	22000	22400	77	79	456708	456733

NOTES:

- Max Operating Ambient 50° C
- 347-480V Not Available
- T Option Not Available

Lumen Maintenance

- Projected L88 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005



GE Evolve™

LED L-Series Wall Pack
EWLS



current
powered by GE



GE Evolve™

LED L-Series Wall Pack

EWLS



The **Evolve** LED L-Series Wall Pack, **EWLS**, is a designed replacement for 50W to 250W HID, while offering significant energy savings in a long-life LED wall pack. The EWLS's 2-screw housing design enables a fast and simplified installation. The low-watt Egress package (13W) is designed to meet recommended illuminance requirements for egress applications such as side and rear exit doors in commercial buildings and can meet NFPA 101 life safety lighting requirements when used with external battery backup.

Features:

- 1500 and 4000 lumen output
- High Brightness LEDs
- 70 CRI @ 3000K, 4000K, and 5000K typical
- L90 > 100,000 hours (1500lm), L90 > 60,000 hours (4000lm)
- Designed to replace 50W to 250W MH wallpacks
- Small Form Factor, <10 lbs
- 0-10V Dimming
- Motion Sensor & Button Photo Electric Sensors available
- Impact resistant tempered glass lens
- Zero up-light construction, full cut-off
- International Dark-Sky Association (IDA) Approved for 3000K CCT



Applications:

- Building entrances & perimeter lighting
- Side and rear exit doors
- Stairways and entry path
- Schools, Apartment Buildings, Hospitals
- Retail & Commercial Buildings
- Loading docks



To learn more about **GE Evolve LED L-Series Wall Pack**, go to: <http://products.currentbyge.com>

GE Evolve™

LED L-Series Wall Pack

EWLS



Project name _____
Date _____
Type _____

Typical Specifications: EWLS

LED & Optical

- **Lumen Packages:** 1500 & 4000
- **System Efficacy:** Up to 125 lpw
- **CCT:** 3000K, 4000K, 5000K; High brightness LEDs.
- **CRI:** 70
- Upward Light Output Ratio (ULOR) = 0.
- Custom engineered reflective optics for optimized photometry.
- High application efficiency and minimal glare.

Electrical

- **Input Voltage:** 120-277 volt and 347 volt
- **Input Frequency:** 50/60Hz
- **Power Factor (PF):** >90%
- **Total Harmonic Distortion (THD):** <20%
- **Surge Protection:** Integral surge protection

Ratings

- **Operating Temperature:** -40° to 50°C
- **Storage Temperature:** -40° to 50°C
- **Location:** Dry or Wet
- **Safety:** UL/cUL Listed. UL 1598 listed, suitable for wet locations.
- **DLC Premium & Standard** qualified models available. Please refer to <http://www.designlights.org/QPL> for complete information.
- **Environmental:** Compliant with the materials restrictions of RoHS.
- LM-79 testing in accordance with IESNA Standards.
- Optical enclosure IP66 per ANSI C136.25-2009.

Lumen Maintenance

- Projected L90>100,000 hours per IES TM-21 for 15AF optical codes.
- Projected L90>60,000 hours per IES TM-21 for 40AF optical codes.
- Projected Lxx per IES TM-21 at 25°C for reference:

Optical Codes	Lxx (10k) @ Hours**		
	25,000 hr	50,000 hr	100,000 hr
15AF	L96	L95	L91

Optical Codes	Lxx (10k) @ Hours**		
	25,000 hr	50,000 hr	100,000 hr
40AF	L95	L92	L85

Note: *Projected Lxx based on LM80 (10,000 hour testing). DOE Lighting Facts Verification Testing Tolerances apply to initial luminous flux and lumen maintenance measurements.

Construction & Finish

- **Housing:**
 - Die-cast aluminum. Integrated heat sink for maximum heat transfer.
 - Patented aesthetic design to complement your building façade.
- **Lens:** Impact resistant tempered glass lens.
- **Paint:** Corrosion resistant polyester powder painted, minimum 2.0 mil. thickness.
 - Standard Colors: Dark Bronze, Black, White, Gray
 - RAL & custom colors available.
- **Weight:** 8.5lbs (4 kg)

Warranty

- **System Warranty:** 5 Year Standard, 10 Year Optional.

Controls

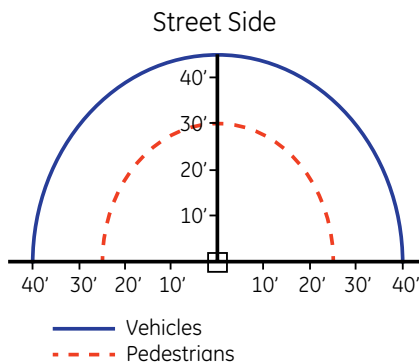
- **Dimming:** Wired Analog 0-10V Dimming.¹
- **Sensors:**
 - Button Photo Electric sensor (PE) available 120-277V & 347V.
 - CA Title 24 Compliant Occupancy Sensor Option.¹

¹ Available with Optic Code 40AF

Mounting

- Mounts to standard 3-1/2" to 4" round and octagonal, 4" square, single gang and masonry junction boxes.
 - **Flush Mount:** Mounts directly to customer supplied junction box.
 - **Conduit Box Mount:** Mounts to walls via separate mounting box with conduit knockouts.

Sensor Pattern:



Sensing Pattern Wall Pack Fixture: 8-25 ft.

GE Evolve™

LED L-Series Wall Pack

EWLS



Project name _____
Date _____
Type _____

EWLS 01

7

PRODUCT	GENERATION	VOLTAGE	OPTICAL CODE	CRI	CCT	DIMMING	CONTROLS	MOUNTING	COLOR	OPTIONS
E = Evolve W = Wallpack L = L-series S = Standard	01 = Generation	0 = 120-277V* 1 = 120V 2 = 208V 3 = 240V 4 = 277V D = 347V* * Specify single voltage if Button PE option selected	15AF = 1500lm, Asymmetric Forward 40AF = 4000lm, Asymmetric Forward	7 = 70 CRI*	30 = 3000K* 40 = 4000K* 50 = 5000K *Select 3000K CCT for IDA Approved units	N = Non-Dimming D = Dimming* ‡ Dimming not available at 1500lm	1 = None* 3 = Button PE* * Must specify discrete voltage	FM = Flush Mount* CB = Conduit Box Mount** **Must be selected when ordering with Button PE, Motion Sensor, or 347V	DKBZ = Dark Bronze* BLCK = Black GRAY = Gray WHITE = White	H = Motion Sensor* ### = Special Options J = cUL/Canada W = Non-Graphical White Box

Claims Table:

*Standard Option
+ = Motion Sensor not available at 1500lm

OPTICAL CODE	DIST.	TYPICAL SYSTEM WATTS		TYPICAL INITIAL LUMENS			TYPICAL INITIAL LPW 120-277V			TYPICAL INITIAL LPW 347V			BUG RATING	
		120-277V	347V	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K	5000K	3000K	4000K/5000K
15	AF	12	13	1,450	1,500	1,500	121	125	125	112	112	115	B1-U0-U0	B1-U0-U0
40	AF	37	38	3,880	4,000	4,000	105	108	108	102	105	105	B1-U0-U0	B1-U0-U0

CCT	IES FILE NAME 120-277V		IES FILE NAME 347V	
3000K	EWLS01_15AF730	-120-277V.IES	EWLS01D15AF730	-347V.IES
4000K	EWLS01_15AF740	-120-277V.IES	EWLS01D15AF740	-347V.IES
5000K	EWLS01_15AF750	-120-277V.IES	EWLS01D15AF750	-347V.IES
3000K	EWLS01_40AF730	-120-277V.IES	EWLS01D40AF730	-347V.IES
4000K	EWLS01_40AF740	-120-277V.IES	EWLS01D40AF740	-347V.IES
5000K	EWLS01_40AF750	-120-277V.IES	EWLS01D40AF750	-347V.IES



MODELS AVAILABLE THROUGH QUICKSHIP PROGRAM		
SKU #	CAT LOGIC	DESCRIPTION
93056860	EWLS01015AF740N1FMDKBZ	1500lm, 4000K, Flush Mount
93060201	EWLS01015AF750N1FMDKBZ	1500lm, 5000K, Flush Mount
93059497	EWLS01040AF740N1FMDKBZ	4000lm, 4000K, Flush Mount
93060200	EWLS01040AF750N1FMDKBZ	4000lm, 5000K, Flush Mount
93060202	35-434281R01	Conduit Box Mount (QTY 1)
93060203	35-966640-01	Conduit Box Mount (QTY 5)

Accessories:

PRODUCT ID	DETAIL	FINISH
E = Evolve W = Wallpack L = L-series S = Standard	A = Accessory E = Escutcheon Plate 1 = 10" x 12" 2 = 12" x 16" 3 = 12" x 20"	DKBZ = Dark Bronze* BLCK = Black GRAY = Gray WHITE = White RAL customer colors available. Contact Manufacturer

PRODUCT ID	DETAIL
E = Evolve W = Wallpack L = L-series S = Standard	A = Accessory D = Diffuser

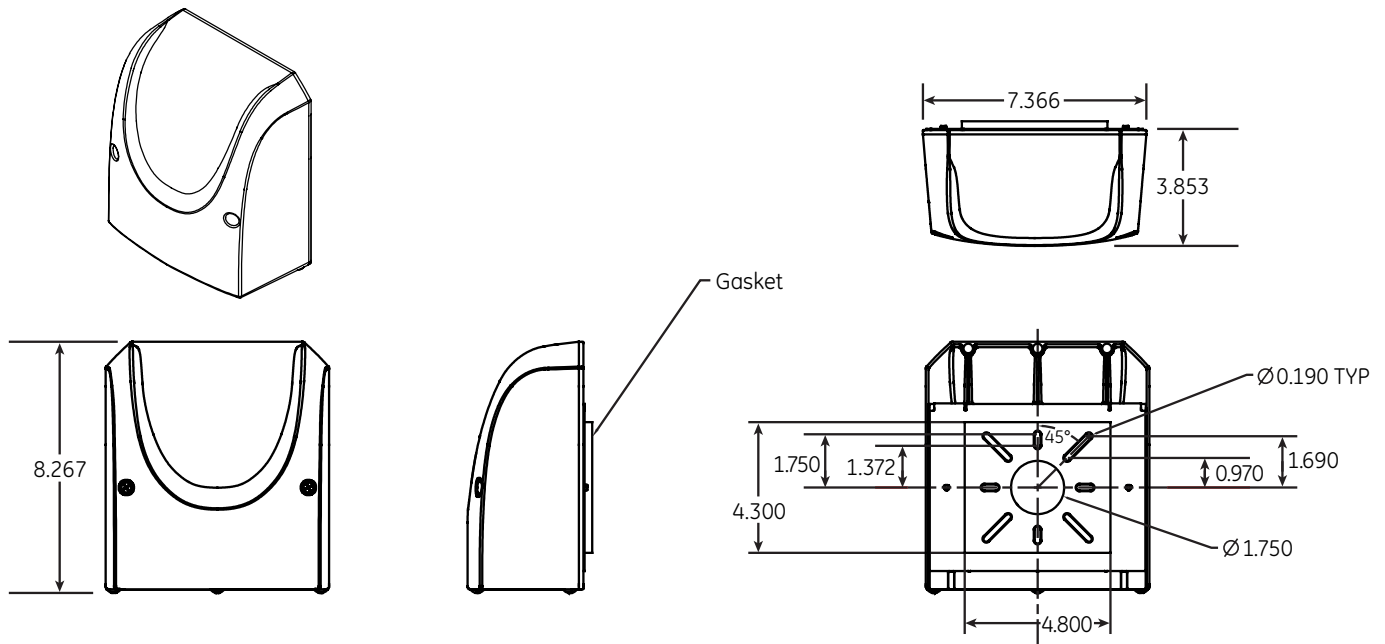
Motion Sensing Option:

- Intended for 8-25 ft. mounting heights.
- Provides a coverage area radius for walking motion of 25-30 ft.
- Provides 180° of coverage (~180° is blocked by the wall).
- Factory preset to 50% dimming with no occupancy.
- May be reprogrammed using additional remote programmer.
— Remote programmer part number: WS FSIR-100 PROGRAMMER (197634)
- Photoelectric control is integrated through the motion sensor, and is offered as standard.

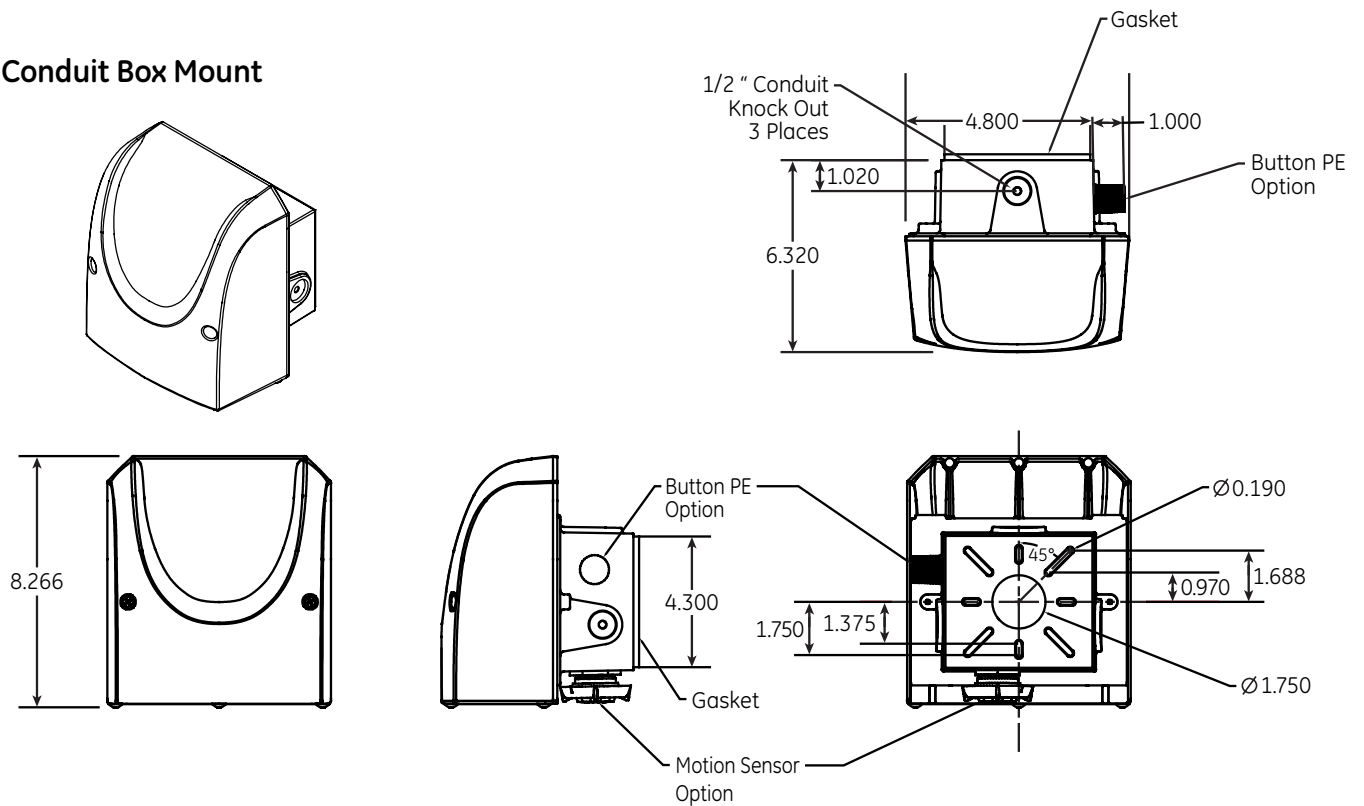
GE Evolve™
LED L-Series Wall Pack
EWLS

Product Dimensions:

Flush Mount



Conduit Box Mount

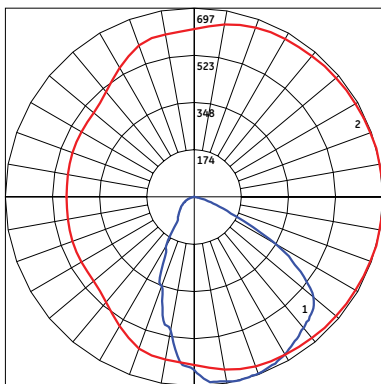


GE Evolve™
LED L-Series Wall Pack
 EWLS

Photometrics:

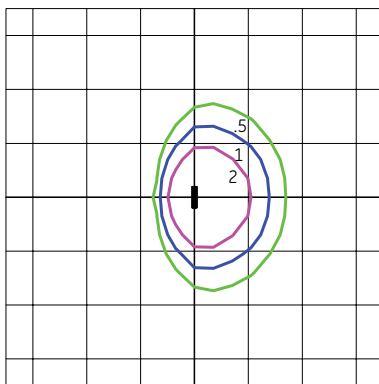
15AF: 1500 LUMEN, ASYMMETRIC FORWARD

EWLS01_15AF750_____ -120-277V.ies



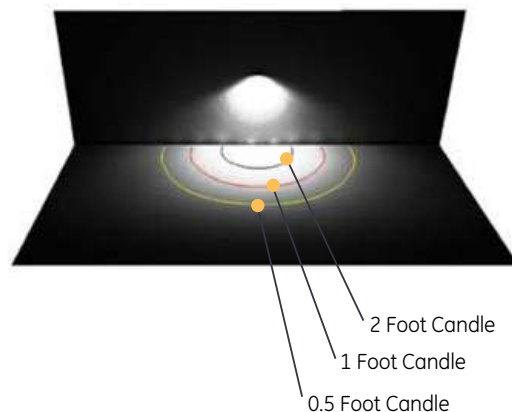
1 - Vertical plane through horizontal angle of maximum candlepower at 0°

2 - Vertical plane through horizontal angle of 14°



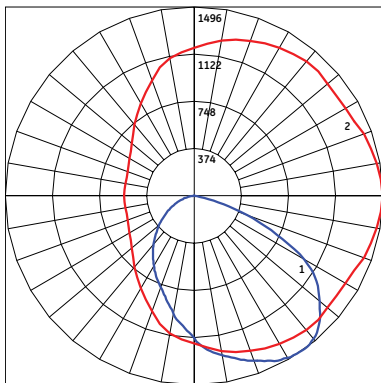
Grid Distance in Units of Mounting Height at 10'
 Initial Foot-candle Values at Grade.

SHOWN AT 10' MOUNTING HEIGHT FOR
 DISPLAY PURPOSES ONLY



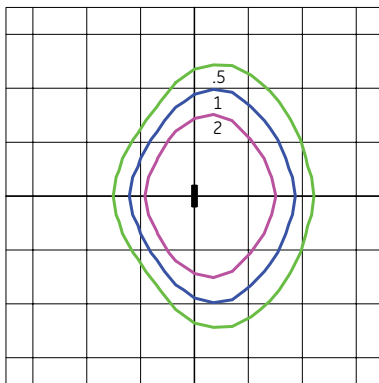
40AF: 4000 LUMEN, ASYMMETRIC FORWARD

EWLS01_40AF750_____ -120-277V.ies



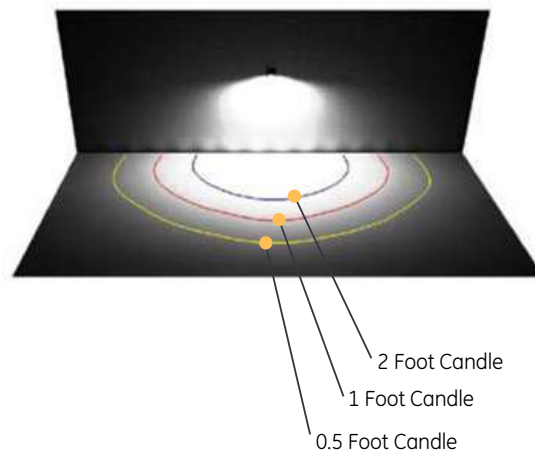
1 - Vertical plane through horizontal angle of maximum candlepower at 0°

2 - Vertical plane through horizontal angle of 36°



Grid Distance in Units of Mounting Height at 10'
 Initial Foot-candle Values at Grade.

SHOWN AT 10' MOUNTING HEIGHT FOR
 DISPLAY PURPOSES ONLY



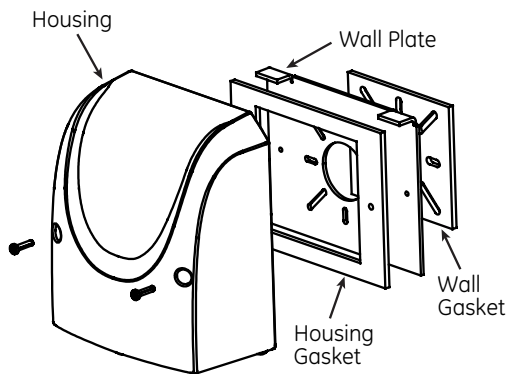


Figure 1: Wall Plate Install

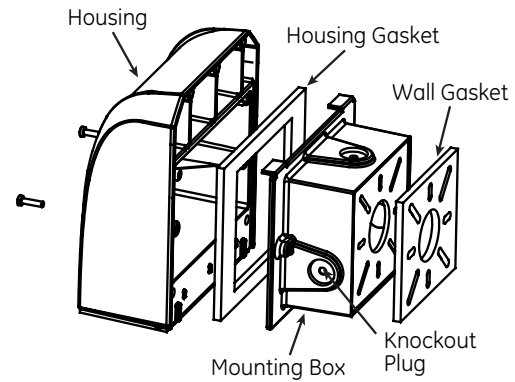


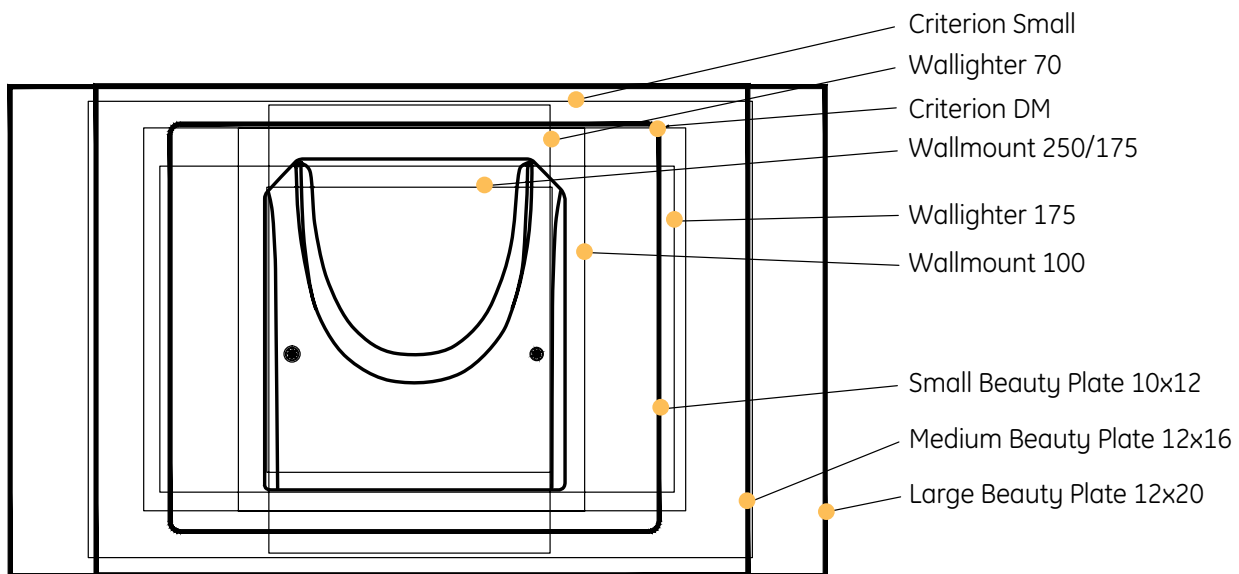
Figure 2: Mounting Box Install

Consult product Installation Instructions (GEH 6060) for detailed installation instructions.

Accessories:

Beauty Plates

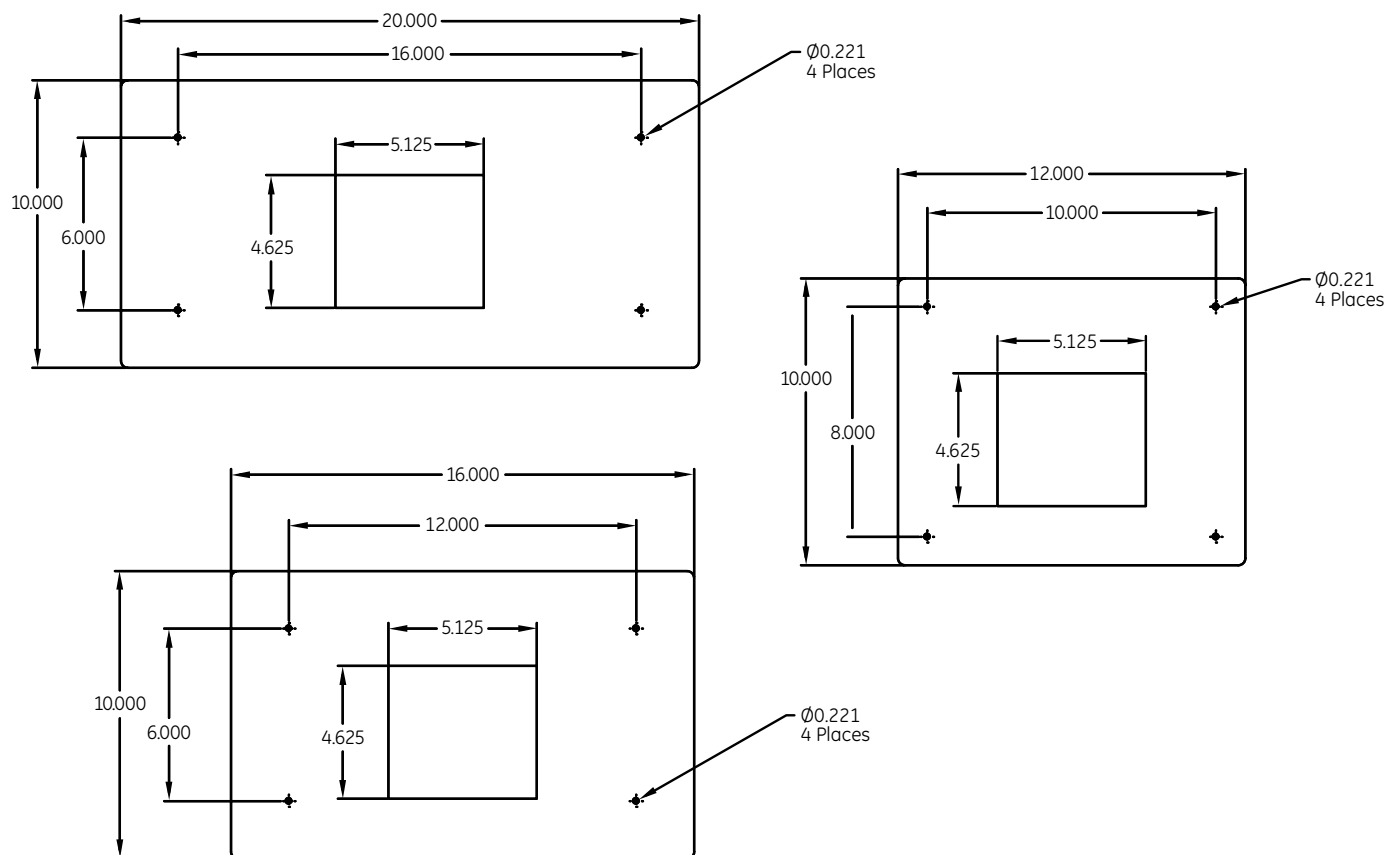
Cover the unsightly debris marks on your building façade with color matched wall pack beauty plates. Mounting hole patterns and dimensions are compatible with typical building surface fastening methods.



