



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

February 21, 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: January 24, 2023, February 7, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Police Pension Board Meeting Minutes

Attachment: October 27, 2022

Affordable Housing Advisory Committee Meeting Minutes

Attachment: November 14, 2022

Code Compliance Meeting Minutes

Attachment: November 16, 2022

Education Advisory Board Meeting Minutes

Attachment: December 7, 2022

Community Appearance Board Meeting Minutes

Attachment: January 25, 2023

APPROVAL OF THE AGENDA

February 21, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82926384938?pwd=RDJtL2NZZjd3cEgxZmt4c2FYcko0Zz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 829 2638 4938#

Participant ID: #

Passcode: 632826#

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. Proclamation presented to Dr. Liz Gruber, Home for Balance Psychotherapy Group, LLC, in recognition of National Eating Disorder Awareness Week.

Sponsor: Mayor Bill Ganz

2. Presentation regarding the SW 10th Street Aesthetics Survey and Recommendations.

Sponsor: Department of Environmental Services

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENT

- 3. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joseph Murray as a member of the Affordable Housing Advisory Committee to serve a two-year term; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: AHAC Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Reciprocal Use Agreement with the St. Ambrose Catholic Church and School for the reciprocal use of facilities for a three-year term; authorizing execution of the Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: St. Ambrose Catholic Church and School

- 5. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of three infrastructure project applications to the Broward Metropolitan Planning Organization ("MPO") for funding from the Mobility Advancement Program; 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 Environmental Services

Attachment: Mobility Advancement Program

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of first amendments to the two Interlocal Agreements with Broward County for Surtax Funded Municipal Transportation Projects Pioneer Grove Infrastructure and Complete Streets (Deer-005 and 006), and FAU Research Boulevard Roadway Improvements (Deer 007) to provide for an extension of time for completion; 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: Surtax Funded Municipal Transportation Projects

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$187,098.58 and execution of a contract amendment with MBR Construction, Inc. to provide security improvements for the Johnny L. Tigner Community Center Project, for an updated total project cost of \$11,332,852.20; approving the use of target area trust funds in the amount of \$187,098.58; providing for execution and an effective date. (*Funds from Account #620-3000-513-39-99 - Target Area Trust Funds/Contingency*)**

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: MBR Construction, Inc.

DEPARTMENTAL BUSINESS

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Purchase and Sale Agreement with MBA Development Partners of Florida, LLC, for the sale of city property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC, subject to referendum approval; providing for execution, implementation and an effective date.**

Suggested Action: Defer until March 7, 2023

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

Sponsor: Office of the City Manager

Attachment: MBA Development Partners of Florida, LLC

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking for Request for Proposals #22-10-PC for Enterprise Resource Planning Software System; authorizing the appropriate city officials to negotiate an agreement with the top ranked, responsive and responsible proposer, Tyler Technologies, Inc., in an amount not to exceed \$3,507,859.00; providing for implementation and an effective date. (Funds from Account #399-0600-513-64-10 - General Capital Project-Finance/Machinery)**

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: Tyler Technologies, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, March 7, 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, January 24, 2023

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 7:01 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

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

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

Commissioner Parness left the dais temporarily at 7:04 p.m.

APPROVAL OF CITY COMMISSION MINUTES

Special City Commission Meeting Minutes - December 15, 2022

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes - October 26, 2022

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

January 24, 2023

Commissioner Parness returned at 7:06 p.m.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, 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. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.

Captain Hofstein advised that a presentation will not be given but asked that everyone keep a Deputy Sheriff who was injured in a traffic accident over the weekend in their thoughts and prayers. He said the deputy will be okay, but has a long road to recovery.

QUASI-JUDICIAL PUBLIC HEARINGS

2. P.H. 2023-029: Application: 21-P-230 (Tabled from January 10, 2023)

Applicant: **B'nai B'rith Deerfield Beach II, Inc.**

Proposal: Request to amend the plat to add 38 total sleeping rooms from 312 (156 dwelling units equivalent) to 350 (175 dwelling units equivalent)

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

Anthony Soroka, City Attorney, stated that items 2 & 3 will be presented together but voted on separately. Thereafter, he explained the quasi-judicial process and asked whether the applicant will proceed or waive.