Accessories:

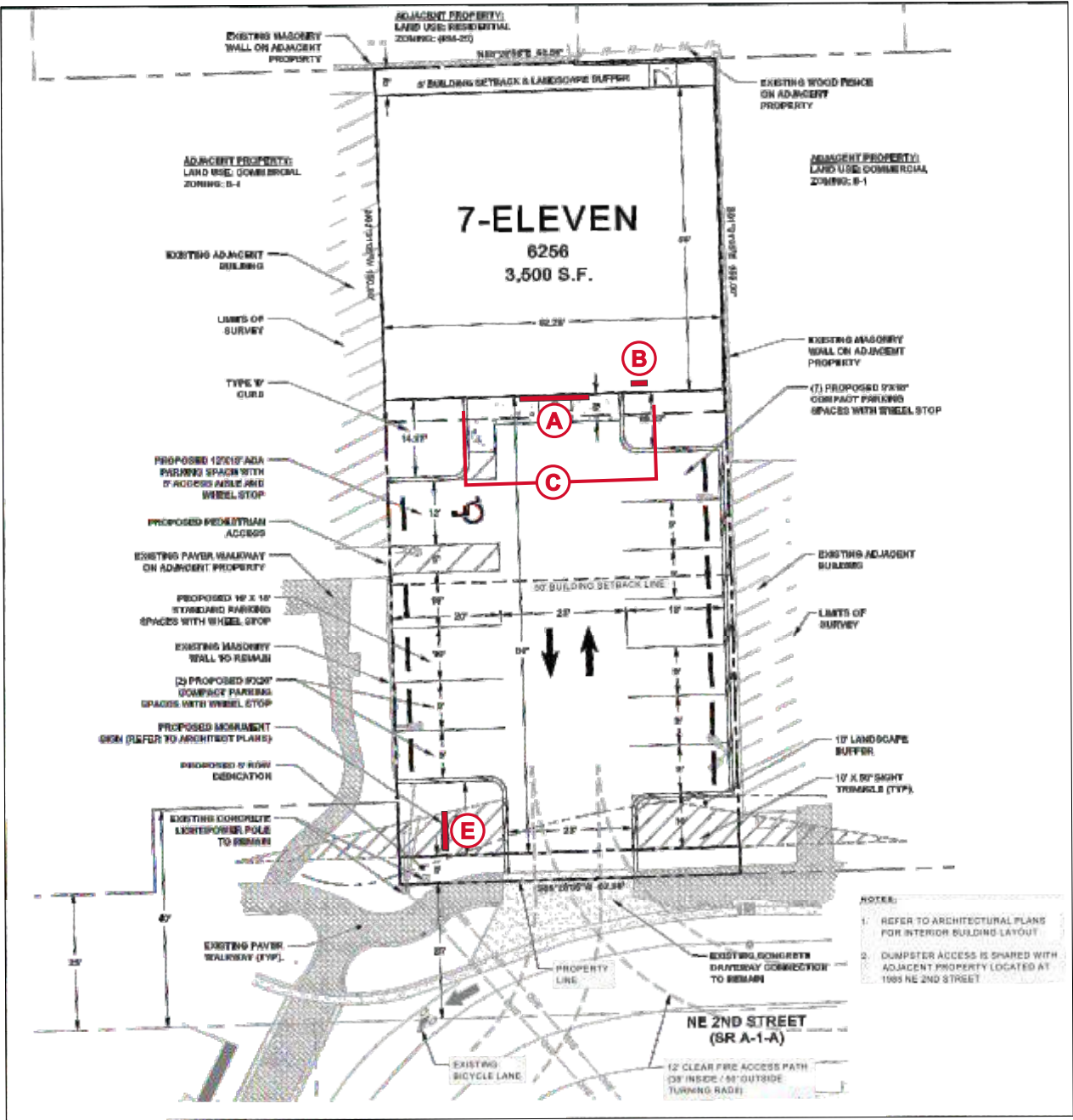
Mounting Holes

Mounting hole patterns and dimensions are compatible with typical building surface fastening methods.



Diffuser

Optional diffuser accessory utilizing ACRYLITE®, an acrylic sheet with an elegant texture which performs double duty with beauty and durability for any environment. This added texture diffuses surface reflections. Transmits 90% of the light through diffuser.



A	30" Remote Channel Letters
B	ATM Interior Sign
C	Window Graphics
E	Monument Sign (2 Options)

Site Plan
1" = 30'-0"

Date	Rev.	Description
03.20.19	00	Original
04.04.19	R1	Update art with new site plan & elevations
06.17.19	R1	Add Lock out to disconnect switch verbiage
09.05.19	R2	Update w/ new site plan, increase mon. size
09.09.19	R3	Update art with new site plan & elevations

Customer Notes:

Customer Approval: _____ DATE: _____





ONE (1) SET OF **CL30REM** 30" INTERNALLY ILLUMINATED REMOTE CHANNEL LETTERS. 3/16" THICK WHITE ACRYLIC FACES W/ TRANSLUCENT VINYL GRAPHICS APPLIED FIRST SURFACE. 4" DEEP ALUMINUM RETURNS PRE-PAINTED **313 DURANODIC BRONZE** 1" **DURANODIC BRONZE**(JEWELITE) TRIM CAP. LETTERS TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS.

VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN
PAINT SPECS: 313 DURANODIC BRONZE

Front View & Side Mounting Detail - **CL30REM** 30" Internally Illuminated Remote Channel Letters - **Sign A**
1/4" = 1'-0" Display Square Footage: **32.0**

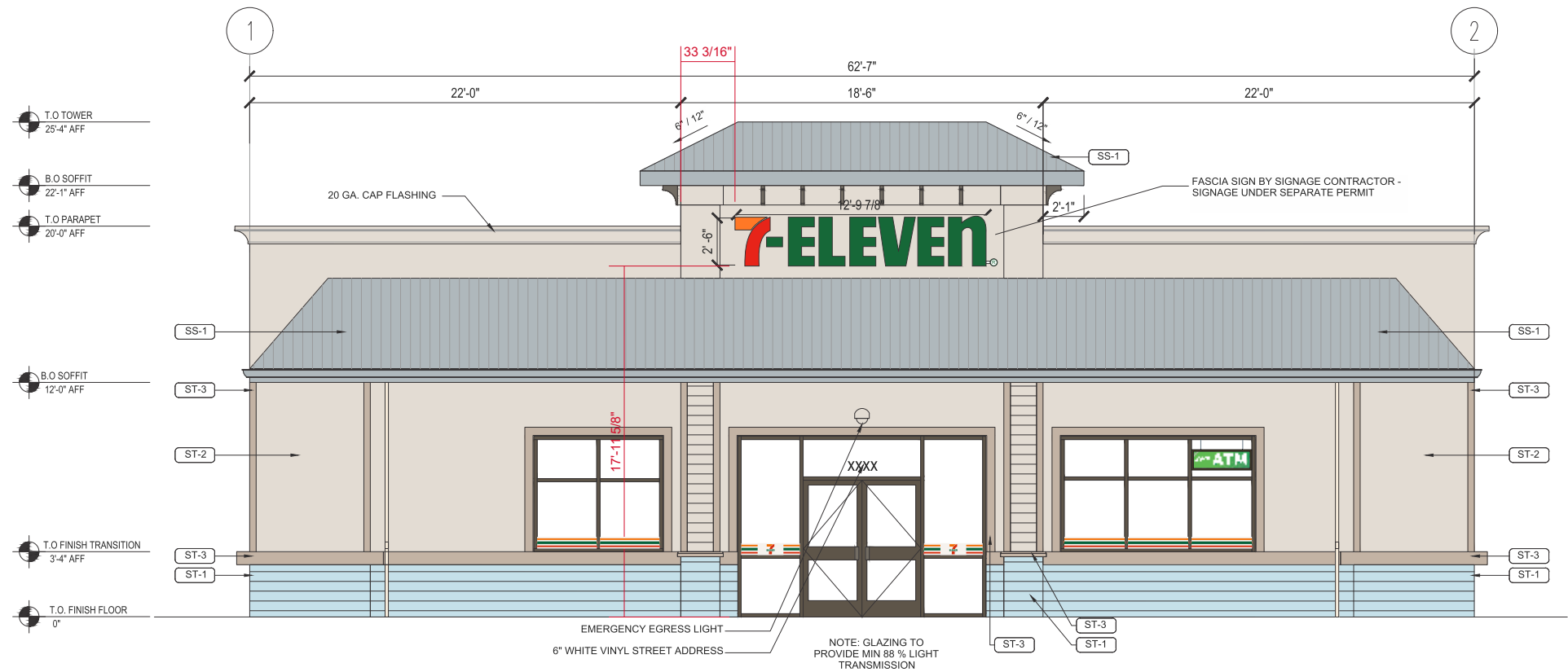


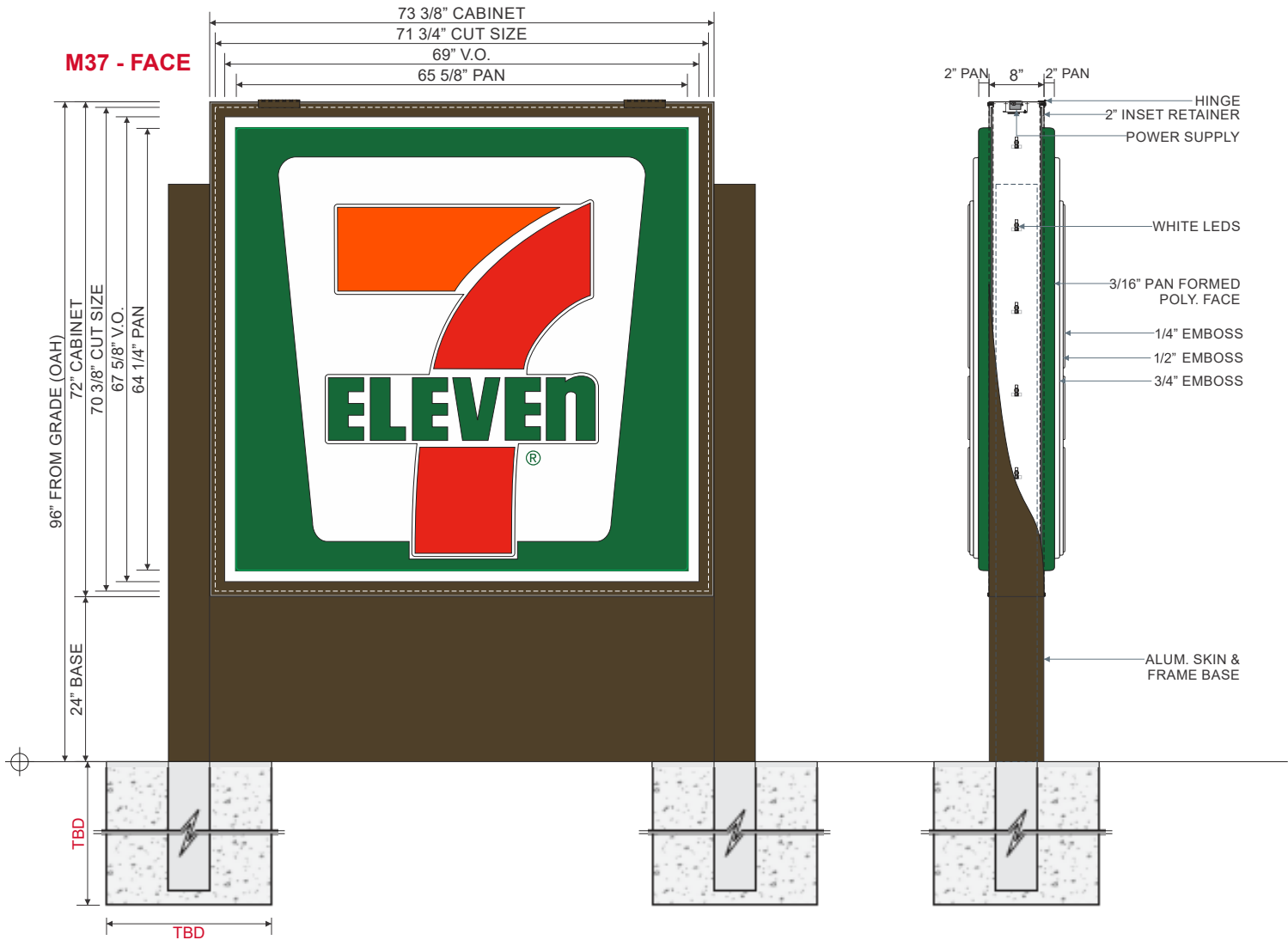
Photo Overlay (South Elevation) - **Signs A, B & C**
1/8" = 1'-0"

www.harbingersign.com		
CLIENT: 7-Eleven #1045197		
ADDRESS: 1991 NE 2ND ST DEERFIELD BEACH, FL 32569		
CONTACT: DPM: RCC:		
SALES ASSOC.: Rick Guarino		
PROJECT MGR: Nicole Streeter		
DESIGNER: Brandon Winebarger		
SVE7777-R3 #10440 (1045197)		
F:\Customers\7 Eleven\Art\SVE7777-R3 #10440 (1045197).CDR		
Date	Rev.	Description
03.20.19	00	Original
04.04.19	R1	Update art with new site plan & elevations
06.17.19	R1	Add Lock out to disconnect switch verbiage
09.05.19	R2	Update w/ new site plan, increase mon. size
09.09.19	R3	Update art with new site plan & elevations

ZONING: B1	
SQUARE FOOTAGE FORMULA	
Code Information:	
Formula: The TOTAL sign area shall be computed by allowing 1sf for each LF of building or tenancy frontage. No sign shall be required to be smaller than 32sf nor exceed 100sf	
Allowed:	65.0 sqft
Proposed:	32.0 sqft

Customer Notes:

Customer Approval: _____ DATE: _____



ONE (1) **M37** D/F INTERNALLY ILLUMINATED “MAIN ID” SIGN CABINET.
3/16" THICK PAN FORMED & EMBOSSED WHITE POLYCARBONATE FACES W/ TRANSLUCENT VINYL GRAPHICS
APPLIED FIRST SURFACE. 8" DEEP EXTRUDED ALUM. CABINET W/ 2" INSET HINGED RETAINERS TO BE PAINTED **DURANODIC BRONZE**.
CABINET TO BE INTERNALLY ILLUMINATED W/ WHITE LEDS. 2" INSET RETAINERS TO BE HINGED ON ONE SIDE OF CABINET.

PROVIDE CUSTOMER ALUM. SKIN & FRAME BASE, PAINTED **DURANODIC BRONZE**.

VINYL SPECS: 3M 3630-44 ORANGE, 3M 3630-33 RED, 3M 3630-26 GREEN, 3M 7725-12 BLACK
PAINT SPECS: DURANODIC BRONZE

NOTE: VERTICAL STEEL SUPPORT & FOOTING TO BE SPECIFIED BY ENGINEERING & PROVIDED BY INSTALLER

7-ELEVEN LOGO
DIMENSIONS:
OAH: 58 1/2"
OAL: 53 7/16"



EXISTING CONDITION

Face View & Side Detail - **M37** Monument Sign - Sign E

1/2" = 1'-0"

Display Square Footage (Cabinet): **36.7**

www.harbingersign.com
CLIENT: 7-Eleven #1045197
ADDRESS: 1991 NE 2ND ST DEERFIELD BEACH, FL 32569
CONTACT: DPM: RCC:
SALES ASSOC.: Rick Guarino
PROJECT MGR: Nicole Streeter
DESIGNER: Brandon Winebarger
SVE7777-R3 #10440 (1045197)
F:\Customers\7 Eleven\Art\SVE7777-R3 #10440 (1045197).CDR

Date	Rev.	Description
03.20.19	00	Original
04.04.19	R1	Update art with new site plan & elevations
06.17.19	R1	Add Lock out to disconnect switch verbiage
09.05.19	R2	Update w/ new site plan, increase mon. size
09.09.19	R3	Update art with new site plan & elevations

ZONING: B1	
SQUARE FOOTAGE FORMULA	
Structure Code Information:	
Allowed:	48.0 sqft
Proposed:	36.7 sqft
Height Information:	
Allowed:	8'-0"
Proposed:	8'-0"

NOTE: CUSTOMER TO CONFIRM SIZE OF MONUMENT SIZE ALLOW

VARIANCE SETBACK MAY BE REQUIRE

Customer Notes:

Customer Approval: _____ DATE: _____

Prepared by:
J. Michael Marshall, Esq.
Gunster
450 E. Las Olas Blvd., Ste. 1400
Fort Lauderdale, FL 33301

Record and Return to:

DUMPSTER SHARED USE AND ACCESS EASEMENT AGREEMENT

This Dumpster Shared Use and Access Easement Agreement ("Agreement") is made and entered into as of this 31 day of March, 2020 ("Agreement Date"), by and between Gods Grace & Mercy Inc., a Florida corporation ("GG&M"), and 7-Eleven Inc., a Florida corporation ("7-Eleven"). GG&M and 7-Eleven are collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, GG&M is the fee title owner of that certain real property that is more particularly described on Exhibit "A," attached hereto and made a part hereof ("GG&M Parcel");

WHEREAS, 7-Eleven is the fee title owner of that certain real property that is more particularly described on Exhibit "B," attached hereto and made a part hereof ("7-Eleven Parcel");

WHEREAS, the City of Deerfield Beach ("City"), requires 7-Eleven to have access to a dumpster to meet the solid waste disposal needs of the proposed new store;

WHEREAS, GG&M and 7-Eleven have agreed that it is in the best interest of the Parties for GG&M and 7-Eleven to share the use of the existing dumpsters that are located on the GG&M Parcel;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GG&M and 7-Eleven hereby agree as follows:

AGREEMENT

1. Recitals. GG&M and 7-Eleven agree that the foregoing recitals are true and correct and are incorporated into this Agreement.

2. **Dumpster Shared Use.** The Parties hereby agree to share the use of two (2) 9-cubic yard commercial dumpsters ("Dumpsters") that are located on the GG&M Parcel.

3. **Service Schedule.** The Parties agree that the Dumpsters shall be serviced by the City in accordance with the City's typical service schedule, and by such person(s) that are authorized and designated by the City. The Parties recognize and acknowledge that the City may change from time to time the person(s) who are authorized and designated to service the Dumpsters.

4. **Access Easement.** GG&M hereby grants and conveys to 7-Eleven, its successors and assigns, for the use by 7-Eleven, and its agents and employees, a perpetual, non-exclusive easement appurtenant to the 7-Eleven Parcel that allows access to the GG&M Parcel from the 7-Eleven Parcel and adjacent public right-of-way. This access easement is hereby granted and conveyed to allow for the walking upon, over and across those portions of the GG&M Parcel that are or shall be paved for pedestrian circulation for the sole purpose of accessing the Dumpsters. The easement granted and conveyed herein does not allow for the parking of motor vehicles in connection with uses that are located on the 7-Eleven Parcel.

5. **Payment.** 7-Eleven shall be solely responsible for paying the City's fees for service of the Dumpsters. The Parties shall arrange for the City to forward all invoices associated with the Dumpsters to 7-Eleven. If necessary, either Party may request an extra pick up by the City; however, the requesting Party will be charged all applicable fees for the extra service. If the additional service is requested by GG&M, then GG&M shall pay 7-Eleven for the extra service fees within fourteen (14) days of the receipt of a written demand for payment from 7-Eleven. 7-Eleven's written demand shall be accompanied by an invoice from the City evidencing the amount of the extra service fee and date of the extra service.

6. **Code Violation.** The Parties are bound by the provisions of the City Code with respect to the use of the Dumpsters. GG&M shall immediately forward a copy of any notifications that are received from the City regarding any City Code violations arising from use of the Dumpsters, including but not limited to, dumping of toxic, hazardous or dangerous materials, congested dumpster bin area, and improper dumpster maintenance.

7. **Damages, Maintenance and Repair.**

a. 7-Eleven shall be solely responsible for the routine maintenance of the Dumpsters. The Dumpsters shall be maintained pursuant to the applicable provisions of the City's Code of Ordinances.

b. If it becomes necessary, or otherwise the desire of both Parties, to repair or rebuild the whole or any part of the Dumpsters or dumpster enclosure, the costs for such maintenance, repair or rebuilding shall be borne equally by the Parties. Any repair of damages,

maintenance, general repairing or rebuilding of the dumpster enclosure shall be in the same location and of the same size as the original enclosure or portion thereof, and of the same or similar material of the same quality as that used in the original enclosure or portion thereof. No changes to the location, size or material of the Dumpsters and dumpster enclosure shall be made without the consent of both Parties.

b. If the Dumpsters or dumpster enclosure are damaged by any act or omission of either Party, then the necessary repairs or rebuild shall be made at the expense of the Party whose act or omission caused the damage. In the event that such repairs are not made, then the other Party shall have the right, but not the obligation, after written notice and a 30-day period to cure, to perform any of the required repair and maintenance. In such event, the at-fault Party shall reimburse the other Party for the costs of the repair and maintenance (including any reasonable legal fees) upon the receipt of any commercially reasonable documentation as may be necessary to substantiate such costs. Any invoices not paid by the at-fault Party within thirty (30) days after the date of mailing thereof shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. In addition to any and all other remedies which may be available to the Party that is not at fault, in the event that any such invoice is not paid within thirty (30) days after the mailing thereof, such Party shall have the right to file a claim of lien in the Public Records of Broward County, Florida for such and said amount, plus interest and costs of collection, against the at-fault Party's parcel, which claim of lien shall be foreclosable in the same manner as the foreclosure of a mortgage.

8. **No Public Dedication.** Nothing contained in this Agreement shall, in any way, be deemed or constituted a gift of or dedication by this Agreement to the general public or for the benefit of the general public whatsoever, it being the intention of GG&M and 7-Eleven that the access easement granted in this Agreement be limited to and utilized for the easement purposes expressed herein, with the provisions of this Agreement for the benefit of GG&M and 7-Eleven as expressly set forth in this Agreement

9. **Indemnity.** On demand, 7-Eleven shall indemnify, defend and hold harmless GG&M from, and against any cost, loss, expense, liability, claim, or damage arising from 7-Eleven's use of the dumpsters on the GG&M Parcel, or from the actions or omissions of 7-Eleven's agents, employees, or contractors in connection with the use of the dumpsters on the GG&M Parcel, except to the extent caused by the negligence or willful misconduct of GG&M.

10. **Binding Effect.** This Agreement and the easements granted hereunder shall constitute covenants running with the land and shall bind, and the benefits thereof shall inure to, the GG&M and 7-Eleven, their successors and assigns, and all parties claiming under them.

11. **No Third-Party Beneficiaries.** Nothing contained in this Agreement will be deemed to grant or to confer on any person, except GG&M and 7-Eleven, their successors and assigns, and except for the City with respect to the City's right to approve or deny any termination

of this Agreement under Section 16, the right to assert or exercise a separate or independent right to enforce this Agreement or to enjoy any benefits or privileges under this Agreement.

12. **Remedies.** In the event any Party fails to comply with any term, provision or condition of this Agreement, then such Party shall be in default of this Agreement. If such Party fails to correct any such default within thirty (30) days after receiving written notice from the other Party of such default, or has not begun to diligently cure such default, then the non-defaulting Party shall have the following remedies: (i) bring an action for damages and/or specific performance, or seek any other remedy in law or in equity, (ii) grant additional time to cure such default, (iii) use self-help to cure such default.

13. **Governing Law.** This Agreement shall be interpreted according to, and governed by, the procedural and substantive laws of the State of Florida. Venue for any litigation for any action arising hereunder shall be in a court of competent jurisdiction in Broward County, Florida. The successful Party in any court action brought to enforce or interpret any provision of this Agreement will be entitled to recover its reasonable attorneys' fees and court costs from the unsuccessful Party.

14. **Notices.** All notices or other communications required or permitted to be provided pursuant to this Agreement shall be in writing and shall be hand delivered, sent by United States Postal Service, postage prepaid, by a nationally recognized courier service to the Parties at the addresses listed below. Notices shall be deemed to have been given when delivered if hand delivered, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Postal Service.

Gods Grace & Mercy Inc.
1985 NE 2d Street
Deerfield Beach, FL 33069

7-Eleven Inc.
3200 Hackberry Road
Irving, TX 75063

With a copy to: J. Michael Marshall
Gunster
450 East Las Olas Boulevard
Fort Lauderdale, FL 33301

15. **Entire Agreement.** This Agreement together with its exhibits, is the entire agreement of the Parties and supersedes any and all prior oral and written agreements or understandings between the warranties, or inducements express or implied; other than as set forth in this Agreement. No amendment to this Agreement shall be effective except as provided herein.

16. **Amendment or Termination.** This Agreement may be terminated only by a written agreement signed by all of the then-current fee simple owners of the GG&M Parcel and

7-Eleven Parcel as well as the City Manager of the City of Deerfield Beach (or his designee), and shall be effective only when recorded in the Public Records of Broward, Florida. Any other modification or amendment of this Agreement, or additional obligation assumed by either Party in connection with this Agreement, shall be binding only if evidenced by mutual written consent signed by each Party or an authorized representative of each Party. Subject to applicable law, no consent to any modification, amendment or termination of this Agreement shall be required of any party other than the fee simple owners of the GG&M Parcel and 7-Eleven Parcel (and City in the case of termination), nor shall any party other than the owners of the GG&M Parcel and 7-Eleven Parcel have any right to enforce any of the provisions hereof.

17. Invalidity/Severability. Every term of this Agreement shall be enforceable to the fullest extent permitted by law. If any term of this Agreement is determined to be to any extent unenforceable, that provision will be deemed modified in the most minimal manner so as to make it enforceable, and the remainder of this Agreement shall not be affected. Invalidity of any of the provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

18. Attorneys' Fees. Upon any breach or default of this Agreement, the non-prevailing party agrees to pay all costs of interpretation, enforcement, or collection, including without limitation, attorney's fees, paralegal's fees, mediator's fees, investigator's fees, collection fees or court costs, incurred by the prevailing party, either with or without the institution of any action or proceeding and in addition to all costs, disbursements and allowances provided by law.

19. Miscellaneous. Captions are for convenience only, and shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. GG&M and 7-Eleven have participated fully in the negotiation and preparation of this Agreement; therefore, this Agreement shall not be more strictly construed against either GG&M and 7-Eleven, each one intending to be legally bound hereby. No waiver of the provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver. This Agreement may be executed in one or more counterparts, each of which shall be considered an original but when taken together shall constitute one and the same Agreement. Time is of the essence in the performance of each and every provision of this Agreement. This Agreement shall be recorded in the Public Records of Broward, Florida.

IN WITNESS WHEREOF, GG&M and 7-Eleven have executed this Agreement as of the day and year first set forth above.

WITNESSES:

Gods Grace & Mercy Inc., a Florida corporation

By: [Signature]
Chayne Cottrell, as VP

[Signature]
Print Name: Karley Cottrell

[Signature]
Print Name: Tyler Blank

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of March, 2019, by Chayne Cottrell, as V.P. of Gods Grace & Mercy Inc., a Florida corporation, who is personally known to me, or produced _____ as identification.



[Signature]
Printed Name: Renee Pechonis
Notary Public

Serial Number, if any: _____

(Affix Notary Seal)

WITNESSES:

7-ELEVEN Inc.

By: [Signature]
Ian C. Williams, as Vice President

[Signature]
Robin D. Bryant

Print Name: Robin D. Bryant
Assistant Secretary

[Signature]
Alicia Martinez

Print Name: Alicia Martinez

Texas
STATE OF ~~FLORIDA~~
COUNTY OF ~~ORANGE~~
Dallas

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of April, 2020, by Ian C. Williams, as Vice President of 7-Eleven Inc., a Texas Florida corporation, who is personally known to me, or produced himself as identification.

[Signature]

Printed Name: Braeden Powell
Notary Public

Serial Number, if any: 13148950-2

(Affix Notary Seal)

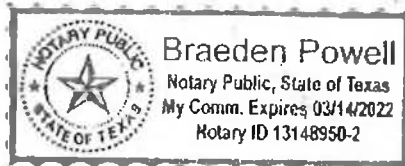


EXHIBIT "A"
GG&M Parcel

The East 37-1/2 Feet of Lot 31, all of Lot 32, and the West 12-1/2 Feet of Lot 33 in Block 11 of OCEAN VUE, a Subdivision of Deerfield Beach, Broward County, Florida, according to the Map or Plat thereof, as recorded in Plat Book 3, Page 34, less and excepting the South 15 Feet of the East 32.5 Feet of Lot 32 and the South 15 Feet of the West 12.5 Feet of Lot 33, all in Block 11, OCEAN VUE Subdivision, according to the the Map or Plat thereof as recorded in Plat Book 3, Page 34, of the Public Records of Broward County, Florida.

EXHIBIT "B"
7-Eleven Parcel

The East 37.5 feet of Lot 33 and the West 25.0 feet of Lot 34, Block 11, Ocean Vue, according to the plat thereof, recorded in Plat Book 3, Page 34, Public Records of Broward County, Florida.





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1677

Agenda Date: 1/10/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Stanich as a member of the Historic Preservation Board; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board ("Board") establishing the power and duties of the Board and providing that the Board shall consist of five (5) regular members. The purpose of the Board is to inventory, designate, certify, regulate, and manage historical resources in the City.

Current Activity

On September 7, 2022, Sally Ling resigned from the Board, creating a vacancy. Judith Stanich has expressed an interest in serving on the Board and has been nominated by Commissioner Todd Drosky to fulfill the vacancy. Upon approval of this appointment, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING JUDITH STANICH AS A
MEMBER OF THE HISTORIC PRESERVATION BOARD; PROVIDING
FOR CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, on January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board (the “Board”), establishing the powers and duties of the Board, and providing that the Board shall consist of five regular members; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the appointing Mayor/Commissioner’s term expires; and

WHEREAS, the purpose of the Board is to inventory, designate, certify, regulate, and manage historic resources in the City; and

WHEREAS, On September 7, 2022, Sally Ling resigned from the Board, which created a vacancy, and Judith Stanich has expressed an interest in serving on the Board.

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. Judith Stanich is hereby appointed to serve as a regular member of the Historic Preservation Board of the City of Deerfield Beach for a term ending May 15, 2025.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: November 21, 2022

The attached application from Judith Stanich for the

Historic Preservation Board

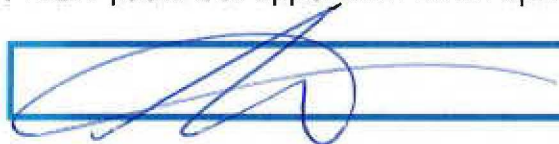
has been received.

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

☒ Regular Member

☐ Alternate Member

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

 12-06-2022

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Historical Preservation Board

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

Name Judith Stanich

Address 2257 Alba Way

City Deerfield Beach

State

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 4

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone (954) 461-1152

Work/Mobile Phone (561) 368-0191

E-mail judithofdfb@gmail.com

Employer University Medical Assoc

Address 7280 W Palmetto Park Rd #205 N Boca Raton FL 33433

Occupation (if retired, please indicate and list former occupation) Office Manager

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

I am presently on the Public Art Committee but I am resigning immediately.

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

Academic: Degrees, Diplomas

Professional: Certification(s)

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

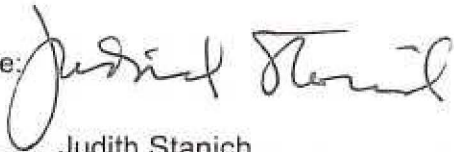
DFB Cultural Committee for 30 years

Organizations: Memberships

VP Historical Society, Even Chair for DFB HS Cultural Center, Kiwanis, Rotary, Friends of the Arboretum

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

Signature:



Date: 11/21/20

Print Name: Judith Stanich

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

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

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



HISTORIC PRESERVATION BOARD

Creating Authority:

Ordinance No. 2020/004

Method of Appointment:

Five (5) Regular Members

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, quarterly or four (4) times within the calendar year

Functions and Responsibilities:

Providing historical markers, plaques, and other recognition for individual historic resources, districts, archaeological sites, archaeological zones, and paleontological zones.

Recommending zoning and building code amendments to the proper authorities to assist in promoting historic preservation.

Developing and applying design guidelines.

Initiating, reviewing, and updating historic site surveys in the City.

Reviewing National Register nominations and providing comments to the appropriate entities.

Reviewing and making recommendations to City staff regarding grants and financial incentives that assist in promoting historic preservation within the City that are available to property owners and the City.

Promoting the awareness of historic preservation and its community benefits.

Preparing and maintaining records of the Historic Preservation Board's actions and decisions.

Fulfilling all obligations and requirements associated with the Certified Local Government Program.
Promoting and assisting in the creation, program, and work of local historical, archaeological, and genealogical societies.

Method of Appointment:

The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated concern for historic preservation.

After expiration of initial members, those appointed in 2020, all other members shall serve for a two (2) year term.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Kiku Martinson (Mayor)	2440 Lob Lolly Lane, Deerfield Beach, FL 33442	954-422-1710 (h) 954-675-3868 (c)	NEW	2021/028	03/16/21	05/15/25
Mary Jones (District 1)	1162 SE 3 rd Terrace, Deerfield Beach, FL 33441	954-205-0258 (cell) 754-323-2479 (work)	NEW	2020/028	03/04/20	05/15/23
Sophia Gayle (District 2)	643 NW 3rd Way Deerfield Beach, FL 33441	954-421-1971 (h) 954-993-9977 (c)	NEW	2021/026	03/16/21	05/15/23
Amie Kay Tanner (District 3)	111 SE 5th Avenue Odas Tanner Way S. Deerfield Beach, FL 33441	954-245-8937	SANTY	2021/100	07/20/21	05/15/25
VACANT (District 4)			LING			05/15/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1678

Agenda Date: 1/10/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Paula Ferrara as a member of the Public Art Program Committee; 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 Public Art Program Committee (the "Committee") was created in 2020 to review proposed artwork to be acquired under the City's Public Art Program, to screen submissions, and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval.

Current Activity

The Committee consists of seven (7) members total, three (3) employees from one or more city departments as selected by the City Manager or designee, and each City Commissioner (excluding the Mayor) shall be permitted to appoint one (1) member. Paula Ferrara has expressed interest in being appointed to the Committee and has been nominated by Commissioner Todd Drosky.

Upon approval, there will be six (6) regular members, with one (1) vacancy.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING PAULA FERRARA
AS A MEMBER OF THE PUBLIC ART PROGRAM COMMITTEE;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, City of Deerfield Beach Code Section 14-135 provides for the City’s Public Art Program Committee (the “Committee”) to consist of seven members; and

WHEREAS, City Code Section 14-135 provides that the City Manager or designee shall select three employees to serve on the Committee and that each Commissioner (excluding the Mayor) shall be permitted to appoint one member to the Committee; and

WHEREAS, the Committee currently has five regular members and two vacancies; and

WHEREAS, Paula Ferrara has expressed an interest in being appointed as a regular member to the Committee.

**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. Paula Ferrara is hereby appointed to serve as a regular member of the Public Art Program Committee. Ms. Ferrara shall serve without compensation.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: November 21, 2022

The attached application from Paula Ferrara for the

Public Art Program Committee

has been received.

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

☒ Regular Member

☐ Alternate Member

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

 12-12-2022

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Public Art Committee

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

Name Paula Ferrara

Address 2249 Deer Creek Alba Way

City Deerfield Bch State Fl. Zip 33442

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

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone 954-596-5159 Work/Mobile Phone 754-224-6698

E-mail Coffeebreak192@AOL

Employer St. Andrews Estates

Address 615a Verde Trail N.
Boca Raton, Fl. 33433

Occupation (if retired, please indicate and list former occupation)
LPN

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

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

Academic: Degrees, Diplomas

Fl. nrsg - LPN

Professional: Certification(s)

Knowledge: Training, interest or experience

Arts and Crafts

Community Involvement: List organizations/positions

0

Organizations: Memberships

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

Signature: Paula Ferrara

Date: 11-4-22

Print Name: Paula Ferrara

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

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



PUBLIC ART PROGRAM COMMITTEE

Creating Authority:

Ordinance No. 2020/006

Method of Appointment:

Seven (7) Members

Financial Disclosure:

None

Compensation:

None

Liaison:

Teresa Rynard, Director of Parks & Recreation, 954-480-4483

Meeting Dates:

Once a month, additional special meetings may be held at the call of the City Manager at such other times as the City Manager may determine.

Functions and Responsibilities:

Review proposed artwork to be acquired under the City's Public Art Program; to screen submissions and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval. Each acquisition should not more than three (3) possible selections, which can be existing works of art or new commissions.

The staff liaison to the Committee or designee shall keep minutes of the Committee proceedings and shall record the vote of each member on items requiring Committee action.

Method of Appointment:

The City's Public Art Program Committee ("Committee") shall consist of seven members: (i) a total of three employees from one or more City departments as designated and selected by the City Manager or designee, and (ii) each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. An Art-In-Public Places ("AIPP") consultant may be contracted by the City to advise the Committee. The Committee's membership needs not be for a fixed term and may be changed from time to time by the City Manager.

Quorum:

Quorum shall be reached when no less than three Committee members are present.

Name Members	Address	Phone	Replaces	Resolution Number	Date Appointed
Andrew Johnson (District 1)	40 SE 19 th Avenue, Apt #119 Deerfield Beach, FL 33441	901-831-5620	NEW	2021/054	04/20/21
VACANT (District 2)			NEW		
Ashley Santy (District 3)	1232 S. Military Trail, Apt# 1913 Deerfield Beach, FL 33442	954-254-2613	NEW	2021/068	05/04/21
VACANT (District 4)			STANICH		
Eric Power (City Employee)	150 NE 2 nd Avenue Deerfield Beach, FL 33441	954-480-4211	NEW		
Kris Mory (City Employee)	150 NE 2 nd Avenue Deerfield Beach, FL 33441	954-480-4317	NEW		
Laura Frank (City Employee)	150 NE 2 nd Avenue Deerfield Beach, FL 33441	954-426-6898	NEW		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1687

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Administrative and Consulting Services Agreement with GovTemps USA, LLC, to provide interim human resources consulting services through June 2, 2023, at a hourly rate of \$126/hour and in a maximum contract amount not to exceed \$100,000; ratifying execution of the Agreement; providing an effective date. (Funds from Account #001-0800-513-32-99 - Human Resources/Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$100,000

Account Name: Human Resources/Other Contractual Services

Account Number: 001-0800-513-32-99

Background/History

The position of Director of Human Resources/Risk Management was vacated with the resignation of the incumbent on December 3, 2022. The HR Director oversees the department whose primary functions of Human Resources and Risk Management. The department performs centralized activities pertaining to workforce planning and employment; professional development and performance management; and employee and labor relations, while ensuring compliance with all legal requirements, such as Equal Employment Opportunity laws; the Family Medical Leave Act; the Veterans Preference Act and the Immigration Act, among others.

Current Activity

Outreach was made to firms and individuals offering professional consulting services and the City engaged the services of GovTemps USA LLC, to provide temporary service effective November 14th, 2022. The assigned individual will provide an average between 20 and 40 hours weekly, will assist in the recruitment process for the replacement director and assist in the transition. The individual has further committed that he will not apply for the full-time position. It is anticipated that the recruitment will begin in January 2023 and the temporary services will end before June 2023.

The hourly rate is \$126, which leads to an average weekly rate of \$4,032. While the initial expenditure is within the City Manager's approval authority, it is anticipated that the total expenditures for the engagement period will be approximately \$100,000. Revenues for this will be covered by the salary savings from the vacant position.

Recommendation

It is recommended that the Commission approve the Resolution, authorizing the consulting services with GovTemps USA, LLC for Human Resources consulting services, in a maximum amount of \$100,000.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN ADMINISTRATIVE AND CONSULTING SERVICES AGREEMENT WITH GOVTEMPS USA, LLC, TO PROVIDE INTERIM HUMAN RESOURCES CONSULTING SERVICES THROUGH JUNE 2, 2023, AT A HOURLY RATE OF \$126/HOUR AND IN A MAXIMUM CONTRACT AMOUNT NOT TO EXCEED \$100,000; RATIFYING EXECUTION OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the position of Director of Human Resources/Risk Management was vacated with the resignation of the incumbent Director on December 3, 2022; and

WHEREAS, City staff conducted outreach with multiple firms and individuals offering professional consulting services and the City engaged the services of GovTemps USA LLC, (“GovTemps”) to provide temporary HR administrative and consulting service effective as of November 14, 2022; and

WHEREAS, the assigned individual will provide an average between 20 and 40 hours weekly of HR administrative and consulting services specified in the Agreement, will assist in the recruitment process for the replacement HR Director, and will assist in the transition with a commitment that the assigned individual will not apply for the full-time position (collectively, the Services”); and

WHEREAS, pursuant to Sec. 38-116(3) of the City Code, contracts for professional services may be made without utilizing a sealed competitive method; and

WHEREAS, the hourly rate is \$126, which results in an average weekly rate of \$4,032; and

WHEREAS, while the initial expenditure is within the City Manager’s approval authority, it is anticipated that the total expenditure for the engagement total approximately \$100,000; and

WHEREAS, pursuant to Section 38-117 of the City Code, expenditures exceeding \$30,000 require City Commission approval; and

WHEREAS, staff recommends the City Commission approve and ratify execution of the Administrative and Consulting Services Agreement with GovTemps, attached as Exhibit “A”, (the “Agreement”) for the Services in an amount not to exceed \$100,000.

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

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

Section 2. The City Commission hereby approves the Agreement with GovTemps, attached as Exhibit “A”, for the Services in an amount not to exceed \$100,000. The City Commission hereby ratifies the City Manager’s execution of the Agreement.

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

ADMINISTRATIVE AND CONSULTING SERVICES AGREEMENT

This Administrative and Consulting Services Agreement (the "Agreement") is entered into on November 14, 2022 (the "Effective Date"), between the **City of Deerfield Beach, Florida**, herein referred to as the "City," and **GovTemps USA LLC**, herein referred to as "Contractor."

AGREEMENT

- A. **DESCRIPTION OF WORK:** Contractor is qualified to and agrees to provide the City with administrative and consulting services pertaining to the overall management, processes, efficiency and operations of the City's Department of Human Resources, including related risk management services. Contractor agrees to function as the City's Interim Human Resources Director. The services and Assigned Employee designated to provide these services are described in the Scope of Services attached hereto as Exhibit "A." Any replacement of the Assigned employee by Contractor shall be subject to approval by the City, which shall not be unreasonably withheld.

The Scope of Services shall also be deemed to include providing all goods and performing all actions necessary to complete the services Contractor has been hired to provide. Contractor will perform services to the highest professional standards customarily accepted within the field of human resources and risk management. In Contractor's performance of services hereunder, Contractor is not required to maintain any specified daily or weekly schedule though will generally work between twenty (20) to forty (40) hours per week. However, Contractor will make every effort to ensure that Assigned Employee is available "as needed" to provide administrative and consulting services to the Department of Human Resources. Contractor is not required to attend any meetings or functions for the City's employees. Contractor may be invited to attend periodic meetings held to provide informational updates regarding projects. However, attendance at these meetings is not mandatory.

- B. **LICENSES AND CERTIFICATIONS:** Contractor ensures that, at all times during the term of this Agreement, Assigned Employee maintains any and all approvals, educational degrees, and/or certifications required to provide administrative services and shall furnish copies of such documents to the City. Contractor shall immediately notify the City if any approvals, educational degrees, or certifications are restricted, revoked or limited in any way during the term of this Agreement. Contractor further agrees that at all times it will comply with any and all applicable laws, rules, regulations and/or ordinances when performing the services and duties contemplated under this Agreement.
- C. **PAYMENT:** In consideration for the releases and indemnities contained herein and Contractor's provision of services, Contractor shall charge the City (through use of a weekly time sheet and the City's billing process) for services performed pursuant to this Agreement. Contractor agrees to use independent discretion in providing administrative and consulting services to the City. Contractor further expressly agrees that Contractor will charge the City \$126 per hour for the provided services.

Contractor shall be fully and solely responsible for any and all expenses incurred by Contractor or Assigned Employee in performance of Contractor's duties hereunder.

Contractor shall submit invoices for services rendered to the City as necessary. Upon receipt of a proper invoice, the City will process payments according to the following schedule: Payment shall be issued every other Friday afternoon by 3:00 p.m. and will reflect services invoiced for the two previous weeks.

- D. USE OF EQUIPMENT:** Contractor shall be solely responsible for providing any supplies or materials needed to perform the services set forth in this Agreement though may use City offices and office supplies when onsite. The City will not reimburse Contractor for any expenses that Contractor incurs pursuant to this Agreement. Specialty equipment costs required for performance of duties, if any, shall be reimbursed based on submitted invoices from Contractor.
- E. RELATIONSHIP OF PARTIES:** This Agreement creates an independent contractor-city relationship. The City will not supervise the work of Contractor. The City is interested only in the results achieved. Contractor is solely responsible for the manner and method by which it provides the services contemplated under this Agreement, and exercises exclusive discretion in this regard. During the term of this Agreement, Contractor will report to the City Manager though the Assistant City Manager will generally act as the liaison between Contractor and the City. Contractor is not an agent of the City for any purpose. Contractor is not entitled to any benefits that the City provides its employees, specifically including, but not limited to, sick leave, vacation, workers' compensation or any other insurance coverage. Contractor shall be solely responsible for withholding and paying any and all applicable Federal, State, and local taxes, Social Security payments, and any other applicable deductions, taxes, or payments. This is not an exclusive agreement. Contractor is free to contract with other parties for similar services.
- F. LIABILITY:** Contractor shall protect, defend, indemnify, and hold harmless the City and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of Contractor, or on behalf of Contractor, or resulting from any misconduct, negligent acts or omissions of Contractor or violation by Contractor of any statute, law, ordinance, regulation on account of the performance or non-performance of any provision of this Agreement. Contractor agrees to indemnify and hold harmless the City against any loss, claim, liability, or cost of any kind whatsoever, arising from Contractor's failure to file any returns.

With the exception of incidents involving gross negligence or willful misconduct by the City, the Contractor further releases the City, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, relating to,

arising out of, or in any manner connected with, any first aid treatment or lack thereof provided to Assigned Employee, or for injuries or illnesses, during participation in any activities contemplated by this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

- G. **INSURANCE:** Commercial Liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, and shall have at least \$2,000,000 per aggregate. It must include premises and/or operations, independent contractors, products and/or completed operations for contracts and broad form contractual coverage applicable to this specific Agreement. Finally, Contactor shall carry Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than \$1,000,000 per occurrence with a combined single limit of two \$2,000,000 per occurrence.
- H. **DURATION:** Either party may terminate this Agreement for any reason with 30 days advance written notice. Either party may terminate this Agreement immediately if either party breaches their respective obligations under this Agreement or engages in conduct which is immoral, illegal or which either party deems to adversely affect its reputation. In the event of termination by the City, Contactor shall not be entitled to any damages and shall not be entitled to any compensation other than that earned prior to notification by the City that this Agreement has been terminated.
- I. **NO AUTHORITY TO BIND:** Contractor shall have no authority to contract for or legally bind the City with respect to any matter, including but not limited to the subject matter of the Agreement.
- J. **NO ASSIGNMENT:** Contractor shall not, under any circumstances, assign this Agreement or his rights or duties hereunder.
- K. **NOTICE:** Whenever either party desires to give notice to the other, it shall be given by written notice and will be deemed given when personally delivered, faxed or seventy-two (72) hours after sent via certified United States mail postage prepaid, return receipt requested.
- L. **AUDIT AND INSPECTION RIGHTS:** The City may, at reasonable times, and for a period of up to three (3) years following the date that final payment under this Agreement is made, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at his principal place of business for a period of three (3) years after final payment is made under this Agreement.

- M. PUBLIC RECORDS:** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, materials, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. In the event of termination of this Agreement by either party, any reports, materials and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

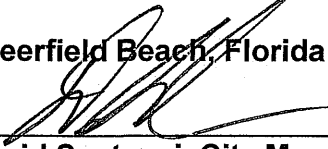
- N. NON DISCRIMINATION POLICY:** Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance of Services under this Agreement on account of race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of service. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his or her race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of service, be excluded from participation in, be denied service, or be subject to discrimination under any provision of this Agreement.
- O. CHOICE OF LAW AND JURY TRIAL WAIVER:** This Agreement and all related matters shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Contractor and the City agree to waive any right to a trial by jury in any litigation over this Agreement or any supplement thereto, including any litigation arising out of Contractor's independent contractor status.
- P. SURVIVAL:** All representations and other relevant provisions of this Agreement shall survive and thereby continue in full force and effect, notwithstanding any termination or expiration of this Agreement under paragraph G or otherwise. If any

provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

- Q. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding and agreement of the parties, and shall not be altered, modified, or amended unless such alteration, modification, or amendment is set forth in writing and signed by the parties.
- R. ATTORNEY'S FEES:** In the event that any of the parties institutes any action or proceeding against the other party (including such affiliates) relating to this Agreement, the prevailing party shall be entitled to reimbursement for all costs and expenses incurred in connection therewith, including payment of all reasonable attorney's fees and costs through all appellate levels.
- S. LEGAL REVIEW:** Each party acknowledges that it has carefully read all of the terms of this Agreement, has had ample opportunity to consult with legal counsel if so desired concerning the terms of this Agreement, and fully understands the consequences of the Agreement terms.
- T. HEADINGS:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.
- U. NON-WAIVER:** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- V. E-VERIFY:** Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor *may not be awarded a public contract for a period of 1 year after the date of termination.*
- W. TEMP-TO-HIRE AND NON-SOLICITATION:** The City agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the City will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee unless it pays GovTemps two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the City's employee

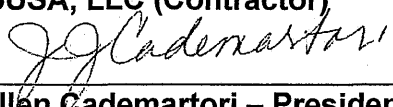
IN WITNESS WHEREOF, the Parties hereto (City and Contractor) have set their hands and seals the month, day and year first written above.

City of Deerfield Beach, Florida (City)

By: 
David Santucci, City Manager

Date

GovTempUSA, LLC (Contractor)

By: 
Joellen Cademartori – President

11/15/2022

Date

ATTESTATION:

Samantha Gillyard, City Clerk

APPROVED AS TO FORM:

Anthony Soroka, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the _____ day of _____, 2022, by David Santucci, City Manager for the City of Deerfield Beach (Employer).

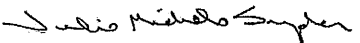
Notary Public, State of Florida

Personally known to me
Or Produced identification
Type of Identification Produced:

Printed, typed or stamped name of
Notary Public exactly as commissioned

STATE OF ILLINOIS

The foregoing Agreement was acknowledged before me, the undersigned Notary Public in and for the State of Illinois, on this, the 11 day of November, 2022, by Joellen Cademartori (Contractor).


Notary Public, State of Illinois

Personally known to me
Or Produced identification
Type of Identification Produced:

Julie Michele Snyder
Printed, typed or stamped name of
Notary Public exactly as commissioned

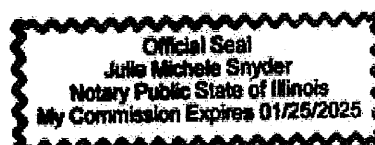


EXHIBIT A

Scope of Services

Job Summary

Performs highly responsible administrative and professional work directing the City's centralized Human Resources Department. Includes supervision of professional staff, long-range planning and budgetary responsibilities. Executes personnel policies mandated by administrative regulations, resolutions, Federal and State law. Serves in a key manager capacity, with considerable independent judgment, furnishing technical assistance and guidance as necessary on matters relating to human resources, and representing the City Manager as needed. Typically responsible for managing multiple programs within a department. Work is performed under the direction of the Assistant City Manager and performance is reviewed from an overall standpoint through reports submitted, conferences, and obtained results of stated goals.

Essential Job Functions

- Plans, organizes, directs, and controls the activities and functions of the Human Resources Department.
- Assigns job duties and monitor task completion.
- Assists employees in career development.
- Develops and maintains accurate and current records of job-related meetings, complaints and investigations.
- Discusses alternatives and recommends the discipline and/or termination of union or nonunion employees. Coordinates the approval and documentation requirements.
- Investigates grievances. Prepares for and attends grievance meetings and hearings.
- Negotiates collective bargaining agreements with union representatives and solicitors.
- Consults with legal counsel to ensure adherence to appropriate laws and regulations concerning matters pertaining to human resources.
- Prepares defenses and presents cases at Unemployment Compensation Hearings. Verifies monthly pay out.
- Submits reports and recommendations to the Commission on the status of programs of the Human Resources Department.
- Update and prepare new job descriptions/classifications and assign salary grades. Researches and analyzes competitive wage rates.
- Maintains salary schedules for employees and implements wage/salary adjustments.
- Assists in developing and monitoring performance appraisals and pay for performance issues.
- Develops programs to reward or recognize employees for length of service, safety, attendance, wellness, or performance.
- Develops compensation, benefit, and other related studies/surveys.
- Develops and administers benefit programs including health and life programs.
- Prepares annual reports and budget estimates for human resources programs.
- Serves as a clearinghouse for questions and provides information.
- Coordinates activities with industry, business, government agencies and fraternal organizations to further communicate human resources goals; prepares programs to develop better understanding in the area of equal employment opportunities and the importance of job development.

- Maintains on-going knowledge of policies, procedures, laws and ordinances, benefits, union agreements, etc.
- Identifies, evaluates, conducts, develops, and arranges for internal and external training initiatives.
- Performs all other related duties as assigned.

ASSIGNED EMPLOYEE: Ronald Clare

POSITION/ASSIGNMENT: Interim HR Director

POSITION TERM: November 14, 2022 – June 2, 2023

BASE COMPENSATION: \$126/hour. Hours per week will vary but are anticipated to be between 20-40/week. Assigned employee shall be paid only for hours worked. Hours should be reported via- email to payroll@govtempsusa.com on the Monday after the prior work week. The Client will be invoiced every other week for hours worked.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1679

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the First Amendment to the Work Authorization with Stantec Consulting Services, Inc. to provide additional services for Phase 2 of the NW Area Improvement Plan relating to design guidelines and catalyst site studies in an additional amount not to exceed \$16,500.00, for a total work authorization aggregate amount of \$72,300.00; providing for implementation and an effective date. (Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$16,000

Account Name: Other Contractual Services/Miscellaneous Planning Consulting

Account Number: 001-1100-515-32-99

Background/History

On April 5, 2022, the City Commission approved Resolution 2022/048 awarding a contract in the amount of \$55,800 to Stantec to perform a scope of services as outlined in their initial proposal dated February 8, 2022. When first planned, the consultant proposed that the total project would consist of three separate phases which were I, Framework, II, Design Guidelines and Catalyst Sites and III, Implementation Strategy. The Phase I scope of work included a review of current zoning and land uses for the subject area, business and housing assessments, multiple meetings with city staff, a public workshop and stakeholder meetings with commercial property owners. A second public meeting as well as upcoming internal meetings with DOT will occur early in 2023.

As this project is ongoing, the Planning & Development Services Department would like to move forward with the second phase of this planning project so as to not hinder any delay in the work being performed. The consultant has amended their phase II scope based on observations and assessments performed in the first phase. The proposed scope is to review four (4) separate commercial properties at an estimated cost of \$4,000 per location for a total cost of \$16,000. These sites have been identified as "catalyst sites" meaning that redevelopment and improvements to these properties would not only substantially change the Northwest area but could drive further redevelopment in other locations.

Planning & Development Services staff has determined that a detailed evaluation of particular properties is the most plausible way to increase redevelopment opportunities. The review of these

sites will identify development capacity, infrastructure needs, private and public potential expenses, traffic circulation and impact, as well as ensuring that the community is involved in providing their input.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE WORK AUTHORIZATION WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE ADDITIONAL SERVICES FOR PHASE 2 OF THE NW AREA IMPROVEMENT PLAN RELATING TO DESIGN GUIDELINES AND CATALYST SITE STUDIES IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$16,500.00, FOR A TOTAL WORK AUTHORIZATION AGGREGATE AMOUNT OF \$72,300.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, pursuant to Request for Qualifications #21-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Stantec Consulting Services, Inc. (“Stantec”) dated April 12, 2021; and

WHEREAS, on April 5, 2022, the City Commission approved Resolution No. 2022/048 approving a work authorization with Stantec (the “Work Authorization”) for professional services for the preparation of the Phase 1 NW Area Improvement Plan Project (the “Project”) and on April 5, 2022, the City and Stantec entered into the Work Authorization for the Project in an amount not to exceed \$55,800.00; and

WHEREAS, the Scope of Services provided that during Phase 1, Stantec would confirm the scope and budget for potential Phase 2 and Phase 3 tasks, if requested by the City; and

WHEREAS, as Phase 1 of the Project is nearing completion, the City has determined that it is necessary to move forward with Phase 2 of the Project related to the design guidelines and catalyst site studies and requested a scope and budget from Stantec for Phase 2; and

WHEREAS, Stantec provided a proposal setting forth the services for Phase 2 of the Project in the amount of \$16,500.00, and City staff reviewed the proposal and determined it is fair and reasonable and consistent with industry standards; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the First Amendment, attached as Exhibit “A”, to the Work Authorization (the “First Amendment”) to provide for these additional Phase 2 services in an amount not to exceed \$16,500.00, for a total aggregate amount of the work authorization not to exceed \$72,300.00; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the First Amendment, attached as Exhibit “A.”