James Kahn, Senior Planner at Keith & Associates, Inc., 301 E. Atlantic Blvd., Pompano Beach, representing the applicant, waived the quasi-judicial proceeding. Thereafter, a PowerPoint presentation was displayed. He stated that B'nai B'rith is a not-for-profit organization that provides affordable housing to low-income seniors who can live independently. The existing site is 3.54 acres, as it will be tied in with Building II, and is zoned RM-15. The proposed site will be 4 stories with 62 units, 47 one-bedroom and 15 two-bedroom and will be for seniors 62 years of age or older, who have a total income of 80% or less than the Broward County median. Further, he explained that the applicant is requesting to amend the plat note to add 38 sleeping rooms from 312 to 350.

Continuing, Mr. Kahn displayed the site plan, which outlined the current and proposed buildings, as well as the parking lot, which provides a continuous flow with the current lot. A traffic study was performed to show that the seniors do not need the typical parking requirements; nevertheless, a 36-space technical deviation is being requested, for a total of 97 parking spaces. Furthermore, the building is being built close to the street to mirror Pioneer Grove, so typical setbacks did not work; therefore, the following three variances are being requested: minimum lot area, minimum corner setback, and minimum landscaped area. Thereafter, he provided a brief overview of the project history for Buildings I, II, and III. Lastly, Mr. Kahn displayed various elevations of the proposed building, which are tan colors, with the bottom portion being a brick material.

Commissioner Parness spoke in support of the project, as affordable housing for seniors is needed.

In response to Commissioner Preston's questions, Mr. Kahn replied that all properties within 500 feet of the proposed development were notified, all construction will be done on the existing property, and no property will be taken away from the surrounding communities.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

In response to Commissioner Drosky's comments, Mr. Kahn stated that the existing three buildings were built before the Pioneer Grove architectural district, so the applicant is proposing elevations to the proposed building to align with the Pioneer Grove standards; therefore, variances are needed in order to meet the current criteria.

Vice Mayor Hudak spoke in support of the project, as affordable senior housing is needed and applauded B'nai B'rith for their continued commitment to the seniors.

Mr. Kahn advised that the proposed building will have controlled access, security cameras, fob access for after hours and the ground floor will include meeting and game rooms.

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

In response to Mayor Ganz's questions, Eric Power, Director of Planning & Development Services, replied that the applicant was required to provide the specifications for the proposed property, which is why it is too small; nevertheless, when looking at the site in its entirety, there are no lot issues. Further, he stated that bonus sleeping rooms are not flex units, but a category of flex units.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 2, adopted Resolution 2023/014. Roll Call:

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

Nays: 0

3. P.H. 2023-030: Application: 21-RM15-65 (Tabled from January 10, 2023)

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.**

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

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 3, adopted Resolution 2023/015. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, reiterated his previous concerns with the current construction hours and asked for them to be amended to 8:00 a.m. to 5:00 p.m., Monday - Friday and 9:00 a.m. - 3:00 p.m. on Saturdays.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commended the City Manager and staff for the beach renourishment project, as it is a cost savings to the City; thereafter, he provided a brief overview of the project.

Bill Galsterer, 1102 Little Harbor Drive, Deerfield Beach, commented on the overwhelming amount of construction in his neighborhood. Further, he expressed concerns with the amount of traffic on Hillsboro Boulevard in front of Little Harbor and suggested that a blinking sign be installed advising vehicles to not

PUBLIC COMMENT - CONTINUED

block the entranceway.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, provided a brief overview of costs she incurred from hitting a pothole in the City. She advised that the claim has yet to be settled because she is dissatisfied with the tire on her car and believes the City should incur the costs for two tires, the alignment and balance.

Tom Schuessler, 59 Little Harbor Way, Deerfield Beach, commented on the construction noise in his neighborhood, and spoke in support of amending the hours. Further, he also asked that backup generators be investigated as they are regulated in Lighthouse Point and Pompano Beach.