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

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

Section 2. That the City Commission hereby approves the First Amendment, attached as Exhibit “A”, to the Work Authorization with Stantec.

Section 3. That the City Manager is authorized to execute the First Amendment, attached as Exhibit “A”, together with such non-material substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

FIRST AMENDMENT TO WORK AUTHORIZATION WITH STANTEC CONSULTING SERVICES, INC.

This First Amendment to the Work Authorization dated April 5, 2022 ("First Amendment") is made and entered into this _____ day of _____, 2022, by and between the City of Deerfield Beach, a municipal corporation, with its principal address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (the "City") and Stantec Consulting Services, Inc., a Florida corporation, with its principal business address located at 800 Fairway Drive, Suite 195, Deerfield Beach, FL 33441 (the "Consultant").

WITNESSETH:

WHEREAS, the City and Consultant entered into a master CCNA continuing services contract dated April 12, 2021, pursuant to RFQ #21-11-IG (the "Continuing Contract"); and

WHEREAS, on April 5, 2022, the City Commission passed and adopted Resolution No. 2022/048 approving a Work Authorization with the Consultant in an amount not to exceed \$58,000.00 for professional services related to Phase 1 of the NW Area Improvement Plan Project (the "Project"); and

WHEREAS, the Scope of Services provided that during Phase I, the Consultant would confirm the scope and budget for potential Phase 2 and Phase 3 tasks, if requested by the City; and

WHEREAS, as Phase I of the Project is nearing its completion, the City has determined that it is necessary to move forward with Phase 2 of the Project related to design guidelines and catalyst site studies and requested a scope and budget from the Consultant for Phase 2; and

WHEREAS, Consultant provided a proposal setting forth both the scope of services for Phase 2 of the Project in the amount of \$16,500.00 and City staff reviewed the proposal and determined it is fair and reasonable and consistent with industry standards; and

WHEREAS, on _____, 2022, the City Commission passed and adopted Resolution No. 2022/_____ authorizing this First Amendment to the Work Authorization with Consultant for Phase 2 of the Project as more specifically set forth in the attached Exhibit "A"; and

WHEREAS, the City and Consultant desire to enter into this First Amendment to the Work Authorization as more specifically set forth below and pursuant to Resolution No. 2022/_____.

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

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

Section 2. The Work Authorization dated April 5, 2022 for the Project is amended to include the Phase 2 services set forth in Consultant's proposal dated December 12, 2022, attached as Exhibit "A" to this First Amendment ("Phase 2 Services").

Section 3. Section 2 "Compensation" of the Work Authorization is hereby amended to read as follows:

In consideration for the Services to be performed by Consultant for Phase 2 of the Project, the City agrees to pay Consultant an amount not to exceed \$16,500.00 ~~\$55,000.00~~ as further detailed in Exhibit "A." The total aggregate amount of the contract includes Phase 1 and Phase 2 of the Project and the total contract amount shall not exceed \$72,300.00. Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice y the Consultant to the City. In the event of City's termination of the April 5, 2022 or this First Amendment to Work Authorization, pursuant to Section 4, prior to the end or the expiration of this First Amendment to Work Authorization, the City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of the April 5, 2022 Work Authorization or this First Amendment to Work Authorization.

Section 4. All other conditions and terms of the Work Authorization dated April 5, 2022 not specifically amended herein, remain in full force and effect.

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

Section 6. Neither City nor its officers, agents and/or employees have made any representation or promises except as expressly set forth in the Work Authorization and this First Amendment to Work Authorization.

Section 7. This First Amendment shall be effective upon execution.

**FIRST AMENDMENT TO WORK AUTHORIZATION WITH STANTEC CONSULTING
SERVICES, INC.**

IN WITNESS WHEREOF, the City and Consultant intending to be legally bound, have executed this First Amendment to the Work Authorization as of the day and year first above written.

CITY OF DEERFIELD BEACH

Witnesses:

Signature

By: _____
DAVID SANTUCCI, CITY MANAGER

Signature

Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

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

ANTHONY C. SOROKA, CITY ATTORNEY

CONSULTANT

ATTEST:

Stantec Consulting Services, Inc.

Secretary

By: _____
Signature

Print Name: _____

Title: _____

Print Name: _____

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES FOR PHASE 2 OF THE NW AREA IMPROVEMENT PLAN



Stantec Consulting Services Inc.
800 Fairway Drive Suite 195, Deerfield Beach, FL 33441

December 12, 2022
File: N/A

Attention: Mr. Eric Power, AICP, LAIF
Planning and Development Services Director
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Dear Eric,

Reference: NW Area Improvement Plan Scope of Services, Additional Services – Phase II, Catalyst Sites

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to the City of Deerfield Beach for development of the NW Area Improvement Plan, Phase II, Catalyst sites. A project understanding and scope of services is provided below.

PROJECT UNDERSTANDING:

Following on the NW Area Improvement Plan Framework – Phase I, this scope of services will further develop specific catalyst sites within the study area as part of Phase II.

SCOPE OF SERVICES AND DELIVERABLES – PHASE II, NW AREA IMPROVEMENT PLAN CATALYST SITES:

PHASE 2.1: Catalyst Sites

Task 2.1.1 Detailed Site Catalyst Site Plan & Rendering:

Individual catalyst sites will be further developed into AutoCAD site plans based on recommended zoning modifications developed during Phase I to support large scale redevelopment. As the catalyst sites are currently commercial properties it is anticipated the redevelopment program will be mixed-use or mixed-use & commercial infill. Site factors including overall height, commercial square footage, residential units, parking, setbacks, and other core considerations will be included.

Each catalyst site plan will be rendered and further developed in elevation, perspective, or other view to properly articulate the design intent. Additional imagery or graphics may be provided as needed to convey design intent.

Deliverable: rendered site plan and accompanying elevation or perspective for each of the catalyst's sites included within this scope of services.

Reference: NW Area Improvement Plan Scope of Services, Additional Services – Phase II, Catalyst Sites

Cost: The fees included below are estimated based on our experience and the scope items as outlined above. All fees are included as a time and material basis.

Phase	Fee Type	Fee
Phase 2.1.1: Catalyst Sites (\$4,000 per site, estimated 4 sites)	TM	\$16,000
Subtotal	TM	\$16,000
Reimbursable Expense	TM	\$500
Total:		\$16,500

The above-referenced scope of services will be charged on a time and material basis not to exceed **\$16,000** without your prior approval. Labor and non-labor charges (mileage, reproduction, per-diem, etc.) will be charged according to our standard rate schedule and are included in the cost estimate above and are not to exceed **\$500** without your prior approval. Total scope fee for services and reimbursables is **\$16,500**.

Regards,

Stantec Consulting Services Inc.



Jared Beck, AICP
Senior Associate, Senior Planner
Phone: 239 821 2765
Jared.Beck@Stantec.com

Reference: NW Area Improvement Plan Scope of Services, Additional Services – Phase II, Catalyst Sites

By signing this proposal, the City of Deerfield Beach authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the day of , 2022.

Per: City of Deerfield Beach

Print Name & Title

Signature

Attachment: NA
c. David Dixon



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1642

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Amendment to the Memorandum of Understanding and Construction Agreement with Florida Power & Light Company ("FPL") for the City to grant two (2) additional easements to FPL for the construction of overhead and underground transmission lines; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Florida Power & Light ("FPL") desires to construct, operate, and maintain electric transmission and distribution lines and appurtenant equipment ("Facilities") on lands owned by the City of Deerfield Beach. FPL is requesting the City grant FPL easements to construct, operate, and maintain its facilities. As a condition of approval of these easements, the City has requested that FPL design and construct a wide sidewalk within the easement fronting SE 10th Street. The purpose of the Memorandum of Understanding and Construction Agreement is to memorialize the terms and conditions for the City to grant the Utility Easement to FPL and for FPL to construct the sidewalk for the City.

Current Activity

The Utility Easement Area is needed to construct overhead and underground electric transmission and distribution lines on the north side of 10th Street, east of I-95. The first parcel is located on the east side of the intersection of SW 10th Street and Powerline Road and the second parcel, Parcel 22, is located at the intersection of SE 10th Street and South Dixie Highway. These proposed facilities will be upgraded to assist with both hardening the system as well as increasing the system's electrical reliability at a regional level, including the City of Deerfield Beach. This relocation of these facilities is associated with the SW 10th Street connector project and is necessary for continuity of services and operations.

The City's request for a wide, shared-use, sidewalk is to provide better pedestrian and bicycle amenities on SE 10th Street to improve safety and encourage multi-modalism. The sidewalk will be constructed at the sole cost and expense of FPL. The City will maintain the sidewalk upon acceptance.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve these easements and

authorize the City Manager to execute a Memorandum of Understanding and Construction Agreement to FPL to construct, operate, and maintain its facilities on land owned by the City and to construct a sidewalk within the easement.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING AND CONSTRUCTION AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY (“FPL”) FOR THE CITY TO GRANT TWO (2) ADDITIONAL EASEMENTS TO FPL FOR THE CONSTRUCTION OF OVERHEAD AND UNDERGROUND TRANSMISSION LINES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on November 15, 2022, the City Commission passed and adopted Resolution No. 2022/188 approving the execution of a Memorandum of Understanding and Construction Agreement (the “Agreement”) for the City to grant an Easement to FPL for the construction of overhead and underground transmission lines and for FPL to construct a shared-use sidewalk for the City on S.E. 10th Street; and

WHEREAS, on November 27, 2022, the City and FPL executed the Agreement and the City executed the Easement document; and

WHEREAS, subsequent to the execution of the Agreement and Easement, FPL determined that two additional Easements were necessary to complete its project; and

WHEREAS, due to the required additional Easements, it is necessary to amend the Agreement to incorporate the Easement documents as more specifically depicted on the attached Amendment to the Agreement.

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the attached Amendment to the Agreement and two additional Easements attached as Exhibits “C” and “D” to the Amendment.

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. That the City Commission hereby approves the Amendment to the Memorandum of Understanding and Construction Agreement, attached as Exhibit “1”, and granting the two additional Easements.

Section 3. That the City Manager is authorized to execute the Amendment to the Memorandum of Understanding and Construction Agreement, attached as Exhibit “1”, and the two Easements attached as Exhibits “C” and “D”, together with such non-material substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING AND CONSTRUCTION
AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND FLORIDA
POWER AND LIGHT COMPANY**

THIS AMENDMENT ("Amendment") to the Memorandum of Understanding and Construction Agreement entered into November 27, 2022 ("MOA") is made and entered into on _____, 2023 ("Amendment Effective Date") by and between the City of Deerfield Beach, a municipal corporation of the State of Florida ("City") and Florida Power & Light Company, a Florida corporation, having its principal office at 700 Universe Boulevard, Juno Beach, Florida, 33408 ("FPL").

RECITALS

WHEREAS, on November 15, 2022, the City Commission passed and adopted Resolution No. 2022/188 approving the MOA for the City to grant an easement to FPL for the construction of overhead and underground transmission lines and for FPL to construct a shared-use sidewalk for the City on S.E. 10th Street; and

WHEREAS, on November 27, 2022, the City and FPL executed the MOA and the easement attached to the MOA as Exhibit B (the "Easement"); and

WHEREAS, subsequent to the execution of the MOA and Easement, FPL has determined that two (2) additional easements are necessary to complete its project; and

WHEREAS, due to the required additional easements, it is necessary to amend the MOA to incorporate the additional easement documents into the MOA.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the MOA as follows:

1. **Recitals.** The above recitals are true and correct and hereby incorporated herein by reference.

2. That Paragraph 2 of the MOA is hereby amended as follows:

Responsibilities of City. (a) Within ten (10) days after the Effective Date of this Agreement, the City shall deliver to FPL an original duly executed Utility Easement on the form attached hereto as Exhibit B in proper form for recording; and (b) Within ten (10) days of the Amendment Effective Date, the City shall deliver to FPL two (2) original duly executed Utility Easements on the forms attached hereto to this Amendment as Exhibits C and D respectively in proper form for recording.

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING AND CONSTRUCTION
AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND FLORIDA
POWER AND LIGHT COMPANY**

3. All other terms and conditions of the MOA remain in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the dates listed below the Parties' signatures.

CITY

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

ATTEST:

By: _____
David Santucci, City Manager

Samantha Gillyard, City Clerk

Date: _____

Approved As To Form And Legal
Sufficiency for the use and reliance
of the City of Deerfield Beach, Florida,
only:

Anthony C. Soroka, City Attorney

FPL

FLORIDA POWER & LIGHT COMPANY, a
Florida Corporation

By: _____
Signature

Name: _____

Title: _____

Date: _____

EXHIBIT “C”

Prepared by and Return to:

Samantha J. Saucier
Florida Power & Light Company
700 Universe Blvd. B2A/JB
Juno Beach, Florida 33408

Affected FPL Parcel# BR-022
Parcel ID# 484201021270

EASEMENT (Corporate)

KNOW ALL MEN BY THESE PRESENTS that the City of Deerfield Beach, a municipal corporation existing under the Laws of Florida (“**Grantor**”), whose address is 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 and to its successors and assigns (the term “assigns” meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) (hereinafter “**Grantee**”), an easement forever variable in width to be used for the construction, operation, and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, “H” frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as “**Facilities**”), over, under, in, on, upon and across the lands of Grantor situated in the County of Broward, and the State of Florida (hereinafter the “**Easement**”) and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof (the “**Easement Area**”);

together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate the Facilities or any part of them, lay temporary mats, install gates to existing or future fences, install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, the right to mark the location of any underground Facilities by above ground and other suitable markers; together with the right of ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

After Grantor executes this Easement, Grantee, at its sole option, may obtain a certified survey sketch and legal description of the Easement Area, whether or not recorded in the public records where the Easement Area is located. Upon completion of such survey, Grantor hereby authorizes Grantee to execute and record a supplement to this Easement in the public records of Broward County, Florida, without Grantor’s signature, replacing the attached Exhibit A with a certified survey sketch and legal description of the Easement Area.

Grantor, however, reserves the right and privilege to use the Easement Area for agricultural and such other purposes.

Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof Grantor acknowledges and agrees that (i) Grantor's activities shall not interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee, or as might cause a hazardous condition; and (ii) no portion of the Easement Area shall be excavated, altered, obstructed, surfaced or paved and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor without the prior written permission of Grantee. Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

Grantor covenants that Grantor is the fee simple owner of the Easement Area. And further covenants that the Easement Area is free and clear of liens, encumbrances and third party rights and/or claims of any kind.

[This space is intentionally left blank]

[Signature and acknowledgement appear on following pages]

IN WITNESS WHEREOF, Grantor has executed this easement this ____ day of _____, 2022.

GRANTOR:

ATTEST:

CITY OF DEERFIELD BEACH, a municipal corporation existing under the Laws of Florida

_____, City Clerk

By: _____

Name: _____

Title: _____

Date: _____, 2022

City Attorney's Office
Approved as to form and legality

By: _____
_____, City Attorney

Exhibit A

N

CITY OF
DEERFIELD BEACH
Parcel 22

S Dixie Highway

SW 10th Street

0.023 ACRES±

LEGEND

Easement Type

 New

 Parcel Boundary

0

10/6/2022

ISSUED FOR REVIEW

AG

MK

MK

REV

DATE

DESCRIPTION

BY

CKD

APP

FLORIDA POWER & LIGHT

SW 10th Street Goolsby-Deerfield Beach Parcel

SCALE: 1" = 39'
DRAWN BY: AG
ENGINEER: MK
COUNTY: BROWARD
SHEET 1 OF 1

DATE: 10/6/2022
CHECKED BY: MK
SECTION: AS SHOWN
FILE NAME:
Goolsby_DFB_ParcelMaps



GOOLSBY-DEERFIELD BEACH 230KV LINE - NEW
PARCEL LOCATION

EXHIBIT “D”

Prepared by and Return to:

Samantha J. Saucier
Florida Power & Light Company
700 Universe Blvd. B2A/JB
Juno Beach, Florida 33408

Affected FPL Parcel# BR-010
Parcel ID# 484203000370

EASEMENT (Corporate)

KNOW ALL MEN BY THESE PRESENTS that the City of Deerfield Beach, a municipal corporation existing under the Laws of Florida (“**Grantor**”), whose address is 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 and to its successors and assigns (the term “assigns” meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) (hereinafter “**Grantee**”), an easement forever variable in width to be used for the construction, operation, and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, “H” frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as “**Facilities**”), over, under, in, on, upon and across the lands of Grantor situated in the County of Broward, and the State of Florida (hereinafter the “**Easement**”) and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof (the “**Easement Area**”);

together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate the Facilities or any part of them, lay temporary mats, install gates to existing or future fences, install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such Facilities or any part of them, the right to mark the location of any underground Facilities by above ground and other suitable markers; together with the right of ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

After Grantor executes this Easement, Grantee, at its sole option, may obtain a certified survey sketch and legal description of the Easement Area, whether or not recorded in the public records where the Easement Area is located. Upon completion of such survey, Grantor hereby authorizes Grantee to execute and record a supplement to this Easement in the public records of Broward County, Florida, without Grantor’s signature, replacing the attached Exhibit A with a certified survey sketch and legal description of the Easement Area.

Grantor, however, reserves the right and privilege to use the Easement Area for agricultural and such other purposes.

Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof Grantor acknowledges and agrees that (i) Grantor's activities shall not interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee, or as might cause a hazardous condition; and (ii) no portion of the Easement Area shall be excavated, altered, obstructed, surfaced or paved and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor without the prior written permission of Grantee. Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

Grantor covenants that Grantor is the fee simple owner of the Easement Area. And further covenants that the Easement Area is free and clear of liens, encumbrances and third party rights and/or claims of any kind.

[This space is intentionally left blank]

[Signature and acknowledgement appear on following pages]

IN WITNESS WHEREOF, Grantor has executed this easement this ____ day of _____, 2023.

GRANTOR:

ATTEST:

CITY OF DEERFIELD BEACH, a municipal corporation existing under the Laws of Florida

_____, City Clerk

By: _____

Name: _____

Title: _____

Date: _____, 2023

City Attorney's Office
Approved as to form and legality

By: _____
_____, City Attorney

EXHIBIT A

N



CITY OF
DEERFIELD BEACH
484203000370

0.29± acres

LEGEND

-  Parcel
-  New

0	12/15/2022	ISSUED FOR REVIEW	AG	MK	MK
REV	DATE	DESCRIPTION	BY	CKD	APP

FLORIDA POWER & LIGHT

CITY OF DEERFIELD BEACH OWNED PARCEL

SCALE: 1" = 80'
DRAWN BY: AG
ENGINEER: MK
COUNTY: BROWARD
SHEET 1 OF 1

DATE: 12/15/2022
CHECKED BY: MK
SECTION: AS SHOWN
FILE NAME: GL_ParcelMaps



SW 10th Street Relocation Route Study



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1661

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from SW 24th Avenue to SW Natura Boulevard, with the City contribution in a lump sum amount of \$3,871,010.00; providing for implementation and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements 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: \$3,871,010

Account Name: Improvements Other Than Building

Account Number: 413-5020-533-60-31 (FY 23)

Background/History

Reclaimed water, also known as "purple pipe" is water recovered from domestic, municipal, or industrial wastewater treatment facilities that has been given a high degree of treatment and deemed safe for many non-potable water needs. The City of Deerfield Beach does not currently own or operate any treatment facilities for reclaimed water production or distribution. The proposed improvements to SW 10th Street by the Florida Department of Transportation ("FDOT") affords the City a unique opportunity to install a 12" reclaimed water main. The project benefits include improved agricultural production; reduced energy consumption associated with production, treatment, and distribution of water; and significant environmental benefits, such as reduced nutrient loads for receiving water due to reuse of the treated wastewater.

On November 15, 2022, the City Commission approved entering into a Reclaimed Water Supply Agreement with Broward County to purchase Reclaimed Water to provide a source of non-potable water within the City's Service Area.

On November 30, 2022, the Clean Water State Revolving Fund approved the first loan towards the reclaimed water main construction for a total allocation of \$1,900,606 this year and indicates the balance of the City's contribution towards the total \$5,598,924 will be listed as a priority in FY 24.

Current Activity

Inclusion of the 12 inch reclaimed water main was requested by City staff in connection with the

design/build work along SR-9/I-95 from South of SW 10th Street of North of Hillsboro Blvd. in Broward County, Florida. (Financial Management (FM) Number 436964-2-52-01, Funded in Fiscal Year 2024/2025). The total cost for the Department's design-build work and the Project is estimated to be SIX HUNDRED SEVENTY FIVE MILLION THREE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED FIFTY NINE DOLLARS AND NO CENTS (\$675,357,459.00). The City's share for the Project is a one-time lump sum payment of THREE MILLION EIGHT HUNDRED SEVENTY ONE THOUSAND TEN DOLLARS AND NO CENTS (\$3,871,010.00), which sum shall be paid to the Department no later than January 25, 2023. Payment is non-refundable. In the event the actual cost of the Project is less than the payment, the difference shall be retained by the Department to cover costs associated with the Department's design-build work. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the City, it shall be the Department's sole responsibility.

Funds are available in account number 4135020 5336031, Improvements Other Than Building. Funds will be front funded by the Utility Fund until received from the Clean Water State Revolving Fund between the two years' requests.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Locally Funded Agreement with FDOT for construction of a 12 inch Reclaimed Water Main along SW 10th Street from SW 24th Ave to SW Natura Boulevard in Deerfield Beach (FM Number 436964-2-52-01).

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) TO FUND THE CONSTRUCTION OF A 12-INCH RECLAIMED WATER MAIN ALONG SW 10TH STREET FROM SW 24TH AVENUE TO SW NATURA BOULEVARD, WITH THE CITY CONTRIBUTION IN A LUMP SUM AMOUNT OF \$3,871,010.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, FDOT is in the process of implementing a design/build project along SR-9/1-95 from South of SW 10th Street to North of Hillsboro Boulevard for an estimated project cost of \$675,357,459.00; and

WHEREAS, the City has requested that as part of FDOT’s project (the “Project”), FDOT include additional work for the construction of a 12-inch Reclaimed Water Main along SW 10th Street from SW 24th Ave to SW Natura Boulevard (the “Water Main”), which is within the limits of Project; and

WHEREAS, the Water Main benefits include improved agricultural production, reduced energy consumption associated with production, treatment and distribution of water, and significant environmental benefits such as reduced nutrient loads for receiving water due to reuse of the treated wastewater; and

WHEREAS, the City’s share for the Project for the Water Main work is a one-time non-refundable lump sum payment of \$3,871,010.00 due no later than January 25, 2023; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the Locally Funded Agreement with FDOT, attached as Exhibit “A”, (the “Agreement”) to provide for the construction of the 12-inch Reclaimed Water Main as part of FDOT’s Project, with the City’s contribution in a lump sum amount of \$3,871,010.00; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the Agreement, attached as Exhibit “A.”

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

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

Section 2. That the City Commission hereby approves the Locally Funded Agreement, attached as Exhibit “A”.

Section 3. That the Mayor and City Manager are authorized to execute the Locally Funded Agreement, attached as Exhibit “A”, together with such non-material substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Deerfield Beach, located at 200 Goolsby Blvd., Deerfield Beach, Florida 33441, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT's design/build work along SR-9/I-95 from South of SW 10th Street of North of Hillsboro Blvd. in Broward County, Florida. (Financial Management (FM) Number 436964-2-52-01, Funded in Fiscal Year 2023/2024); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM Number 436964-2-52-01): Construction (installation) of 12-inch Reclaimed Water Main, as set forth in Exhibit A attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the PARTICIPANT has agreed to provide the DEPARTMENT with the additional funding needed for the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, 2023, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring Project compliance with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the input of the PARTICIPANT.

5. The total cost for the DEPARTMENT'S design-build work and the Project is estimated to be SIX HUNDRED SEVENTY FIVE MILLION THREE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED FIFTY NINE DOLLARS AND NO CENTS (\$675,357,459.00). The PARTICIPANT'S share for the Project is a one-time lump sum payment of THREE MILLION EIGHT HUNDRED SEVENTY ONE THOUSAND TEN DOLLARS AND NO CENTS (\$3,871,010.00), which sum shall be paid to the DEPARTMENT. The PARTICIPANT'S payment is non-refundable. In the event the actual cost of the Project is less than the PARTICIPANT'S payment, the difference shall be retained by the DEPARTMENT to cover costs associated with the DEPARTMENT'S design-build work. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, shall be the DEPARTMENT'S sole responsibility.
- A. The PARTICIPANT agrees that it will remit payment, no later than January 25, 2023, to the DEPARTMENT in the amount of THREE MILLION EIGHT HUNDRED SEVENTY ONE THOUSAND TEN DOLLARS AND NO CENTS (\$3,871,010.00), to be used for the estimated Project cost for locally funded project number 436964-2-52-01. The Department may utilize the PARTICIPANT'S payment for Project costs.
- B. In the event payment is not received by the DEPARTMENT, by January 25, 2023, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program and not construct and install the 12-inch Reclaimed Water Main.

Remittance shall be made payable to the Department of Florida Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 436964-2-52-01. The DEPARTMENT shall utilize this amount toward Project No. 436964-2-52-01 costs.

Payment shall be mailed to:
Florida Department of Transportation
Office of Comptroller
General Accounting Office, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project # 436964-2-52-01.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT will contact Ms. Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the PARTICIPANT shall send an email notification to D4-lfa@dot.state.fl.us stating the day and time the wire transfer was sent.

6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 436964-2-52-01) is completed as evidenced by the written acceptance of the DEPARTMENT.
9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The PARTICIPANT / Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no

modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Vanita Saini, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, Florida 33441
Attn: Priscilla Cygielnik
Federal Employer ID No.: F-596-000-305

This is space is intentionally left blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF DEERFIELD BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

PARTICIPANT CLERK (SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
PARTICIPANT ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

Exhibit A
Scope of Services
FM# 436964-2-52-01

The DEPARTMENT shall construct, on behalf of the PARTICIPANT, the following improvements:

Utility installation for a new City of Deerfield Beach 12-inch Reclaimed Water Main along SW 10th Street from SW 24th Ave to SW Natura Blvd. Installation shall include, but not be limited to include all utility fittings, fixtures and appurtenances as needed for the construction/installation of the utility.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1662

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from Waterways Boulevard to SW 24th Avenue, with the City contribution in a lump sum amount of \$1,727,824.00; providing for implementation and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements 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: \$1,727,824.00

Account Name: Improvements Other Than Building

Account Number: 413-5020-533-60-31 (Projected for FY 24)

Background/History

Reclaimed water, also known as "purple pipe" is water recovered from domestic, municipal, or industrial wastewater treatment facilities that has been given a high degree of treatment and deemed safe for many non-potable water needs. The City of Deerfield Beach does not currently own or operate any treatment facilities for reclaimed water production or distribution. The proposed improvements to SW 10th Street by the Florida Department of Transportation ("FDOT") affords the City a unique opportunity to install a 12" reclaimed water main. The project benefits include improved agricultural production; reduced energy consumption associated with production, treatment, and distribution of water; and significant environmental benefits, such as reduced nutrient loads for receiving water due to reuse of the treated wastewater.

On November 15, 2022, the City Commission approved entering into a Reclaimed Water Supply Agreement with Broward County to purchase Reclaimed Water to provide a source of non-potable water within the City's Service Area.

On November 30, 2022, the Clean Water State Revolving Fund approved the first loan towards the reclaimed water main construction for a total allocation of \$1,900,606 this year and indicates the balance of the City's contribution towards the total \$5,598,924 will be listed as a priority in FY 24.

Current Activity

Inclusion of the 12 inch reclaimed water main was requested by city staff in connection with the

design/build work along SR-869/SW 10TH Street from Florida's Turnpike/Sawgrass Expressway to West of I-95 in Broward County, Florida. (Financial Management (FM) Number 439891-1-52-01, Funded in Fiscal Year 2024/2025).

The total cost for the Department's construction work and the Project is estimated to be ONE HUNDRED EIGHTY TWO MILLION FOUR HUNDRED FIFTY THOUSAND NINE HUNDRED FIFTY NINE DOLLARS AND NO CENTS (\$182,450,959.00). The City's share for the Project is a one-time lump sum payment of ONE MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (\$1,727,824.00), which sum shall be paid to the Department no later than January 25, 2024. The City's payment is non-refundable. In the event the actual cost of the Project is less than the City's payment, the difference shall be retained by the Department to cover costs associated with the Department's construction work. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the City, then any additional cost shall be the sole responsibility of the Department.

Funds will be earmarked for Fiscal Year 2024 in account number 4135020 5336031, Improvements Other Than Building. Funds will be front funded by the Utility Fund until received from the Clean Water State Revolving Fund between the two years' requests.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Locally Funded Agreement for construction of a 12 inch Reclaimed Water Main along SW 10th Street from Waterways Boulevard to SW 24th Avenue in Deerfield Beach (FM Number 436964-2-52-01).

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A LOCALLY FUNDED AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) TO FUND THE CONSTRUCTION OF A 12-INCH RECLAIMED WATER MAIN ALONG SW 10TH STREET FROM WATERWAYS BOULEVARD TO SW 24TH AVENUE, WITH THE CITY CONTRIBUTION IN A LUMP SUM AMOUNT OF \$1,727,824.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, FDOT is in the process of implementing a design/build project along SR-869/SW 10th Street from Florida’s Turnpike/Sawgrass Expressway to West I-95 for an estimated project cost of \$182,450,959.00; and

WHEREAS, the City has requested that as part of FDOT’s project (the “Project”), FDOT include additional work for the construction of a 12-inch Reclaimed Water Main along SW 10th Street from Waterways Boulevard to SW 24th Avenue, with a connection point to an existing Broward County 12-inch Reclaimed Water Transmission Main at the Powerline Road intersection (the “Water Main”), which is within the limits of Project; and

WHEREAS, the Water Main benefits include improved agricultural production, reduced energy consumption associated with production, treatment and distribution of water, and significant environmental benefits such as reduced nutrient loads for receiving water due to reuse of the treated wastewater; and

WHEREAS, the City’s share for the Project for the Water Main work is a one-time non-refundable lump sum payment of \$1,727,824.00 due no later than January 25, 2024; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the Locally Funded Agreement with FDOT, attached as Exhibit “A”, (the “Agreement”) to provide for the construction of the 12-inch Reclaimed Water Main as part of FDOT’s Project, with the City’s contribution in a lump sum amount of \$1,727,824.00; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the Agreement, attached as Exhibit “A.”

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

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

Section 2. That the City Commission hereby approves the Locally Funded Agreement with FDOT, attached as Exhibit “A”.

Section 3. That the Mayor and City Manager are authorized to execute the Locally Funded Agreement, attached as Exhibit “A”, together with such non-material substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____, 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Deerfield Beach, located at 200 Goolsby Blvd., Deerfield Beach, Florida 33441, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT's design/build work along SR-869/SW 10TH Street from Florida's Turnpike/Sawgrass Expressway to West of I-95 in Broward County, Florida. (Financial Management (FM) Number 439891-1-52-01, Funded in Fiscal Year 2024/2025); and

WHEREAS, the PARTICIPANT has requested that the DEPARTMENT perform the following additional work (FM Number 439891-52-01): Construction (installation) of 12-inch Reclaimed Water Main, as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the PARTICIPANT has agreed to provide the DEPARTMENT with the additional funding needed for the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____, 2023, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the input of the PARTICIPANT.

5. The total cost for the DEPARTMENT'S construction work and the Project is estimated to be ONE HUNDRED EIGHTY TWO MILLION FOUR HUNDRED FIFTY THOUSAND NINE HUNDRED FIFTY NINE DOLLARS AND NO CENTS (\$182,450,959.00). The PARTICIPANT'S share for the Project is a one-time lump sum payment of ONE MILLION SEVEN HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (\$1,727,824.00), which sum shall be paid to the DEPARTMENT. The PARTICIPANT'S payment is non-refundable. In the event the actual cost of the Project is less than the PARTICIPANT'S payment, the difference shall be retained by the DEPARTMENT to cover costs associated with the DEPARTMENT's construction work. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the PARTICIPANT, then any additional cost shall be the sole responsibility of the DEPARTMENT.

A. The PARTICIPANT agrees that it will remit payment, no later than January 25, 2024, to the DEPARTMENT with a check in the amount of ONE MILLION SEVEN HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (\$1,727,824.00), to be used for the estimated Project cost for locally funded project number 439891-1-52-01. The Department may utilize this contribution for payment of the costs of the Project.

In the event payment is not received by the DEPARTMENT, by January 25, 2024, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program and not construct and install the 12-inch Reclaimed Water Main.

Remittance shall be made payable to the Department of Florida Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM No. 439891-1-52-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 439891-1-52-01.

Payment shall be mailed to:
Florida Department of Transportation
Office of Comptroller
General Accounting Office, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
State of Florida Department of Financial Services
Bureau of Collateral Management
Re: DOT – K 11-78, Financial project # 439891-1-52-01.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT will contact Ms. Jennifer Bennett at 850-414-4861. In addition to calling Ms. Bennett, the PARTICIPANT shall send an email notification to d4-lfa@dot.state.fl.us stating the day and time the wire transfer was sent.

6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 439891-1-52-01) is completed as evidenced by the written acceptance of the DEPARTMENT.
9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The PARTICIPANT / Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon

any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Vantia Saini, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Deerfield Beach
200 Goolsby Blvd.
Deerfield Beach, Florida 32960
Attn: Priscilla Cygielnik
Federal Employer ID No.: F-596-000-305

This is space is intentionally left blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF DEERFIELD BEACH

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

PARTICIPANT CLERK (SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

APPROVED:

BY: _____
PARTICIPANT ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

Exhibit A
Scope of Services
FM# 439891-1-52-01

The DEPARTMENT shall construct, on behalf of the PARTICIPANT, the following improvements:

Utility installation for a new 12-inch Reclaimed Water Main along SW 10th Street from Waterways Blvd. to SW 24th Ave. with a connection point to an existing Broward County 12-inch Reclaimed Water Transmission Main at the Powerline Rd. intersection. Installation shall include, but not be limited to include all utility fittings, fixtures and appurtenances as needed for construction/installation of the utility.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1681

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Amendment 1 to the 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 Amendment; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background

On July 12, 2022, the City Commission approved Resolution 2022/116 for the maintenance of improvements associated with the SW 10th Street Connector Project. This amendment updates the Exhibit A Project Scope of the Highway Maintenance Memorandum of Agreement. There are no other changes amending the original HMOA agreement. All of the improvements are to be completed by the Florida Department of Transportation within the City's existing rights-of-way.

Current Activity

The features will be constructed by FDOT on City of Deerfield Beach property south of SW 10th St between SW 28th and SW 24th Avenues. The following project scope item has been added:

- Noise Barrier Wall (FDOT to maintain following construction, and contingent on neighborhood opting for noise wall)
- Storm sewer pipe, structure, and outfall improvements for SW 10th St (FDOT to maintain following construction)
- Public and Private Utility Relocations (Utility Agencies to operate and maintain following construction)
- Access driveways and paths for the City of Deerfield Beach and Broward County Water Control District, for maintenance and operations access following construction

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach, Florida approve Amendment One to the Highway Maintenance Memorandum of Agreement between the State of Florida Department of Transportation and the City of Deerfield Beach for improvements associated with the SW 10th Street projects, FM Nos. 439891-1 and 436964-2.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AMENDMENT 1 TO THE 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 AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on July 12, 2022, the City and the Florida Department of Transportation (“FDOT”) entered into a Maintenance Memorandum of Agreement (“MMOA”) for the purpose of maintaining the improvements associated with the SW 10th Street Connector Project; and

WHEREAS, FDOT desires to amend the MMOA for the purpose of updating the Project Scope to include a noise barrier wall to be maintained by FDOT, storm sewer pipe, structure, and outfall improvements for SW 10th to be maintained by FDOT following construction, public and private utility relocations, and access driveways and paths for the City and Broward County Water Control District, as more specifically set forth in Exhibit “A” of the attached Amendment 1 to the MMOA (the “Updated Project Scope”); and

WHEREAS, the City and FDOT desire to amend the MMOA, as set forth in Exhibit “1”, to include the Updated Project Scope in the MMOA (the “Amendment”); and

WHEREAS, all other terms and conditions of the MMOA remain in full force and effect; and

WHEREAS, City staff recommends approving and authorizing execution of the Amendment to the MMOA with FDOT, attached as Exhibit “1,” to incorporate the Updated Project Scope into the MMOA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

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

Section 2. The City hereby approves the Amendment to the MMOA with FDOT, attached as Exhibit “1,” to incorporate the Updated Project Scope into the MMOA.

Section 3. The City Manager is hereby authorized to execute the Amendment with FDOT, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CLERK

SECTION No.:
 FM No.: [439891-1 and
 436964-2]
 AGENCY: [City of Deerfield Beach]
 C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT - Amendment 1

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the City of Deerfield Beach, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

This amendment updates the Exhibit A Project Scope of the Highway Maintenance Memorandum of Agreement executed July 12, 2022, City Resolution No. 2022/116. There are no other changes amending the original HMOA agreement, attached hereto as Exhibit B.

1. LIST OF EXHIBITS

- **Exhibit A:** Project Scope REVISION 1
- **Exhibit B:** Original Executed HMMOA

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

ATTEST:

[City of Deerfield Beach
City Commission

By: _____ City of Deerfield Beach _

_____ day of _____, 20_____

Approved as to form by Office of [City] Attorney

By: _____

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____ Steve Braun, P.E.

Transportation Development Director

_____ day of _____, 20_____

Approval :

Office of the General Counsel (Date)

SECTION No.: N/A
FM No.: [439891-1 and
436964-2]
AGENCY: [City of Deerfield
Beach]
C.R. No.: [N/A]

EXHIBIT A

PROJECT SCOPE REVISION ONE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way, or along DEPARTMENT right-of-way for elements that the AGENCY will be responsible for maintaining, as noted below. The following project scope item has been added:

City Property Improvements by FDOT Contractor (SW 28th Ave to SW 24th Ave): The following features will be constructed by FDOT within City of Deerfield Beach property south of SW 10th St state Right of Way, between SW 28th and SW 24th Avenues.

- Noise Barrier Wall (FDOT to maintain following construction)
- Storm sewer pipe, structure, and outfall improvements for SW 10th St (FDOT to maintain following construction)
- Public and Private Utility Relocations (Utility Agencies to operate and maintain following construction)
- Access driveways and paths for City of Deerfield Beach and Broward County Water Control District, for maintenance and operations access following construction.

SW 10TH STREET CONNECTOR (439891-1 & 436964-2) - HMMOA LIMITS



SECTION No.: N/A
FM No.: [439891-1 and
436964-2]
AGENCY: [City of Deerfield
Beach]
C.R. No.: [N/A]

EXHIBIT B

ORIGINAL EXECUTED HMMOA

RESOLUTION NO. 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

WHEREAS, the City has jurisdiction over S. Military Trail, E. Newport Center Drive, W. Newport Center Drive, SW 12th Avenue, and FAU Research Park Boulevard; and

WHEREAS, pursuant to Sections 339.07, 339.08, and 339.12, Florida Statutes and Federal funding provisions, the Florida Department of Transportation ("FDOT") is authorized to undertake projects within the City's geographical limits; and

WHEREAS, FDOT and the City agree to have FDOT construct certain improvements as part of the SW 10th Street Connector Project (the "Project"), which involves minor elements of work on off-system City roadways; and

WHEREAS, FDOT requires that an agreement be in place between the City and FDOT (the "MMOA") to ensure proper maintenance of the Project; and

WHEREAS, under the MMOA, the City grants to FDOT all rights necessary to enter and construct the Project on City right of way and the City agrees to maintain the existing roadway and any property owned by the City until FDOT begins construction of the Project, be responsible for mowing and litter removal during the duration of the Project, and maintain the improvements upon completion of the Project; and

WHEREAS, City staff recommends approving, and authorizing execution of, the MMOA with FDOT, attached as Exhibit "A," for maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY 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 MMOA with FDOT, attached as Exhibit "A," for maintenance of the Project.

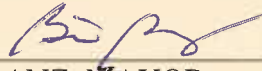
Resolution 2022/116

Section 3. The City Manager is hereby authorized to execute the MMOA with FDOT, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

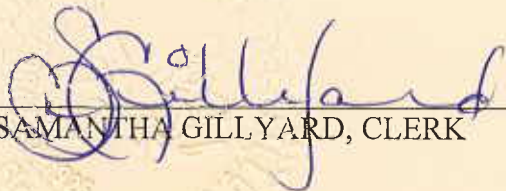
Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF JULY, 2022.



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CLERK

SECTION No.:**FM No.:** 439891-1 and
436964-2**AGENCY:** City of Deerfield Beach

**DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, entered into this 12th day of July, 2022, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the City of Deerfield Beach, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY collectively referred to as Parties.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over S Military Trail, E Newport Center Dr., W Newport Center Dr., SW 12th Avenue, and FAU Research Park Boulevard, as part of the City of Deerfield Beach. roadway system adjacent to the project limits.

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY's geographical limits and the AGENCY agrees to have this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement with the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY agree to have the DEPARTMENT construct certain improvements more particularly described as Financial Project ID 439891-1 and 436964-2, which involves minor elements of work on off-system AGENCY roadways, hereinafter referred to as the "Project", as more particularly described in **Exhibit A**; and

WHEREAS, the DEPARTMENT may not spend state funds for off-system projects; and

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution on the 12th day of July, 2022 a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project. The AGENCY is responsible for additional Project costs determined to be Federal Aid Non-Participating.
3. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property. No further permit or agreement from the Agency shall be required to construct this Project. [The AGENCY shall satisfy any tree permit obligation imposed by Broward County.]
4. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project. The AGENCY shall continue to be responsible for mowing and litter removal during the duration of the Project.
5. Upon "final acceptance" by the DEPARTMENT of the Project, (as "final acceptance" is described in the Standard Specifications for Roadway and Bridge Construction dated 2022, as amended), and Notice thereof to the AGENCY, the AGENCY shall maintain the Project, at its own cost, in accordance with the following Federally and State accepted standards: (a) FDOT Design Manual (FDM), current edition (b) Florida Green Book dated 2018, as amended (c) Governing standards and specifications: FDOT Design Standards dated FY 2022, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2022, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended.
 - a. The AGENCY grants to the DEPARTMENT all rights necessary to enter and construct the Project on AGENCY right of way.
 - b. The Department shall give the AGENCY seven (7) days' notice before final inspection. The AGENCY will have the opportunity to inspect and identify corrections to the PROJECT within seven (7) days' notice and the DEPARTMENT agrees to undertake those corrections prior to final acceptance so long as the corrections comply with the Final Proposed Construction plans and specifications previously approved by both the DEPARTMENT and the AGENCY.
6. The DEPARTMENT will acquire a portion of right of way along Military Trail, north of SW 10th St. No additional right of way is required for the PROJECT, related to this Agreement.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is

transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.

9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. The AGENCY shall comply with any and all request of the DEPARTMENT to provide written notice to utility owner to initiate work necessary to alleviate interference at its own expense; to remove or relocate non-compliant utilities; and to place liens upon non-compliant utility owners within the AGENCY right of way, as defined in Florida Statutes 337.403 and 337.404. The AGENCY shall be liable and reimburse the DEPARTMENT for any cost incurred by the DEPARTMENT for the AGENCY's failure to comply with said request.
10. Signals: The AGENCY shall cooperate with the DEPARTMENT to effect signal and interconnect connections for the Project, where applicable.
11. The DEPARTMENT and the AGENCY shall keep the commitments established in the PD&E study, Preliminary Engineering Report and as amended by approved re-evaluations.
12. Drainage shall be included as needed to maintain connectivity with the current stormwater needs of the local roadways, matching in general the existing stormwater management system in place on AGENCY facilities.
13. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT to the extent necessary to construct the Project. This shall include but not be limited to the execution of documents; allowing the Department and/or their contractors/consultants to enter upon the real property owned, leased, possessed and/or controlled by the Agency upon which the Project is to be constructed or any property adjacent thereto.
14. E-Verify requirements: The AGENCY:
 - shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
 - shall expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term.

15. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the final [RFP Concept Plans /Documents]. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
16. The DEPARTMENT will provide the AGENCY with as-builts as a part of the final acceptance package.
17. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.
18. LIST OF EXHIBITS
 - **Exhibit A:** Project Scope

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

ATTEST:

DocuSigned by:

Heather Monetmayor

5E72EBB3A1E04DD...

for Samantha Gillyard, City Clerk

AGENCY

City of Deerfield Beach

DocuSigned by:

By: *David Santucci*
6E00D88DCB45419...
David Santucci, City Manager

_____ day of 7/18/2022, 20_____

Approved as to form by Office of City Attorney

DocuSigned by:

By: *Anthony Soroka*
5CAA0437D59A4C4...
Anthony Soroka, City Attorney

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Steven Braun
86FB79A8F1EF4EE...
By: _____ Steve Braun, P.E.

Transportation Development Director

7/27/2022 | 10:09 AM EDT
_____ day of _____, 20_____

Approval :

DocuSigned by:

Elizabeth Quintana 7/25/2022 | 11:54 AM EDT
1A2D0B70287748B...
Office of the General Counsel (Date)

FM
No.: 439891-1 and
436964-2
AGENCY: City of Deerfield
Beach

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing right-of-way, or along DEPARTMENT right-of-way for elements that the AGENCY will be responsible for maintaining, as noted below.

Typical Section/Roadway

Military Trail (South & North of SW 10th St)

- 4 lane divided curb and gutter road with 11ft lanes and a raised median, 11ft dual left turn lanes and 10ft right turn lanes. Typical section also includes 5ft bike lanes, curb and gutter, and 6ft concrete sidewalks in each direction

FAU Research Park Blvd:

- Maintain existing configuration with connection to improved local SW 10th St

West Newport Center Dr and SW 12th Avenue:

- Add curb and gutter/sidewalk and provide new configuration as needed to connect to improved local SW 10th St and proposed roundabout at intersection of east and west Newport Center Dr.

East Newport Center Dr

- Add curb and gutter/sidewalk and provide new configuration as needed to connect to improved local SW 10th St and proposed roundabout at intersection of east and west Newport Center Dr.

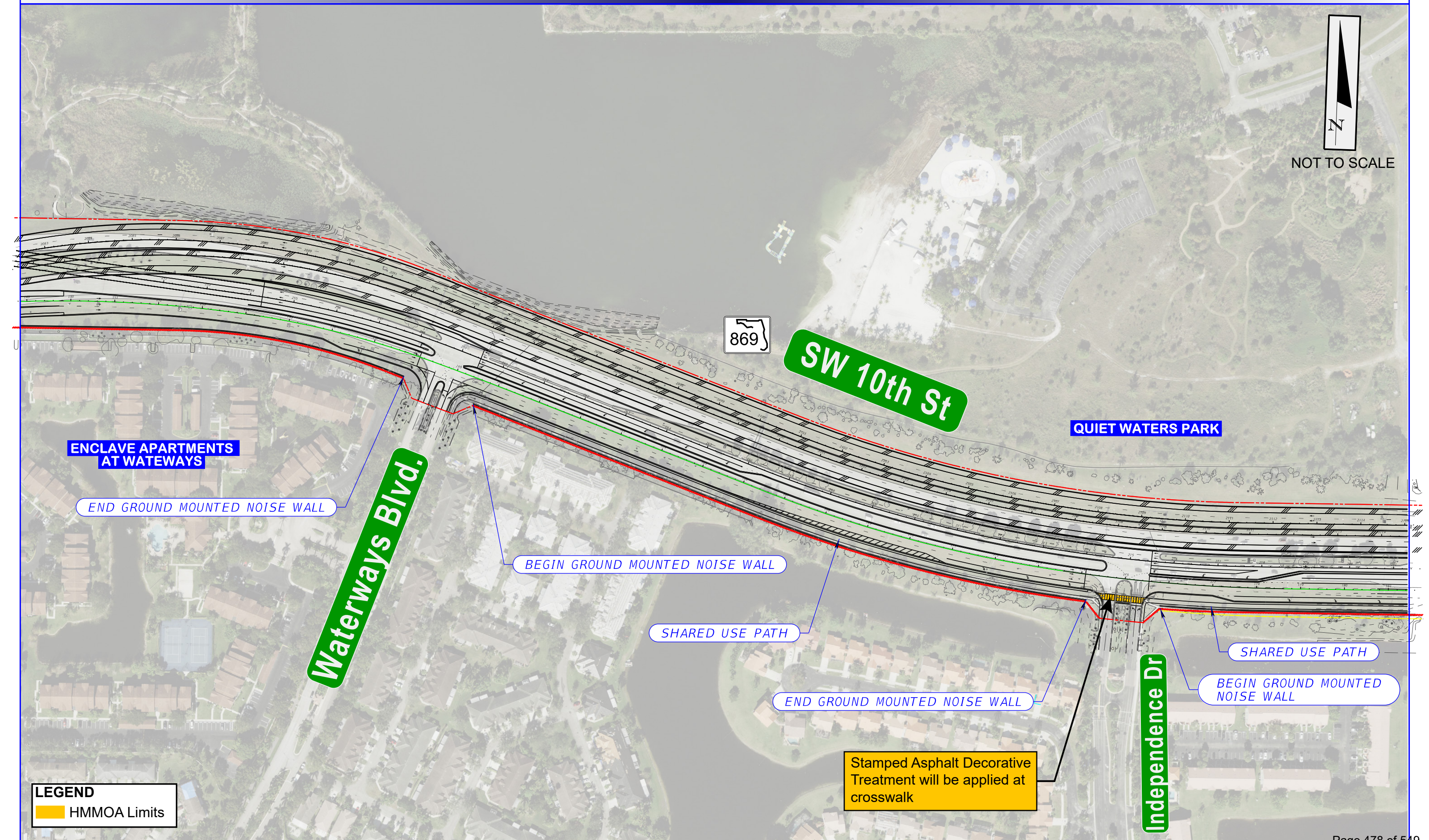
Signing and Pavement Markings

- Replace Signing and Pavement markings along Newport Center Drives, Military Trail, SW 12th Ave, and FAU Research Park Blvd., as needed to accommodate the revised roadway design
- Stamped Asphalt Decorative Treatment: Will be applied at all crosswalks per attachment

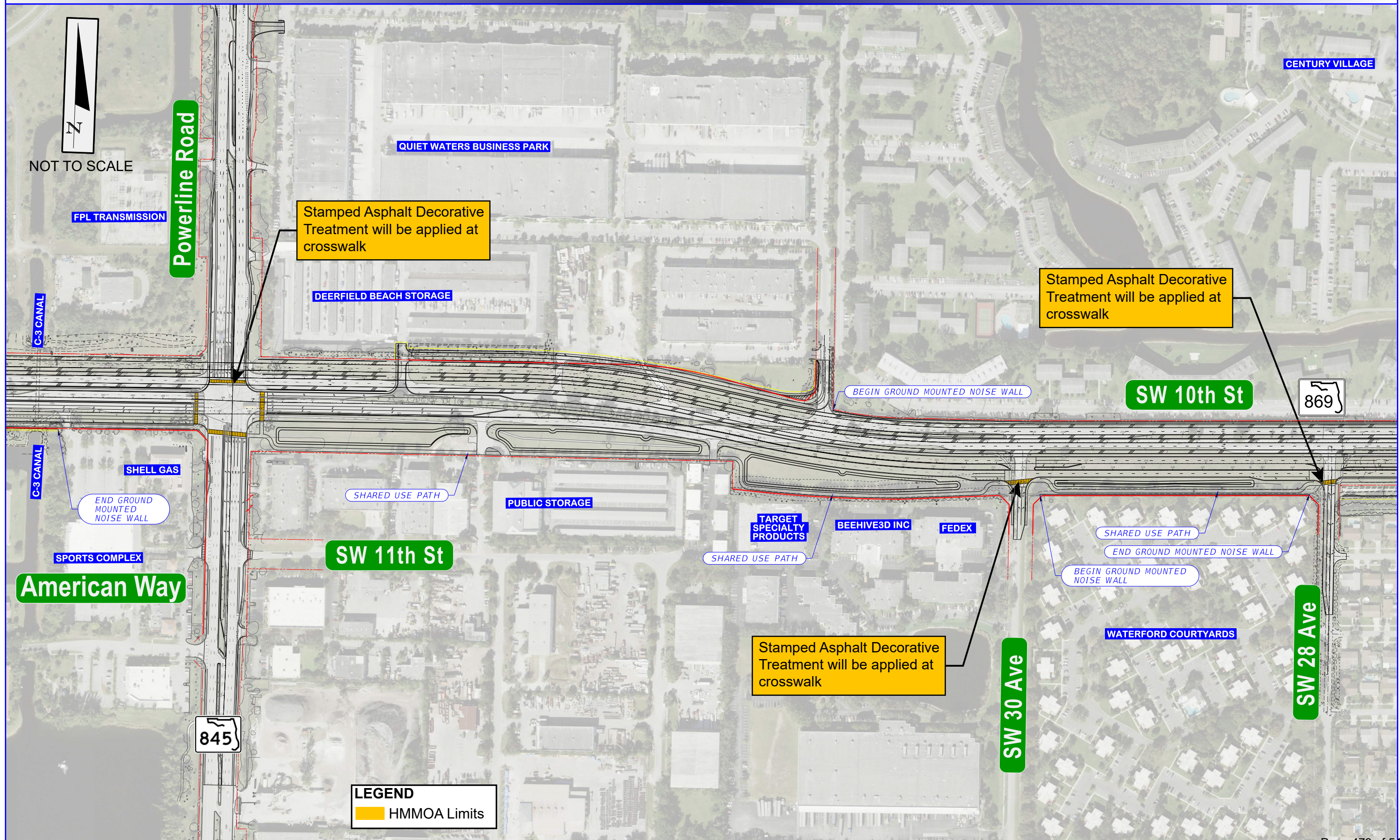
Drainage Modify storm sewer system as necessary to accommodate the revised roadway design

Permits The FDOT will acquire any Broward County WCS or SFWMD permits required, in the AGENCY's name

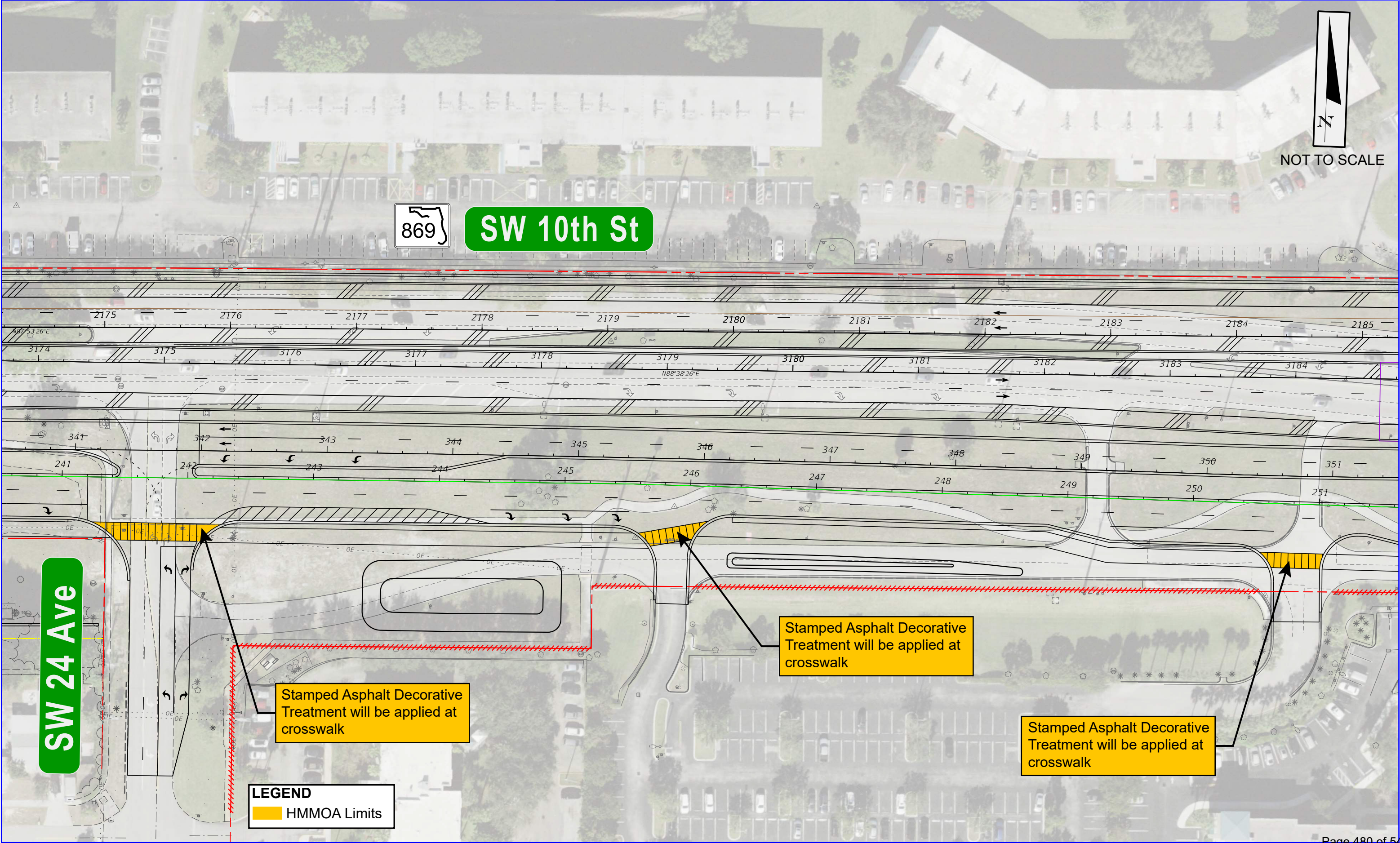
SW 10TH STREET CONNECTOR (439891-1) - HMMOA LIMITS



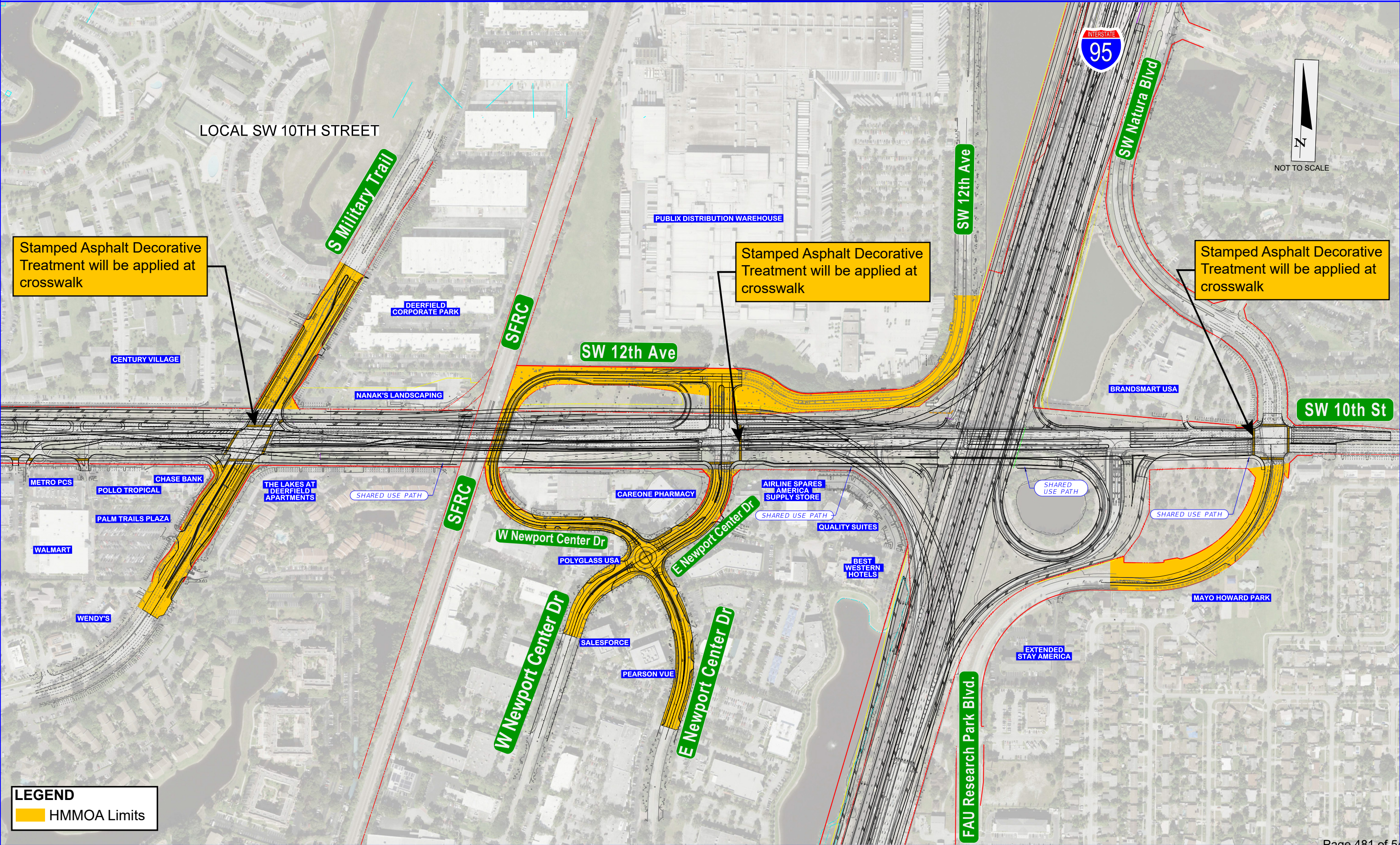
SW 10TH STREET CONNECTOR (439891-1) - HMMOA LIMITS



SW 10TH STREET AND I-95 INTERCHANGE (436964-2) - HMMOA LIMITS



SW 10TH STREET AND I-95 INTERCHANGE (436964-2) - HMMOA LIMITS





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1663

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amended and Restated Interlocal Agreement with the Broward Metropolitan Planning Organization and the Cities of Hollywood, Pompano Beach and Plantation for the creation of the Metro Transportation Engineering and Construction Cooperative; authorizing execution; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On March 15, 2022, the City Commission of the City of Deerfield Beach approved a resolution to enter into an Interlocal Agreement ("ILA") for the Creation of the Metro-Transportation Engineering & Construction Cooperative ("MTECC") for the purpose of administering both Federal Aid Projects, and transportation projects completed without the use of federal funding (the "Local Projects").

On October 13, 2022, the MTECC board approved the City as a member of MTECC. At that time it was brought to the City's attention that the ILA had been modified to include the following two "Whereas" clauses on page 2, "WHEREAS, the Parties entered into the Interlocal Agreement for the Creation of the Metro Transportation Engineering & Construction Cooperative which was recorded Instrument No. 118179439 with the Clerk of Court for Broward County, Florida in accordance with Chapter 162.01(11) Fla. Stat. on May 31, 2022 {the "Original Agreement"}).

"WHEREAS, the Parties desire to amend the Agreement to eliminate the prohibition on a member of the MTECC Board serving simultaneously on the BMPO as previously described in Section 8.f. of the Original Agreement." This change included the removal of the last sentence of section 8 (f) Board Member Eligibility, which previously read, "Board Members shall not serve simultaneously on the MTECC Board and the board of the MPO."

Current Activity

Upon certification under the Local Agency Program ("LAP"), MTECC may contract for the project delivery of Federal Aid Projects on behalf of FDOT. MTECC shall make available to Municipal Members those services necessary to implement the purposes of the ILA. The Services shall be performed by BMPO Staff, BMPO Consultants, MTECC Consultants, and MTECC Staff.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach adopt the Amended and Restated MTECC ILA .

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND THE CITIES OF HOLLYWOOD, POMPANO BEACH AND PLANTATION FOR THE CREATION OF THE METRO TRANSPORTATION ENGINEERING AND CONSTRUCTION COOPERATIVE; AUTHORIZING EXECUTION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, on March 15, 2022, the City Commission approved Resolution No. 2022/042 authorizing the execution of an Interlocal Agreement (the “Interlocal Agreement”) with the Broward Metropolitan Planning Organization (“BMPO”) and the Cities of Hollywood, Pompano Beach and Plantation for the creation of the Metro Transportation Engineering and Construction Cooperative (“MTECC”); and

WHEREAS, Paragraph 8 of the Interlocal Agreement established the MTECC Board, which shall be comprised of one eligible, voter elected representative from each of the Founding Members; however, Paragraph 8f. prohibits Board Members from serving simultaneously on the MTECC Board and the Board of the BMPO; and

WHEREAS, subsequent to the execution and recordation of the Interlocal Agreement by all parties, it has been determined that the prohibition set forth in Paragraph 8f. should be removed and a First Amended and Restated Interlocal Agreement has been prepared to effectuate removal of this prohibition; and

WHEREAS, the City staff recommends that the City Commission approve and authorize execution of the First Amended and Restated Interlocal Agreement with the BMPO and the Cities of Hollywood, Pompano Beach and Plantation, attached as Exhibit “A” (the “Amended ILA”).

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 Amended ILA with the BMPO and the Cities of Hollywood, Pompano Beach and Plantation, attached as Exhibit “A”.

Section 3. The appropriate City officials are authorized to execute the Amended ILA, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR THE CREATION
OF THE METRO TRANSPORTATION ENGINEERING & CONSTRUCTION
COOPERATIVE**

This First Amended and Restated Interlocal Agreement for the creation of the Metro Transportation Engineering & Construction Cooperative (the "Agreement") is made and entered into, by and between the Broward Metropolitan Planning Organization (the "BMPO") and the undersigned Florida Municipal Corporations, each a Florida municipality or local government unit of the State of Florida (the "Municipal Members") (collectively the BMPO and Municipal Members shall be referred to as the "Parties").

RECITALS:

WHEREAS, on August 20th, 2015, the Federal Highway Administration, Florida Division and the State of Florida Department of Transportation entered into the Stewardship and Oversight Agreement on Project Assumption and Program Oversight (the "Oversight Agreement"); and

WHEREAS, the Oversight Agreement specifically authorizes the Florida Department of Transportation ("FDOT") to permit certified local agencies to carry out its responsibilities for administering federally funded transportation projects ("Federal Aid Projects"); and

WHEREAS, FDOT may only delegate its responsibility for the administration of Federal Aid Projects to a unit of government that has been certified under the FDOT Local Agency Program (the "LAP"); and

WHEREAS, the rules and requirements for the certification of a local agency are enumerated in the Florida Department of Transportation Local Agency Program Manual (the "Manual"); and

WHEREAS, FDOT has an extensive work program of Federal Aid Projects that fall within the jurisdiction of municipalities across Broward County (the "County"); and

WHEREAS, the Municipal Members desire to leverage their respective resources by creating an entity that may be LAP certified to complete all Federal Aid Projects located within their respective jurisdictions; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of governmental units; and

WHEREAS, the Parties to this Agreement desire to establish the Metro Transportation Engineering & Construction Cooperative ("MTECC") for the purpose of administering both Federal Aid Projects and transportation projects completed without the use of federal funding ("Local Projects"); and

WHEREAS, the BMPO is duly organized and existing under Section 339.175, Florida Statutes. The BMPO has unique experience in multimodal transportation planning and the review, ranking prioritization, programming, and coordination of municipal transportation projects, which can assist the Municipal Members in efficient and effective decision-making regarding future transportation investments and the use of federal and state and local transportation funding options; and

WHEREAS, Section 339.175, Florida Statutes specifies that the BMPO shall have such powers and privileges that are provided under Section 163.01 and does further authorize the BMPO to coordinate "development activities" in coordination with other local governments; and

WHEREAS, MTECC will administer these Federal Aid Projects in a manner that compliments the implementation of Local Projects; and

WHEREAS, the Parties desired to empower MTECC to accept funds for, and oversee the construction of the Federal Aid Projects as well as Local Projects; and

WHEREAS, the Parties entered into the Interlocal Agreement for the Creation of the Metro Transportation Engineering & Construction Cooperative which was recorded Instrument No. 118179439 with the Clerk of Court for Broward County, Florida in accordance with Chapter 162.01(11) Fla. Stat. on May 31, 2022 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to eliminate the prohibition on a member of the MTECC Board serving simultaneously on the BMPO as previously described in Section 8.f. of the Original Agreement.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. **Recitals.** Each and all of the forgoing recitals shall be incorporated herein and acknowledged to be true and correct to the best of the Parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.
2. **Definitions.** The following terms shall have the meanings prescribed herein.
 - a. **Agreement** means and refers to this instrument, as amended from time to time.
 - b. **BMPO** means and refers to the Broward Metropolitan Planning Organization.
 - c. **BMPO Consultants** means and refers to private contractors engaged by BMPO.
 - d. **BMPO Staff** means and refers to employees of the BMPO.
 - e. **County** means and refers to Broward County.
 - f. **FDOT** means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.
 - g. **Federal Aid Project** means and refers to transportation related projects funded by FDOT through a Local Agency Program ("LAP") Agreement.
 - h. **Fiscal Year** means and refers to the twelve month period commencing October 1st and concluding September 30th.
 - i. **Founding Members** means and refers to the City of Plantation, the City of Pompano Beach, and the City of Hollywood.

- j. **LAP Agreement** means and refers to a Florida Department of Transportation Local Agency Program Agreement for the planning, design, construction and/or completion of a Federal Aid Project.
- k. **Local Projects** means and refers to any transportation related project that does not utilize federal funding and/or is not undertaken pursuant to a LAP Agreement.
- l. **MTECC** means and refers to Metro Transportation Engineering & Construction Cooperative.
- m. **MTECC Consultants** means and refers to private contractors engaged by MTECC.
- n. **Project Administration Agreement** means and refers to a written agreement between MTECC and a Municipal Member setting forth the responsibilities of their respective rights and responsibilities for the administration of a Federal Aid Project or Local Project.

3. **Purpose.** The purpose of this Agreement is to consent to and authorize the creation of MTECC, in order to facilitate the planning, design and construction of transportation related projects throughout County.

4. **Legal Status: Formation.** MTECC shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes. This Agreement shall be filed with the Clerk of Court for Broward County, Florida in accordance with Section 163.01(11), Florida Statutes. The date of filing shall be the Organization Date.

5. **Membership.** Local governmental entities located within the County may enter into and become a Party to this Agreement following the approval of a majority of the members of the Board (as defined in Section 8 below), execution of this Agreement, payment of the Initial Contribution (as set forth in Section 11 below), and adoption of a resolution approving this Agreement and expressing of support for the establishment of and membership in MTECC by the governing body of the joining governmental entity.

6. **MTECC Jurisdiction.** The jurisdiction of the MTECC shall be the geographic boundaries of Broward County. MTECC shall be permitted to engage in the activities authorized in this Agreement only within the geographic boundaries of its Municipal Members.

7. **Powers of MTECC.** The Parties agree that MTECC shall exercise any or all of the powers granted under Sections 163.01, Florida Statutes, as may be amended from time to time, to carry out its purpose as defined in Section 3 of this Agreement. These powers include, without limitation, the following:

- a. In its own name to make and enter into contracts;
- b. To employ agencies, employees, or consultants;
- c. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- d. To acquire, hold, or dispose of property;
- e. To incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of any of the Parties to this Agreement;
- f. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of MTECC, the conduct of the business of MTECC, and the maintenance of records and documents of MTECC;

- g. To maintain an office at such place or places as it may designate within the County;
- h. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes, necessary to complete the design, development and/or construction of transportation related projects, and to accept funding from federal, state, or local agencies;
- i. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

8. MTECC Governance.

- a. Governing Board of MTECC. MTECC shall be governed by a governing board (the "Board") consisting of three members ("Board Members").
- b. Initial Board Composition. The Parties agree that, upon the execution and recording of this Agreement, the initial membership of the Board shall be comprised of one eligible, voter-elected representative from each of the Founding Members (the "Initial Board Members") as selected by the respective governing bodies of the Founding Members:
 - ii. City of Pompano Beach
 - iii. The City of Plantation
 - iv. The City of Hollywood
- c. Term of Board Members. The term of office for the Initial Board Members shall be as follows:
 - i. Five Year Term: The City of Hollywood.
 - ii. Seven Year Term: City of Plantation, City of Pompano Beach.

The term of each Subsequent Board Member (defined below) shall be four (4) years ("Board Term").

- d. Subsequent Board Composition. Upon the conclusion of the term of office of the Initial Board Members and each subsequent term of office thereafter, eligible individuals shall be appointed to fill the Board seats ("Subsequent Board Members"). Subsequent Board Members shall be selected by the Municipal Members with the longest tenured memberships in MTECC, in descending order until each qualified Municipal Member has had an opportunity to appoint a Board Member (the "Member Rotation"). Municipal Members must be a party to this Agreement in good standing as defined in Section 11 for a minimum of three consecutive (3) years prior to appointing a Board Member. Once each eligible Municipal Member has had the opportunity to appoint a Board Member, appointments to the Board shall repeat in the same order as provided for in this Section. If a Municipal Member elects to forgo its ability to appoint a Board Member, the forgoing Municipal Member shall be deemed to have made an appointment for the purpose of determining the Member Rotation, and the next Municipal Member in the Member Rotation shall appoint a Board Member.

- e. Expansion of Board Membership. The Board may, by majority vote, expand the membership of the Board from three members to five members. Newly created Board seats shall be filled in accordance with Section 8.d.
- f. Board Member Eligibility. Board Members shall be members of the governing body of the appointing Municipal Member. In the event a Board Member ceases to be a member of the governing body of the appointing Municipal Member, or becomes otherwise ineligible to serve on the Board, the appointing Municipal Member shall appoint a replacement official who is a member of the governing body to fulfill the remaining term of the ineligible Board Member.
- g. Removal for Non-Attendance: If any Board Member fails to attend three consecutive meetings or six meetings in any twelve (12) month period, the Board shall notify the appointing Municipal Member and the Municipal Member shall appoint a new qualified individual to serve as Board Member for the remainder of the term.
- h. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board Members participating in a meeting. The Board may adopt administrative policies related to MTECC operations, as well as rules related to the procedure to be followed during meetings of the Board. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

9. MTECC Administration.

- a. Executive Director. The Board shall designate a principal administrative officer of MTECC (the "Executive Director"). The Executive Director shall:
 - i. Have the authority to execute contracts, deeds and other documents on behalf of MTECC.
 - ii. Be responsible for the hiring, supervision and removal of MTECC employees and consultants except as specifically defined herein.
 - iii. Ensure compliance with all laws and the provisions of this Agreement.
 - iv. Prepare and submit to the Board an annual budget commencing on October 1st and concluding September 30th of each year.
 - v. Develop policies and procedures that meet the requirements of the applicable contract/funding partner.

10. Authorized Activities of MTECC.

- a. Federal Aid Project Administration.
 - i. LAP Certification. On behalf of the Municipal Members, MTECC may become LAP certified by FDOT and may oversee all aspects of the delivery of Federal Aid Projects within its jurisdiction including, but not limited to: planning, procurement, and construction administration for projects funded and delivered under the LAP. Upon

certification under the LAP, MTECC may contract for the project delivery of Federal Aid Projects on behalf of FDOT.

- ii. **Liability of the Parties for Federal Aid Project Completion.** The Parties to this Agreement shall not be liable for any cost or expenses associated with the completion of any Federal Aid Project unless expressly agreed to in a Project Administration Agreement. Contractors selected by the Board for the design and construction of Federal Aid Projects shall be required to carry insurance policies with minimum policy limits acceptable to the Board (the "Policies").

b. Local Project Administration.

- i. **Provision of Services to Municipal Members.** MTECC shall make available to Municipal Members those services necessary to implement the purposes of this Agreement, as defined in Section 3 (the "Services"). The Services shall be performed by BMPO Staff, BMPO Consultants, MTECC Consultants, and MTECC Staff.
- ii. **Payment for Services.** Municipal Members shall pay for the cost of the Services rendered by BMPO Staff, BMPO Consultants, MTECC Staff and MTECC Consultants (the "Service Fee"). The Service Fee for BMPO Staff and MTECC Staff time shall equal the actual cost of the employee incurred on behalf of MTECC, as documented by time sheets including, but not limited to, salary, benefits, retirement contributions and administrative overhead. Administrative overhead for BMPO staff and MTECC staff shall not exceed 50% of an employee's salary. The Service Fee for Services performed by BMPO Consultants and MTECC Consultants shall be equal to the then current contracted rates. A schedule of Service Fees shall be provided to Municipal Members. Administrative overhead for BMPO Consultants and MTECC Consultants shall not exceed 10% of actual consultant fees.
- iii. **Selection of Services.** Services shall be procured in accordance with applicable laws that apply to the source of funds that are supporting the services/project. The provision of Services under this Agreement shall be memorialized in a Project Administration Agreement and/or the issuance of task work orders, which shall outline the Services to be completed and the associated Service Fees ("Task Work Orders"). Task Work Orders shall become binding upon the Parties following execution by the Municipal Member and MTECC. All Services to be performed must comply with all applicable Federal, State and local laws, guidelines and procedures.

11. Financial Obligations.

- a. **Financial Contribution of Founding Members.** Founding Members shall provide the initial funding for the establishment of MTECC. Each Founding Member shall make a non-refundable contribution of One Hundred Thousand Dollars (\$100,000) to MTECC (the "Establishment Contribution"). Founding Members shall tender the Establishment Contribution to MTECC not more than fifteen (15) days of the recording of this Agreement.
- b. **Financial Contribution of Municipal Members.**

- i. **Initial Contribution.** Non-Founding Municipal Members shall pay a non-refundable initial membership fee in the amount of Fifty Thousand Dollars (\$50,000) (the "Membership Fee") not more than fifteen (15) days of executing this Agreement. A Municipal Member that withdraws from MTECC and subsequently rejoins MTECC shall pay a new Membership Fee upon reentry.
 - ii. **Annual Fee.** All Municipal Members shall pay a non-refundable annual fee for the continued participation in MTECC in an amount set by the Board (the "Annual Fee"). The Annual Fee for each Fiscal Year shall be Twenty-Five Thousand Dollars (\$25,000) unless otherwise established by the Board no later than March 1 prior to the commencement of the next Fiscal Year. The Municipal Members shall pay an Annual Membership Fee for a minimum of five years. Each Annual Fee shall be paid on October 1st of each year (the "Due Date"). Any Municipal Member that fails to remit the Annual Fee within thirty (30) days of the Due Date shall not be considered a member in good standing, shall be ineligible to appoint a Board Member during its next turn in the Member Rotation, and shall forfeit its claim to any funds to be disbursed upon the termination of MTECC. Further, Municipal Members shall not be permitted to avail themselves of Services for projects in the geographical boundaries of the Municipal Member until remittance of the Annual Fee.
 - c. **Limitation of Financial Obligations.** The financial obligations of the Municipal Members shall be limited to the payment of the applicable Establishment Contribution, Membership Fee, Annual Fee as well as any Services Fees authorized by the Municipal Member in accordance with Section 10 of this Agreement.
12. **Term; Termination.** This Agreement shall remain in full force and effect from the date of its recording until dissolved in accordance with this Section. Should a Party terminate its participation in this Agreement, be dissolved, abolished, or otherwise cease to exist, MTECC and this Agreement shall continue until such time as the Parties agree to terminate this Agreement. In the event of the dissolution of MTECC resulting from termination of this Agreement, any funds held by MTECC contributed by Municipal Members ("Municipal Agency Funds") shall be distributed to the Municipal Members that remain a party to this Agreement at the time of dissolution. Municipal Agency Funds shall be disbursed within thirty (30) days of the effective date of the dissolution in a proportionate share to the Establishment Contribution, Membership Fees or Annual Fees paid by such Municipal Members. Funds held by MTECC that have been contributed by FDOT or any other Federal or State agency shall be returned to the appropriate agency.
13. **Withdrawal.** A Party may terminate its involvement in MTECC and its participation in this Agreement upon one hundred eighty (180) days' written notice to the other Parties, provided that there is no LAP Agreement for the completion of a Federal Aid Project or uncompleted Task Work Order for a Local Project within its jurisdiction at the time of the written notice. No Party may terminate its participation in MTECC while a LAP Agreement for the completion of a Federal Aid Project or Task Work Order in its geographic boundaries remains effective. A Party who withdraws will not receive a refund of the Initial Contribution, Membership Fee or Annual Fees.
14. **Consent.** This Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of MTECC as required by Sections 163.01, Florida Statutes.

15. Liability / Sovereign Immunity. The Parties hereto shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. The Parties are entities subject to Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.
16. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Chief Executive and/or elected official for the Party for whom it is intended at the location of their City hall.
17. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by a majority of the Parties.
18. Filing. It is agreed that this Agreement shall be filed with the Clerk of the Circuit Court of Broward County, as required by Section 163.01(11), Florida Statutes.
19. Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than another.
20. Quarterly Reports. A quarterly report of MTECC shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports, and other related records produced and maintained by MTECC, its employees, and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Agreement upon reasonable notice.
21. Merger. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation

from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Agreement.

22. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.
23. Severability. If any clause, provision or section of this Agreement is found to be illegal or invalid by any court, the invalidity of such clause, provision or section will not affect the remainder validity of the remainder of the Agreement, and this Agreement will be construed and enforced.
24. Dispute Resolution. If the Parties are unable to resolve an issue about which there may be a disagreement regarding a matter covered in this Agreement or any subsequent Project Administration Agreement or Task Work Order, such dispute will be resolved in the following manner:
 - a. The Parties will meet through the respective municipal manager or administrator and the Executive Director, or their respective designee(s), in an effort to resolve the dispute; and
 - b. If the Parties are still unable to resolve the dispute, the Parties agree to further attempt to resolve the dispute in accordance with the governmental conflict procedures specified in Chapter 164, Florida Statutes, or such other process mutually agreed upon in writing by the Parties involved in the dispute.
25. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
26. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
27. Governing Law and Venue. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Agreement shall be proper exclusively in Broward County, Florida.
28. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.
29. Supremacy. This First Amended and Restated Agreement hereby supersedes and replaces the Original Agreement entered into between the Parties.
30. Effective Date. This Agreement shall become effective upon the execution by the Parties hereto and filing with the Clerk of Court for Broward County.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed the day and year as first stated below.

Attest:

Witness Name: GREGORY STUART

B. L.

Witness Name: Bryan Calhoun

Broward Metropolitan Planning
Organization

By: [Signature] 9/8/22

Name: FRANK C. ORTIS

Title: Chair

Approved As To Form:

By: [Signature]

Name: Albert P. Gabriel

Title: General Counsel

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

DS

DocuSigned by:



Patricia A. Cerny

Patricia A. Cerny, MMC, City Clerk

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

DocuSigned by:

By:

Josh Levy

Josh Levy, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

22nd day of September, 2022.

DocuSigned by:

Douglas R. Gonzales

Douglas R. Gonzales, City Attorney

DS

DR

Attest:

Witness Name:

Olivia Gonzalez

Witness Name:

John Pecorelli

City of Plantation, Florida

By:

Lynn Stoner, Mayor

Name:

Lynn Stoner

Title:

Mayor

14 day of

September

20

22

Approved As To Form:

By:

Name:

Quentin Morgan

Title:

Asst. City Attorney

CITY OF POMPANO BEACH

By: _____

REX HARDIN, MAYOR

By: _____

GREGORY P. HARRISON, CITY MANAGER

Dated: _____

9/28/22

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first written above.

ATTEST:

City of Deerfield Beach, a municipal
corporation of the State of Florida

Samantha Gillyard, City Clerk

By: _____
David Santucci, City Manager

_____ day of _____, 2023

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY for the use
and reliance of the City of Deerfield
Beach, Florida, only:

Anthony C. Soroka, City Attorney



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1674

Agenda Date: 1/10/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a 12 foot wide utility easement to access and maintain water and sewer utilities related to the property located at 825 South Federal Highway in Deerfield Beach; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant for 825 S. Federal Highway (Folio Number 484306-28-0060) intends to construct a staircase to the rear of their building. Upon review, it was found that the city owns and maintains water and sewer utilities on the west side of the property. After an easement for these utilities was not found, the applicant was asked to dedicate the 12 feet of the rear of the property to permit the city to continue providing these services.

The proposed easement in question will be located on the west 12.00 feet of lots 2 and 3, less the south 5.00 feet of lot 2, Palm Plaza Subdivision, according to the plat thereof as recorded in plat book 47, page 18 of the public records of Broward County, Florida. The water and sewer mains and service connections have been field verified by City personnel. The proposed combined 12' wide water and sewer easement dedication documents are attached for reference and will provide the necessary space for access and maintenance in perpetuity of the existing water and sewer utilities located on this property.

Current Activity

The surveyor has finalized the legal documents. It is recommended that the city commission accept the easement to ensure access for maintenance and protection of the city assets in perpetuity.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida accept the proposed utility easement dedication in the Palm Plaza Subdivision.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING A 12 FOOT WIDE UTILITY EASEMENT TO ACCESS AND MAINTAIN WATER AND SEWER UTILITIES RELATED TO THE PROPERTY LOCATED AT 825 SOUTH FEDERAL HIGHWAY IN DEERFIELD BEACH; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in connection with the construction of a staircase to the rear of the commercial building owned by Spy Spot Inv, LLC (“Owner”) and located at 825 South Federal Highway (the “Property”), it was discovered that the City of Deerfield Beach (“City”) owns and maintains water and sewer utilities on the west side of the Property; and

WHEREAS, because there is no existing easement relating to water and sewer utilities at the Property, the Owner has agreed to dedicate a 12 foot wide utility easement in the rear of the Property, as more specifically described in Exhibit “A” to the Utility Easement attached as Exhibit “1”, (the “Utility Easement”) to permit the City to continue providing water and sewer services to the Property; and

WHEREAS, in order to ensure the dedication of this Utility Easement to the City, it is necessary for the City to accept the Utility Easement documents which will be recorded in the Public Records of Broward County; and

WHEREAS, the City Commission finds that accepting the Utility Easement, as depicted in Exhibit “1”, serves a municipal purpose; and

WHEREAS, the City Commission finds that acceptance of the Utility Easement is in the best interest of 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 accepts the Utility Easement, as set forth in the attached Exhibit “1.”

Section 3. The Owner of the Property shall submit the appropriate Utility Easement documents to the City in a form acceptable to the City Attorney.

Section 4. The appropriate City officials are hereby authorized and directed to record the necessary documents and to take all necessary actions to effectuate the purpose and intent of this Resolution.

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

Section 6. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Prepared by: _____

Name: _____

Address: _____

City, State, Zip: _____

Return to:

City Clerk, City of Deerfield Beach

150 NE 2 Avenue

Deerfield Beach, FL 33441

Property appraiser's PIN(s): _____

UTILITY EASEMENT

(Water, Wastewater, and General Utilities)

(From a corporation)

THIS UTILITY EASEMENT is made and entered into this ____ day of _____, 20____ by and between _____ (name of Corporation), a _____ (State of incorporation) corporation, which has its principal place of business at _____ (insert full street address), hereinafter called the Grantor, and the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, which has a post office address of 150 NE 2 Avenue, Deerfield Beach, Florida 33441, hereinafter referred to as Grantee.

WITNESSETH:

1. Grantor is the owner of fee simple title to a parcel of real property located in Broward County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.
2. That, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto the Grantee, its successors and assigns, forever, a perpetual easement for utility purposes, granting unto Grantee full and free right and authority to install, construct, operate, inspect, maintain, repair, replace and reconstruct any water, sewer, drainage, gas, electric or other utilities as Grantee may deem necessary as well as ingress and egress in, over, across, through, and under the Property situate, lying and being in Broward County, Florida.

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name and its corporate seal to be affixed, by its duly authorized officers, this ____ day of _____, 20____.

GRANTOR:

(Name of granting corporation)

a _____ corporation
(Here insert state of incorporation)

(Corp seal)
ATTEST:

_____- Secretary

(Print/type/stamp name of _____-sec.)

Witness:

(Print/type/stamp name of _____-sec.)

STATE OF _____

COUNTY OF _____

by: _____,
_____- President

(Print/type/stamp name of _____-pres.)

Witness:

(Print/type/stamp name of _____-pres.)

The foregoing Utility Easement was acknowledged before me this ____ day of ____, 20__ by _____, _____ president (name and title), and _____, _____ secretary (name and title) of _____ (name of grantor corporation), a _____ (state or place of incorporation) corporation. He/she/they is/are personally known to me or has/have produced _____ (type of ID) and _____ type of ID), respectively, as identification.

Notary Public-State of _____

(Print/type/stamp name of Notary Public)

My commission expires: _____

My commission number is: _____

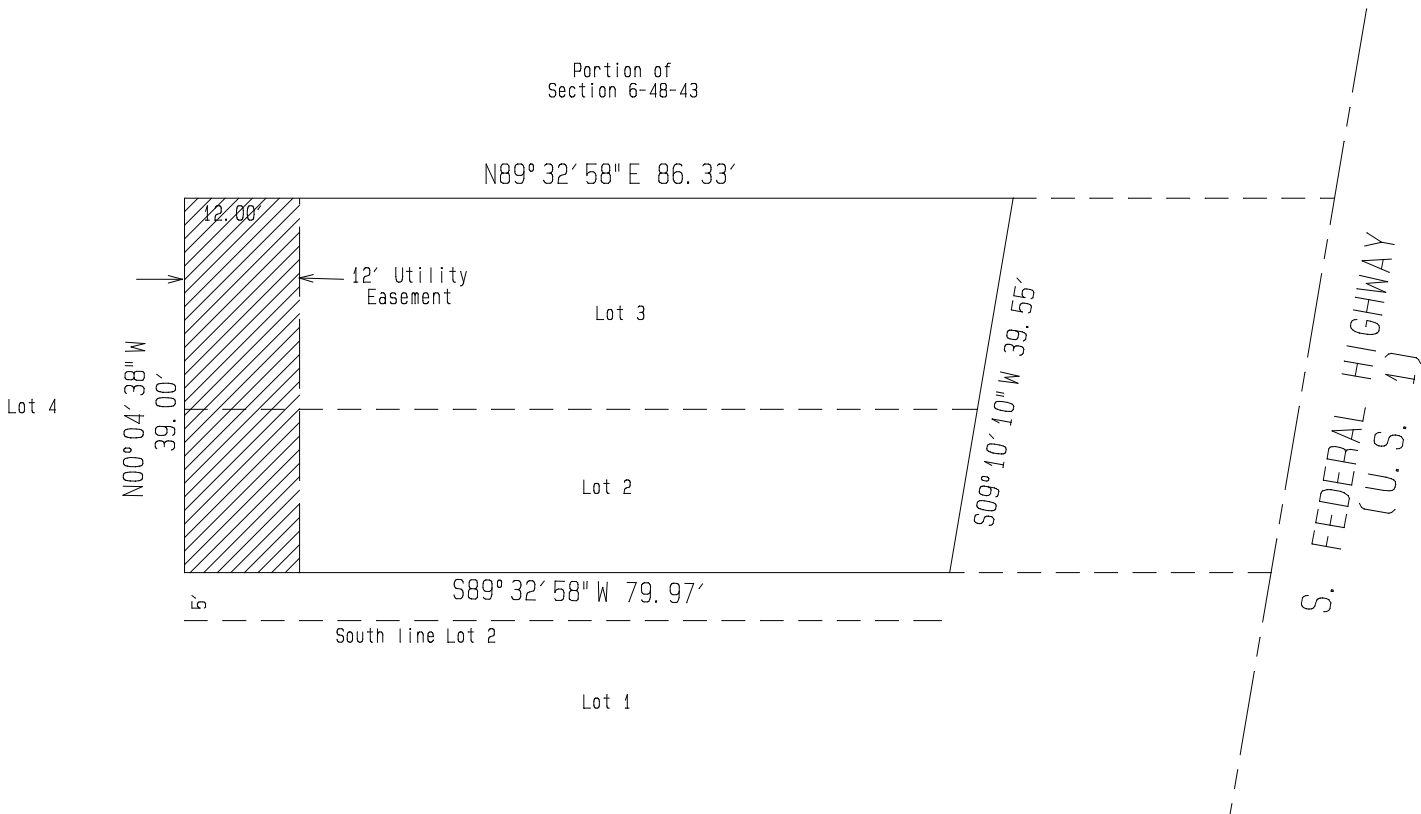
(N.P. Seal)

Note: If there is a mortgage encumbering subject property then a joinder and consent of mortgage is needed, and the required joinder and consent is attached as the next page of the easement. Use the appropriate joinder and consent easement form.

EXHIBIT "A"

SKETCH & DESCRIPTION OF UTILITY EASEMENT

*The West 12.00 feet of Lots 2 and 3,
less the South 5.00 feet of Lot 2,
PALM PLAZA SUBDIVISION, according to the
plat thereof, as recorded in Plat Book
47, Page 18 of the Public Records of
Broward County, Florida.*



LEGEND:
BCR = Broward County Records
PB = Plat Book
PG = Page

GRAPHIC SCALE
1" = 20'



THIS SKETCH DOES NOT CONSTITUTE
A FIELD SURVEY

FOR: SPY SPOT
NO.: 2212020
DATE: 12/7/2022
FILENAME: PPS2&3
SCALE: 1" = 20'

MIKKI H. ULRICH PROFESSIONAL SURVEYOR & MAPPER NO. 5853 STATE OF FLORIDA



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1680

Agenda Date: 1/10/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing city staff to proceed with processing a land use amendment for the city-owned property located at 555 SW 3rd Avenue to amend the land use from city conservation and county open space to residential medium 16 dwelling units per acre; 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 of Deerfield Beach is the owner of this property and has identified this approximately 1.36 acre parcel as an area of opportunity for affordable housing development. This property was dedicated to the City in 1974 and has been maintained as open space since that time. The property is not part of the Tivoli Sand Pine Preserve. Because of the limited housing stock for affordable housing development, this would be an opportunity to increase the City's goal of increasing affordable housing opportunities within the City.

In order for the City to be able to make this property available under the property disposition process, the Land Use must be amended. The current Land Use is Conservation under the City Future Land Use Map and Open Space under the County Future Land Use Map. In order to amend the Land Use, the City is required to submit an application to Broward County with the request.

Upon approval of the Land Use Change, the City will also be required to amend the Zoning from S, (Open Space) to RM-15, (Residence, Multi-Family).

Upon the completion of the Land Use and Zoning amendments, the City will be able to offer this property as a developable property for affordable housing. There is no cost to submit the application to the County as the site is proposed for Affordable Housing.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

At the December 6, 2022 Planning & Zoning Board Meeting, the board recommended approval of this item with a 4-1 vote.

REQUESTED ACTION:

Recommendation to authorize the Planning & Development Services Department with the submittal of an application to Broward County to amend the Land Use from City Conservation and County S, (Open Space) to Residential Medium 16 Dwelling Units per acre.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING CITY STAFF TO PROCEED WITH PROCESSING A LAND USE AMENDMENT FOR THE CITY OWNED PROPERTY LOCATED AT 555 SW 3RD AVENUE TO AMEND THE LAND USE FROM CITY CONSERVATION AND COUNTY OPEN SPACE TO RESIDENTIAL MEDIUM 16 DWELLING UNITS PER ACRE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach is the owner of the property located at 555 SW 3rd Avenue, Deerfield Beach, FL, (the “Property”) and has identified this approximately 1.36 acre parcel as an area of opportunity for affordable housing development; and

WHEREAS, the Property was dedicated to the City in 1974 and has been maintained as open space since that time, and it is not part of the Tivoli Sand Pine Preserve; and

WHEREAS, the current Land Use for the Property is Conservation under the City Future Land Use Map and Open Space under the County Future Land Use Map; and

WHEREAS, in light of the limited housing stock in the City for affordable housing development, staff believes this Property presents an opportunity to further the City's goal of increasing affordable housing options within the City; and

WHEREAS, in order for the City to be able to make this Property available under the property disposition process, the land use must be amended, and the City is required to submit an application to Broward County in order to amend the land use; and

WHEREAS, staff is proposing to amend the land use for the Property from Conservation under the City Future Land Use Map and Open Space under the County Future Land Use Map to Residential Medium 16 dwelling units per acre (the “Land Use Amendment”); and

WHEREAS, on December 6, 2022, the Planning and Zoning Board recommended approval of this item; and

WHEREAS, staff recommends the City Commission authorize staff to proceed with processing the proposed Land Use Amendment for the Property.

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 City staff to proceed with processing the proposed Land Use Amendment for the Property. Staff is directed to proceed with preparing a Land Use Amendment Ordinance consistent with the proposed Land Use Amendment.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims and intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

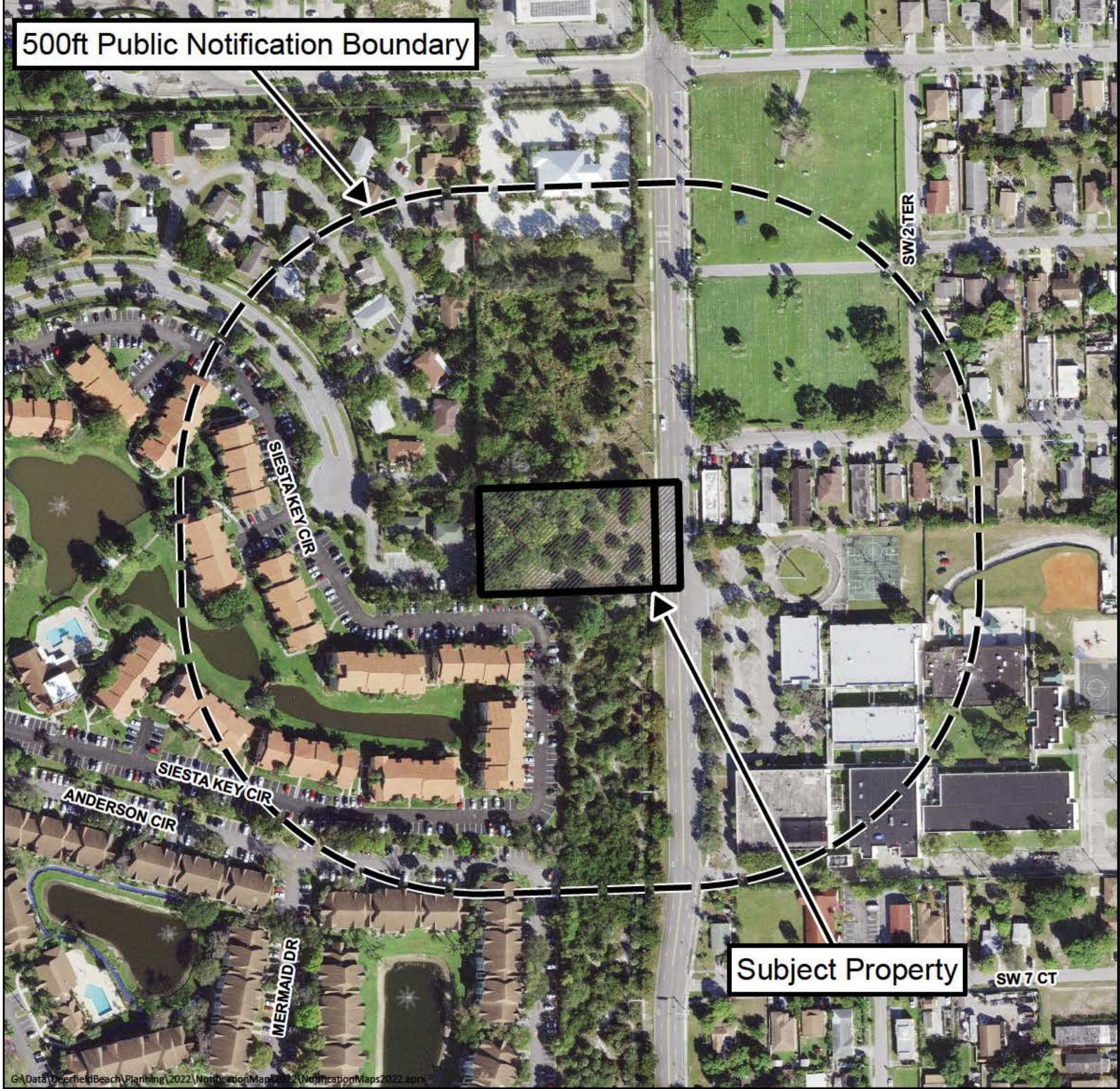
PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



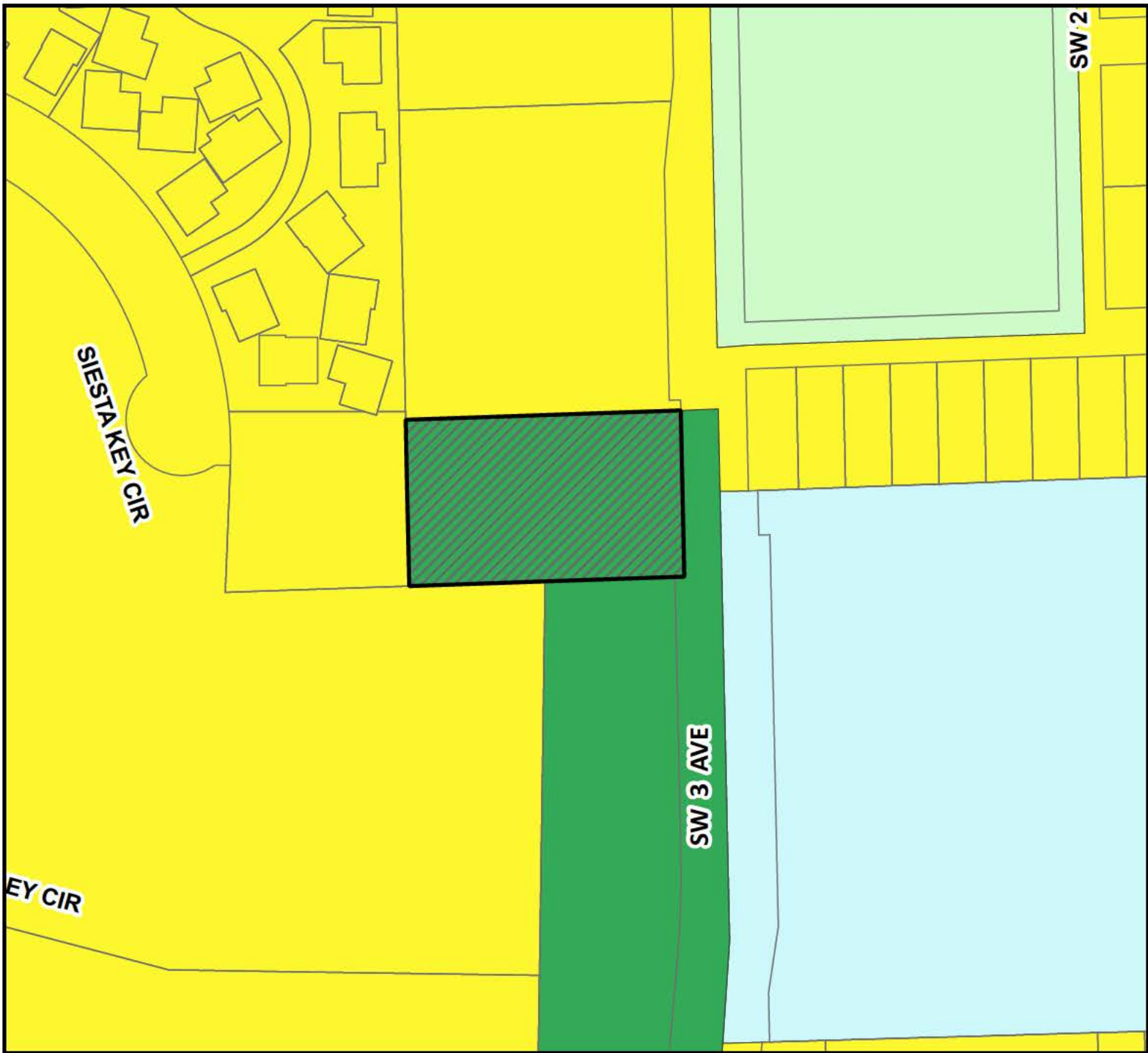
Public Hearing Notice Map

Land Use Plan Amendment LUPA#66A

555 SW 3 AVE

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach/boardagendas

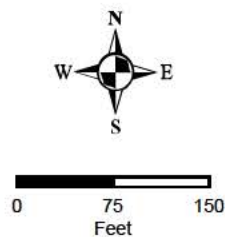




Future Land Use Categories

- | | |
|-----------------------|---------------------------------|
| Subject Property | Recreation Open Space |
| Commercial | Residential High (25 DU/AC) |
| Commercial 2 | Residential Irregular |
| Community Facility | Residential Low (5 DU/AC) |
| Conservation | Residential Medium (15 DU/AC) |
| Employment Center | Residential Medium (16 DU/AC) |
| Historic Place | Residential Moderate (10 DU/AC) |
| Industrial | TOD |
| Local Activity Center | Transportation |
| Office Park | Utility |
| Recreation Commercial | Water |

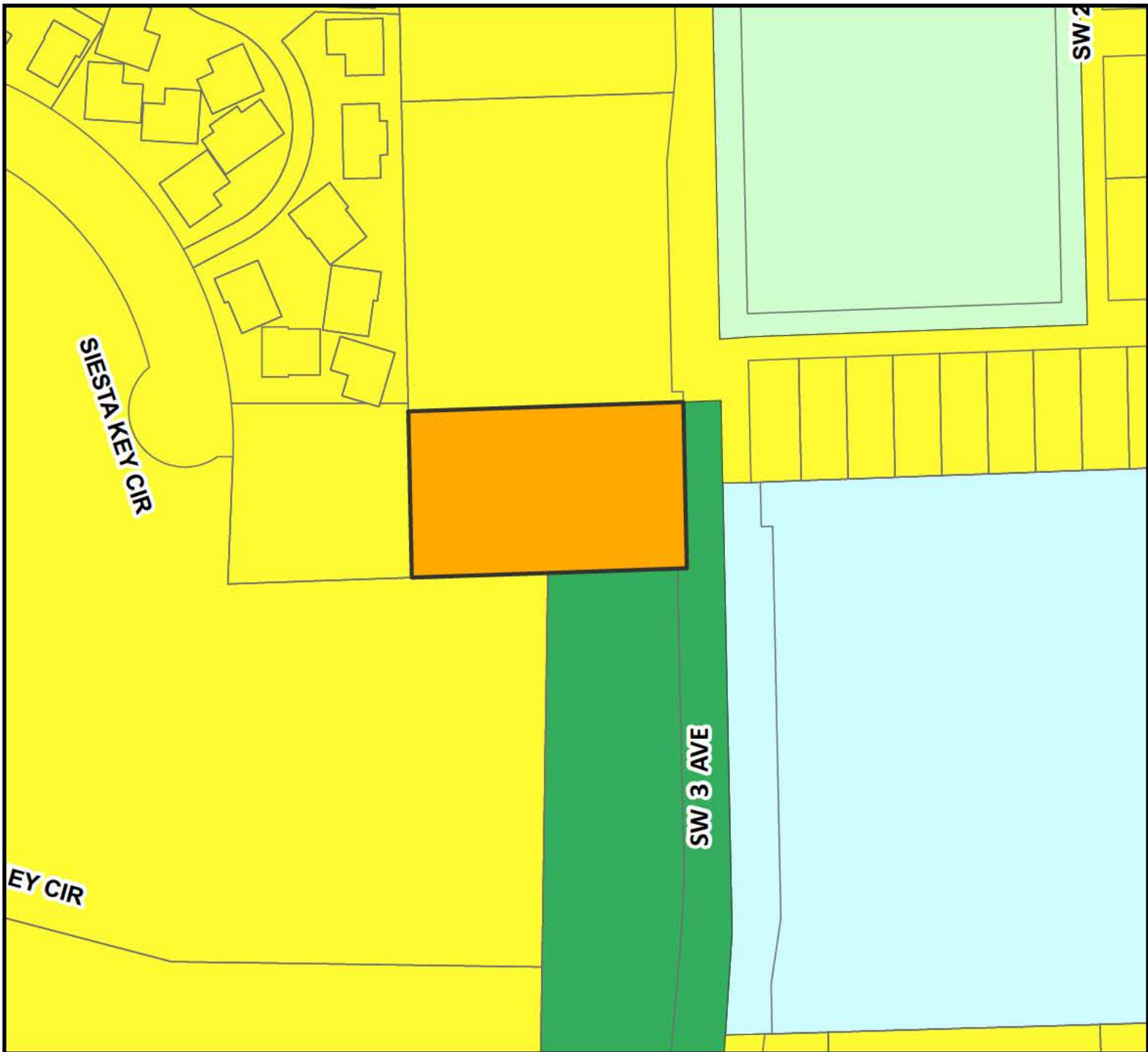
Existing Future Land Use Map 555 SW 3 AVE LUPA #66A



Created by the City of Deerfield Beach
Planning & Development Services
Published 12-8-2022

DISCLAIMER

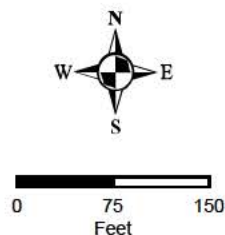
This map and all information contained on it is used by the City of Deerfield Beach for City planning purposes only. The City of Deerfield Beach makes no representation as to the accuracy of any information contained therein. The burden for determining the accuracy, completeness, and general reliability of the information contained herein rests solely with the person who uses same. The City of Deerfield Beach makes no warranties, expressed or implied as to the accuracy of the information contained herein, there are no implied warranties or merchantability or fitness for a particular purpose, and any person who has a copy of this map, by virtue of their possession of same, does hereby acknowledge and accept the limitations as set forth herein and acknowledges the lack of any warranties, expressed or implied, as to the accuracy of the information contained thereon. In no event shall the City of Deerfield Beach be liable to the person possessing or using this map or any party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use this map or the material information contained thereon.



Future Land Use Categories

- | | |
|-----------------------|---------------------------------|
| Subject Property | Recreation Open Space |
| Commercial | Residential High (25 DU/AC) |
| Commercial 2 | Residential Irregular |
| Community Facility | Residential Low (5 DU/AC) |
| Conservation | Residential Medium (15 DU/AC) |
| Employment Center | Residential Medium (16 DU/AC) |
| Historic Place | Residential Moderate (10 DU/AC) |
| Industrial | TOD |
| Local Activity Center | Transportation |
| Office Park | Utility |
| Recreation Commercial | Water |

Proposed Future Land Use Map 555 SW 3 AVE LUPA #66A



Created by the City of Deerfield Beach
Planning & Development Services
Published 12-8-2022

DISCLAIMER

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WARRANTY DEED
FROM CORPORATION TO CORPORATION
74-133682

This Warranty Deed

Made and executed the 21st day of June A. D. 1974 by
COMWEL DEVELOPMENT CORP.

Please return to
Deerfield Beach City Clerk
P. O. Drawer AH
Deerfield Beach, Fla. 33441

RAMCO FORM 334

a corporation existing under the laws of Florida, and having its principal place of
business at 510 West Hillsboro Blvd., Deerfield Beach, Florida
hereinafter called the grantor, to

CITY OF DEERFIELD BEACH, a municipal
organized and

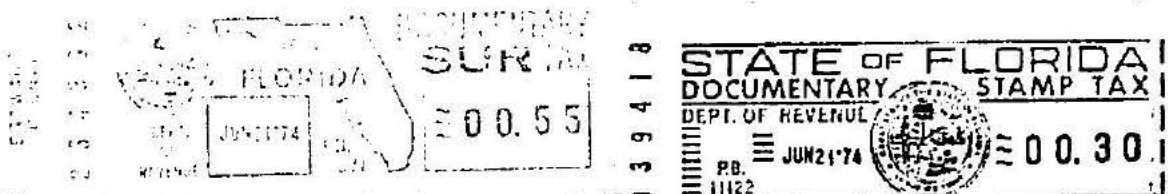
a corporation/existing under the laws of the State of Florida, with its permanent postoffice
address at P.O. Drawer AH, Deerfield Beach, Fla. 33441
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Broward
County, Florida, viz:

The North 177.70 feet of the South 3/4
of the East 1/2 of the East 1/2 of the West
1/2 of the Southeast 1/4 of Section 1, Township
48 South, Range 42 East, Broward County, Florida

Said lands containing 1.36 acres.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever;
and that said land is free of all encumbrances except easements, restrictions,
reservations and limitations of record and taxes for the year
1974 and subsequent years.

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

ATTEST:..... Secretary

COMWEL DEVELOPMENT CORP.

Signed, sealed and delivered in the presence of:

Naomi Rosenberg
Wanda Gale

By *Reuben Kaplan*
REUBEN KAPLAN President

STATE OF FLORIDA
COUNTY OF BROWARD

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared

REUBEN KAPLAN,

well known to me to be the Vice President and
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 28th day of May A. D. 1974
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 4, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

My Commission Expires:

JOEL K. GUSTAFSON
GUSTAFSON, CALDWELL & STEPHENS, P.A.
SUITE 307 INTERNATIONAL BUILDING
2455 EAST SUNRISE BOULEVARD
FORT LAUDERDALE, FLORIDA 33304

This Instrument prepared by:
Address

74 JUN 21 PM 1:20

OFF. REC. 5816 PAGE 938



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1682

Agenda Date: 1/10/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Contract with Leigh Robinson Kerr & Associates, Inc. to provide additional services to facilitate the Land Use Plan Amendment for 555 SW 3rd Avenue in an additional amount not to exceed \$11,500.00; providing for implementation and an effective date. (Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$11,500

Account Name: Other Contractual Services/Miscellaneous Planning Consulting

Account Number: 001-1100-515-32-99

Background/History

The City of Deerfield Beach will seek to amend the current land use of the city-owned property currently located at 555 SW 3rd Avenue from City Conservation and County Open Space to Residential Medium 16 Dwelling Units per acre. The requirement to do this is to submit a no-cost application to Broward County. The Planning & Development Services Department contracted with Leigh Kerr and Associates to prepare the Evaluation and Appraisal Report and the update to the Comprehensive Plan.

Current Activity

Because of the work Leigh Kerr and Associates performed on the City's comprehensive plan and its relation to the activities of a LUPA, the Planning and Development Services Department is seeking to amend the existing contract to have them perform the related tasks necessary to amend the land use of this specific property as outlined in Exhibit "A".

Recommendation

Staff recommends approval

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH LEIGH ROBINSON KERR & ASSOCIATES, INC. TO PROVIDE ADDITIONAL SERVICES TO FACILITATE THE LAND USE PLAN AMENDMENT FOR 555 SW 3RD AVENUE IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$11,500.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on September 3, 2020, the City Commission approved Resolution No. 2022/116 approving the award of RFP #20-37-JW for professional planning services relating to the City's Evaluation and Appraisal Report ("the "EAR"), updating the City's Comprehensive Plan and other local planning issues (collectively, the "Services") to Leigh Robinson Kerr & Associates, Inc. ("Contractor"); and

WHEREAS, on September 10, 2020, the City and Contractor entered into a contract for the Services in an amount not to exceed \$58,500.00; and

WHEREAS, during the initial preparation, additional responses for the EAR submittal were necessary and the City retained the Contractor to assist with the responses in the amount of \$7,500.00 pursuant to Purchase Order No. PO200404; and

WHEREAS, City staff has determined that services are necessary to assist staff with a land use plan amendment related to property located at 555 SW 3rd Street within the City (the "Project"); and

WHEREAS, as the Contractor has first-hand knowledge regarding the City's EAR and Comprehensive Plan, the City requested a proposal from the Contractor related to the Project; and

WHEREAS, the Contractor provided a proposal for the Project in the amount of \$11,500.00 (the "Services") and City staff reviewed the proposal and determined it is fair and reasonable; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the Amendment to the Contract, attached as Exhibit "A", (the "Amendment") to provide for these Services in an amount not to exceed \$11,500.00, for a total contract aggregate amount of \$77,500.00; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize execution of the Amendment, attached as Exhibit "A."

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

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

Section 2. That the City Commission hereby approves the Amendment with the Contractor, attached as Exhibit “A”, for the Services in an amount not to exceed \$11,500.00, for a total contract aggregate amount of \$77,500.00.

Section 3. That the City Manager is authorized to execute the Amendment, attached as Exhibit “A”, together with such non-material substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**AMENDMENT TO THE CONTRACT BETWEEN CITY OF DEERFIELD BEACH, FL
AND LEIGH ROBINSON KERR & ASSOCIATES, INC.**

THIS AMENDMENT to the Contract dated September 10, 2020 is made and entered into this _____ day of _____, 2022, by and between the City of Deerfield Beach (the "City"), a Florida municipal corporation and Leigh Robinson Kerr & Associates, Inc., a Florida corporation authorized to do business in the State of Florida (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to Resolution No. 2020/116, the City and Contractor executed a contract for the Contractor to provide professional planning services relating to the City's Evaluation and Appraisal Report ("EAR"), updating the City's Comprehensive Plan and other local planning issues; and

WHEREAS, the City staff has determined that services are necessary to assist staff with a land use plan amendment related to property located at 555 SW 3rd Street within the City (the "Project"); and

WHEREAS, as the Contractor has first-hand knowledge regarding the City's EAR and Comprehensive Plan, the City requested a proposal from Contractor relating to Project; and

WHEREAS, in order to implement the Project with the Contractor's assistance, the parties desire to amend the existing Contract to include these services.

NOW THEREFORE, be it agreed by and between the parties as follows:

1. The above referenced Whereas clauses are true and correct and made a part hereof.
2. That the parties hereby agree that the Contractor shall perform the services specifically outlined on the attached Exhibit "A" relating to the land use amendment application for the property located at 555 SW 3rd Street, Deerfield Beach, Florida.
3. That the City shall compensate Contractor in an amount not to exceed \$11,500.00 for said services outlined in Exhibit "A" and in accordance with the terms and conditions of the September 10, 2020 Contract.
4. That all other provisions of the September 10, 2020 Contract shall be and remain in full force and effect.

**AMENDMENT TO THE CONTRACT BETWEEN CITY OF DEERFIELD BEACH, FL
AND LEIGH ROBINSON KERR & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

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

ATTEST:

By: _____
DAVID SANTUCCI, CITY MANAGER

SAMANTHA GILLYARD, CMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE
CITY OF DEERFIELD BEACH,
FLORIDA ONLY.

ANTHONY C. SOROKA
CITY ATTORNEY

CONTRACTOR

Witness:

Corporate Secretary

Leigh Robinson Kerr & Associates, Inc.

By: _____

Signature

Print Name: _____

Title: _____

EXHIBIT “A”
SCOPE OF SERVICES

Leigh Robinson Kerr
& Associates, Inc.
Member, American Institute of Certified Planners

**PROPOSAL
FOR
PROFESSIONAL PLANNING SERVICES**

October 25, 2022

Eric M. Power AICP, LIAF
Director, Planning and Development Services
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Re: 555 SW 3rd Ave – Land Use Plan Amendment (LUPA) City and County

Dear Sir,

Leigh Robinson Kerr and Associates, Inc. are pleased to present this proposal for professional planning services for the above noted property. This proposal will provide the following scope of services:

SCOPE OF SERVICES:

Request to prepare a land use plan amendment (LUPA) to change the land use designation on the above referenced property from Conservation on the City Land Use Plan and Recreation & Open Space on the Broward County Land Use Plan to Medium (16) Residential to provide for affordable housing. The request is both a City and Broward County LUPA.

PART I. LAND USE PLAN AMENDMENT

We will provide application preparation and technical support for the land use amendment, which will be reviewed by the City and Broward County. Application information will include the following:

- A. Applicant Information
Information on the ownership of the property as well as the rationale for the amendment.

B. Amendment Site Description

1. Written description of the site

We will utilize the legal description provided by client.

2. Map at a scale clearly identifying the amendment location, boundaries and current/proposed land uses.

C. Analysis of Public Facilities and Services

1. Sanitary Sewer
2. Potable Water
3. Drainage
4. Solid Waste
5. Recreation and Open Space
6. Traffic Circulation, **provided by others if required**
7. Mass Transit, if required

D. Public Education Analysis

E. Analysis of Natural and Historic Resources

1. Historic Sites or districts on the National Register of Historic Places or locally designated sites.

An independent study is not anticipated. If independent study needed, provided by others.

2. Archaeological sites listed on the Florida Master Site file.

An independent study is not anticipated. If independent study needed, provided by others.

3. Wetlands. **An independent study is not anticipated. If needed, provided by others.**

4. Local Areas of Particular Concern as identified within the Broward County Land Use Plan. **An independent study is not anticipated. If needed, provided by others.**

5. Endangered or threatened species or species of special concern. Identify the species and show the habitat location on a map. **An independent study is not anticipated. If needed, provided by others.**

6. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services. **An independent study is not anticipated. If needed, provided by others.**
 7. Wellfields
 8. Soils
 9. Beach Access - **N/A**
 10. Land Use Compatibility
- F. Hurricane Evacuation - **N/A**
- G. Redevelopment -
- H. Intergovernmental Coordination
- I. Consistency with Goals, Objectives and Policies of the BrowardNext and Local Plan
- J. Population Projections

I. LUPA MEETINGS

We will provide representation and technical support for meetings with the development team members, client, staff, County officials and Boards, and members of the Florida Department of Economic Opportunity (FDEO) as applicable and necessary. A summary of planned meetings is as follows:

- Broward County Staff - To review the Comprehensive Plan amendment
- Broward County Planning Council (BCPC) - First Public Meeting
- Broward County Planning Council (BCPC) - Second Public Meeting, if required
- Broward County Commission (BCC) - Adoption Public Hearing
- City Commission – Adoption
- Broward County Planning Council – Recertification
- Participate in community public meeting, if needed.
- Coordination of the necessary copies of plan elements required by the FDEO.
- Revisions to the application as may be necessary during the review period.

PART II. PROFESSIONAL FEES

We propose to provide these services based upon the following budget.

Part I. LUPA Application, Meetings & Revisions (fixed) \$11,500.00

We will not exceed this amount without your prior written authorization.

Assumptions:

- Provided affordable housing project, the Broward County application fee will be waived.

We thank you for the opportunity to present this proposal for professional services. We are prepared to begin this assignment upon receipt of a signed copy of this agreement. If you should have any questions or require additional information, please do not hesitate to call.

Sincerely,



Leigh R. Kerr, AICP
President

LRK/kar

Accepted by:

Dated:

RESOLUTION NO. 2020/116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #20-37-JW FOR THE PREPARATION OF THE CITY'S EVALUATION AND APPRAISAL REPORT AND UPDATE TO THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$58,500.00; AUTHORIZING EXECUTION OF AN AGREEMENT WITH LEIGH ROBINSON KERR & ASSOCIATES, INC., THE TOP RANKED FIRM; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") desires to enter into an agreement with a consultant for the provision of professional planning services to prepare the City's Evaluation and Appraisal Report and prepare an update to the City's Comprehensive Plan (the "Services"); and

WHEREAS, the City issued Request for Proposals No. 20-37-JW for the City Evaluation and Appraisal Report (the "RFP") and update to the Comprehensive Plan; and

WHEREAS, the RFP was advertised in the legal notices section of the Sun-Sentinel on June 25, 2020, and the notice was also sent to 331 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, twenty-eight firms viewed the RFP documents; and

WHEREAS, on July 14, 2020 at 3:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") closed and unsealed the three proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on July 22, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the evaluation committee reached a unanimous decision to rank Leigh Robinson Kerr & Associates, Inc. ("Leigh Robinson") as the number one ranked firm; and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to the number one ranked firm Leigh Robinson, and authorize execution of an agreement with Leigh Robinson for the provision of the Services in an amount not to exceed \$58,500 (the "Agreement").

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

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

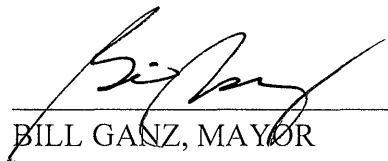
Section 2. The City Commission hereby approves the award of the RFP to Leigh Robinson for the Services.

Section 3. The City Manager is hereby authorized to execute an Agreement with Leigh Robinson, in an amount not to exceed \$58,500, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS 3RD DAY OF SEPTEMBER, 2020.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


SAMANTHA GILLIARD, CMC, CITY CLERK

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and Leigh Robinson Kerr & Associates, Inc. (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # 20-37-JW (the RFP) the CITY accepted competitive proposals for City Evaluation and Appraisal Report (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the evaluation committee and the City Commission of the City of Deerfield Beach, Florida, the CITY has determined that the most responsive and responsible proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Services on September 1, 2020, Resolution No 2020 / 116;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE 1

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 It is estimated the project will take approximately twelve (12) months to complete both phases of the project. This estimation is an approximation and not a guarantee. The contract shall be considered complete upon acceptance and final approval of the adopted Comprehensive Plan by the Department of Economic Opportunity.
- 2.2 In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 If the RFP provides that the CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the RFP, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.3 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City

Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event the CONTRACT is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with

the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due CONTRACTOR under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

6.2 INSURANCE

CONTRACTOR shall provide the CITY with evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by this Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

a. General

- i. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage shall provide the basis for the termination of the Contract.
- ii. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically name the City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

- iii. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete, including all renewal terms. All policies must be endorsed to provide the CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- iv. The CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

b. Coverages

- i. CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

☒ **Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance**

with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per

occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) aggregate limit by disease and Five Hundred Thousand Dollars (\$500,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

6.3 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.4 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

6.5 PUBLIC RECORDS

If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for city's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

6.6 SCRUTINIZED COMPANIES.

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at

its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

6.7 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.8 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.9 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

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

FOR CONTRACTOR:

Leigh R. Kerr, President
Leigh Robinson Kerr & Associates, Inc
808 E. Las Olas Boulevard #104
Fort Lauderdale, FL 33301

6.10 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.11 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.13 VENUE AND WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

6.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.15 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.16 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.17 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

6.18 VERIFICATION OF EMPLOYMENT ELIGIBILITY

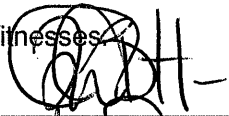
CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

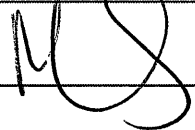
- a. all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the Contract, and;
- b. all persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the Contract.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the contract.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:





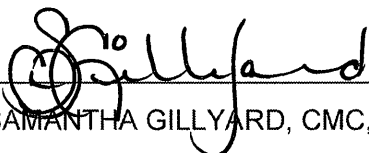
CITY OF DEERFIELD BEACH

By: 

DAVID SANTUCCI, CITY MANAGER

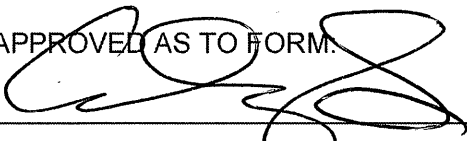
Date: 9/10/20

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



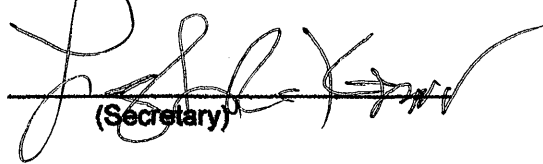
ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:


(Secretary)

Leigh Robinson Kerr & Associates, Inc.

(Name of Corporation)

By


(Signature)

Leigh R. Kerr, President

(Corporate Seal)
Above)

(Type Name/Title Signed

7th day of August, 2020.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

____ day of _____, 2020.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION

ATTACHMENT "A"
ADDITIONAL TERMS AND CONDITIONS

INSURANCE/LIABILITY FORMS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 1

POLICY NUMBER 064991816-04	POLICY CHANGES EFFECTIVE 8/4/2020	COMPANY New Hampshire Insurance Company
NAMED INSURED Leigh Robinson Kerr & Associates, Inc.		AUTHORIZED REPRESENTATIVE CorRisk Solutions
COVERAGE PARTS AFFECTED The Policy		
CHANGES LIMITS OF LIABILITY It is understood and agreed that with respect to negligent acts, errors or omissions resulting in claims under the policy, that the following limits, deductible and retroactive date(s) apply prospectively unless otherwise superseded by a policy change endorsement. Policy limits and deductible for the retroactive date effective 6/13/1991: \$500,000 per occurrence, \$500,000 aggregate and a \$5,000 deductible. Policy limits and deductible for the retroactive date effective 8/31/2017: \$1,000,000 per occurrence, \$1,000,000 aggregate and a \$5,000 deductible. Policy limits and deductible for the retroactive date effective 3/20/2018: \$2,000,000 per occurrence, \$2,000,000 aggregate and a \$5,000 deductible. Policy limits and deductible for the retroactive date effective 6/13/2019: \$1,000,000 per occurrence, \$1,000,000 aggregate and a \$5,000 deductible. Policy limits and deductible for the retroactive date effective 8/4/2020: \$1,000,000 per occurrence, \$2,000,000 aggregate and a \$5,000 deductible.		



Authorized Representative Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Judy McDonald	
	PHONE (A/C, No, Ext): (954) 943-5050	FAX (A/C, No): (954) 942-6310
INSURED Leigh Robinson Kerr & Associates Inc 808 East Las Olas Boulevard #104 Fort Lauderdale FL 33301	E-MAIL ADDRESS: judy@furmaninsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company	NAIC # 11000
	INSURER B: RetailFirst Insurance Company	10700
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 20-21**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			21SBMBU7019	2/20/2020	2/20/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			21SBMBU7019	2/20/2020	2/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52013599	1/1/2020	1/1/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: City Evaluation and Appraisal Report, RFP #20-37-JW

CERTIFICATE HOLDER**CANCELLATION**

City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach, FL 33441	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dirk DeJong/JPC

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ACORD 25 (2014/01)

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INS025 (201401)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CorRisk Solutions 180 N Stetson Ave Suite 4500 Chicago, IL 60601	CONTACT NAME:	Karen Bronson	
	PHONE (A/C, No, Ext):	312-637-8755	FAX (A/C, No, Ext):
	E-MAIL ADDRESS:	kbronson@corrisksolutions.com	
INSURED Leigh Robinson Kerr & Associates, Inc. 808 E. Las Olas Boulevard Suite 104 Ft. Lauderdale, FL 33301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Insurance Company		23841
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			DOES NOT APPLY			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS MADE DED ☐ RETENTION \$			DOES NOT APPLY			EACH OCCURANCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐	N/A		DOES NOT APPLY			WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991816-04	06/13/20	06/13/21	Per Occurrence: \$1,000,000 Annual Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

City Evaluation and Appraisal Report RFP #20-37-JW

CERTIFICATE HOLDER**CANCELLATION**City Of Deerfield Beach
150 NE 2nd Avenue

Deerfield Beach, FL 33441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BACKGROUND CHECK AFFIDAVIT
(Page 1 of 3)

STATE OF FLORIDA () SS.
COUNTY OF (BROWARD)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the PRESIDENT (title) of LEIGH ROBINSON KERR & ASSOCIATES, INC and I certify that I have the authority to make the representations set forth within this Affidavit.
3. LEIGH ROBINSON KERR & ASSOCIATES, INC. intends to enter into a contract with the City of Deerfield Beach for City Evaluation and Appraisal, RFP #20-37-JW.
4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:

☒ The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)

☐ National Crime Information Center (NCIC) data base (Level II).
5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-132 of the City of Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-132 shall perform work on city property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.
7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

Executed this 7th day of August, 2020.

**Background Check Affidavit
(Page 3 of 3)**

List of Employees

Name (First, Last)

Result

LEIGH R. KERR

Passed ☒ Failed ☐

KELLY RAY

Passed ☒ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

Passed ☐ Failed ☐

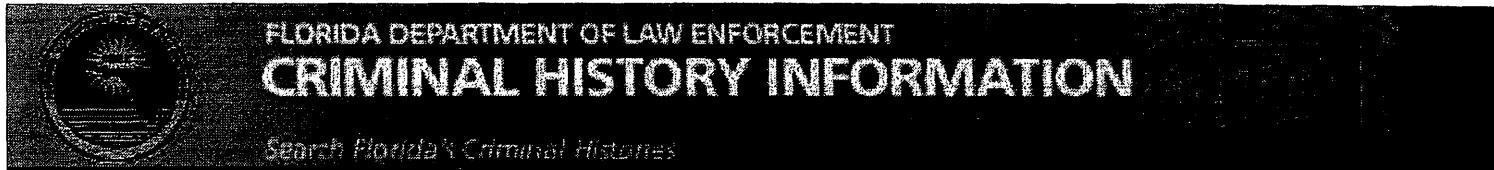
Passed ☐ Failed ☐

Passed ☐ Failed ☐

Note: Insert additional sheets if necessary.

kray808@bellsouth.net

From: InternetCriminalResults@fdle.state.fl.us
Sent: Tuesday, August 4, 2020 11:40 AM
To: kray808@bellsouth.net
Subject: FDLE Criminal History Search Results for RAY, KELLY ANN



The following is your search criteria:

Tran ID: 11830818
Name: RAY, KELLY ANN
Maiden Name/Alias:
Maiden Name/Alias 2:
SSN: XXX-XX-0939
DOB: 12/17/1977
Age:
Race: W
Sex: F

Search conducted: 8/4/2020 11:39:05 AM

FDLE found NO Florida criminal history based on the information provided. No criminal record check was conducted for other states or for the FBI. This record (or statement that there is not a record) is based on a request from a member of the public. This customer used the FDLE Internet system to search for the Florida record. FDLE is providing this to respond to the customer's request.

FW: FDLE Criminal History Search Results for KERR, LEIGH ROBINSON

From: Leigh Kerr (lkerr808@bellsouth.net)
To: kray808@bellsouth.net
Cc: kerrdeborah@aol.com
Date: Monday, August 3, 2020, 5:44 PM EDT

From: InternetCriminalResults@fdle.state.fl.us <InternetCriminalResults@fdle.state.fl.us>
Sent: Monday, August 3, 2020 5:37 PM
To: lkerr808@bellsouth.net
Subject: FDLE Criminal History Search Results for KERR, LEIGH ROBINSON

**The following is your search criteria:**

Tran ID: 11828913
Name: KERR, LEIGH ROBINSON
Maiden Name/Alias:
Maiden Name/Alias 2:
SSN: XXX-XX-6696
DOB: 12/06/1951
Age:
Race: W
Sex: M

Search conducted: 8/3/2020 05:35:40 PM

FDLE found NO Florida criminal history based on the information provided. No criminal record check was conducted for other states or for the FBI. This record (or statement that there is not a record) is based on a request from a member of the public. This customer used the FDLE Internet system to search for the Florida record. FDLE is providing this to respond to the customer's request.



cchinet-email.jpg
8kB



City of Deerfield Beach

Purchasing and Contract Administration Division
401 S.W. 4th Street
Deerfield Beach, Florida 33441
(954) 480-4380 * Fax: (954) 480-4388

Purchase Order No.**PO200404**

PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED

Vendor: LEIGH R KERR & ASSOCIATES INC - V00017180
808 EST LAS OLAS BLVD
SUITE 104
FORT LAUDERDALE, FL 33301
(954)467-6308

Ship To: PLANNING & DEVELOPMENT SV
PLANNING & DEVELOPMENT SV
150 NE 2ND AVENUE
DEERFIELD BEACH, FL 33441

Bill To: CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE
DEERFIELD BEACH, FL 33441

PR No	PR200581	Status	PP	Requested By:	Veronica Rodriguez	Terms:	N30	Date Issued:	03/09/22
				Buyer:	IVELSA GUZMAN			Date Required:	

#	Quantity	Unit	Description	Account Number:	Unit Price	Tax/Other	Extended Amt
0001	1.00	LOT	Prepare the City's Evaluation and Appraisal Report (EAR) in accordance with Florida Statutes and prepare an update of	0011100-5153299 (100%)	\$58,500.00	0.00	\$58,500.00
0002	1.00	LOT	Prepare the City Evaluation and Appraisal Report (EAR) in	0011100-5153299 (100%)	\$7,500.00	0.00	\$7,500.00

PO TOTAL: **\$66,000.00**

Change Order to increase the PO
\$7,500.00 for additional services fees.
Change Order is exempt pursuant to
Procurement Code Section 38-120, Item 1(b).

Authorized Signature:

David Santucci

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, Florida Statute 218.70 through 218.80.

CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** This order is for the purchase of goods (herein referred to as “the Articles” and/or services described on the front side herein. The Buyer’s offer to and the Seller’s Acknowledgement to the Buyer shall constitute Seller’s acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries to Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY PRODUCT:** (a) The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent, the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties including warranties prescribed by law shall run to Buyer, its successor, assigns and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
(b) In addition to the warranties and conditions listed above, all orders by Buyer for Electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:
(1) Such equipment shall be UL listed as suitable for use in a Commercial application.
(2) Such equipment shall be provided with three prong, heavy duty power cords.
(3) Suitable operator or user manuals are to accompany all units when delivered. Said manuals shall include:
(A) Illustrations which show locations of controls.
(B) Explanations of the function of each control.
(C) Step-by-Step procedure for proper use of appliance.
(D) Safety precautions (or considerations) in application and in servicing.
(4) Seller shall provide operator training and instructions by demonstration on the equipment supplied.
(5) Seller shall provide preventative maintenance and repair instruction to City employees.
(6) Seller shall provide repair parts, lists, ordering instructions and information as to sources of supply for such repair parts.
(7) All equipment nameplates, warning signs, condensers, operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under normal expected use. Labeling shall be clear and concise and free of misinterpretation.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller’s (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance with contractual liability coverage with minimum limits of \$100,000/\$300,000/\$500,000 to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder furnish to Buyer a Certificate of Insurance evidencing and foregoing coverages and limits (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all damages, charges, losses (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents, and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed. Nothing herein shall waive Buyer’s sovereign immunity.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof:
(b) Buyer may terminate this order, in whole or in part, at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontractors, outstanding hereunder, and take any necessary action to protect property in Seller’s possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination.
(c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller.
(d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request, all books, records, and papers relating thereto.
5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, and all rules, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida.
7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by the Buyer in writing. This order shall constitute the entire agreement between the parties.
8. The Seller expressly agreed that any terms, or conditions contained on any form or agreement other than this agreement, which are not in full accord with the above stated agreement and its terms shall be null and void.
9. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted much.
10. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it (with respect to this course of performance provision, any time an individual attempts to perform under the contract in a matter which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
11. **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
12. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
13. **PLACE OF DELIVERY:** All items shall be delivered FOB destination to the City of Deerfield Beach, at address stated on the front page.
14. **INSPECTION OF GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller’s risk and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement, it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of Inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
15. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage or other cause giving rise to the claim; provided however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and provided further that, this provision shall not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.
16. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except set forth herein, provided however, that notwithstanding any other provision to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness of a particular purpose of the subject goods, and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
17. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him/her that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
18. The City of Deerfield Beach is exempt from FEDERAL EXCISE TAXES: Where tax applies, invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.
19. **PUBLIC RECORDS:** Information and materials received by the City in connection with an Offeror’s response shall be deemed to be public records subject to public inspection, unless there is an applicable exemption to the public records law provided for in Section 119.07, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK’S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).
20. **SCRUTINIZED COMPANIES:** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are in compliance with all applicable provisions of 287.135. Pursuant to Section 287.135, F.S. and the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. Additionally, the City may immediately terminate this Agreement pursuant to any other conditions or requirements set forth in FLA. Stat. 287.135.
21. By accepting this Purchase Order, the Vendor/Contractor and any sub-contractors related to this Purchase Order shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract/Purchase Order. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. If you have any questions about this requirement, please contact the Purchasing and Contracts Division for more information at 954-480-4381.