In response to Mayor Ganz's question, Mr. Schuessler replied that the backup generator runs at least once a month for 20 minutes and longer when the power is out.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of amending the construction hours and asked when a compliant is made, is it handled immediately. She advised that there is a Brazilian event on Saturday, from 12 - 2 at the Villages of Hillsboro Park, and suggested more advertisement for these type events. Ms. Freitag asked who governs the fees for Airbnb's and are owners provided the fees and stipulations prior to becoming a vacation rental property. Further, she thanked staff, as well as various organizations for the MLK events. Lastly, she stated that the initial request made by the Cove Brewery was to reduce the front parking spaces by two on the northside of the building and add them to the back of the building, which is not being done. Thereafter, she commented on conversations she's had with the builder and city staff.

Willis Moorer, 331 NW 2nd Terrace, Deerfield Beach, asked if the light on NE 2nd Avenue can be adjusted to allow a longer change time. Further, he said the construction of the Braithwaite Center for Active Aging is causing a tremendous amount of debris and dust, which is affecting the homes on NW 2nd Terrace. Thereafter, he commented on the amount of dirt on his roof, which will have to be cleaned and asked if reimbursements will be given once construction is over. Lastly, he said streetlights are out along NW 2nd Terrace and asked if they can be repaired.

Mayor Ganz answered questions posed by the public. He said unfortunately, there is only one entrance and one exit out of Little Harbor, and FDOT will not install a light due to the nearby traffic lights; nonetheless, staff can seek input from FDOT on whether a sign can be installed. If the suggested weekly construction hours are adopted, an entire day of work will be eliminated; nevertheless, he is willing to amend the Saturday hours based on more community feedback and asked that staff research how other cities are regulating backup generators. He said when code complaints are made, they are addressed immediately. Further, he said staff can be more vigilant in monitoring the construction that's being done, but unfortunately, reimbursements cannot be given. Mayor Ganz said the Brazilian event was advertised and discussed at past commission meetings, but additional advertising can be done. Thereafter, he commented on the traffic light on NE 2nd Avenue, and said staff will seek input, but it may be problematic due to the close proximity to the railroad tracks and major intersection.

Thereafter, there was a brief discussion regarding Ms. Jackson's claim, and it was requested that staff look deeper into the case.

Vice Mayor Hudak spoke in support of amending the Saturday construction hours.

Commissioner Parness spoke in opposition of amending the hours until additional community feedback is received and suggested that surveys be provided to the residents.

Thereafter, discussion ensued regarding amending the construction hours based on community feedback.

Mayor Ganz suggested extending the hours under special circumstances should they be reduced; nevertheless, he doesn't want to be too stringent that it causes construction to be delayed.

CONSENT - BOARD APPOINTMENTS

4. **Resolution 2023/016 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for members to the Board of Trustees of the Municipal Firefighter's Pension Trust Fund; providing for an effective date.**
5. **Resolution 2023/017 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Sharon Haynes to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; and providing for an effective date.**

Mayor Ganz opened the public hearing; however, there was 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 Items 4 & 5. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 6 - 10; 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 Items 6 - 10 of the Consent Agenda. Roll Call:

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

Nays: 0

6. **Resolution 2023/018 - 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 *Kevin Embres 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 - Risk Management/General Liability Legal)**
7. **Resolution 2023/019 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Development Agreement with the owner of the Deerfield Station TOD Development to permit additional retail and personal services uses within the development; authorizing execution of the Amendment; providing for an effective date.**
8. **Resolution 2023/020 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Piggyback Agreement with ParkMobile, LLC for parking payment system services at no cost, utilizing the terms of the City of Tampa's RFP #21111220 and agreement; providing for execution and an effective date. (Funds from Account #001-3008-545-39-37 - Bank Charges)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

9. **Resolution 2023/021 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending Resolution No. 2022/141 to approve and accept the best and final offer from ABB, Inc. in the amount of \$435,878.00 for the sole source purchase of main generator automatic switchgear upgrades for water plant operations to be partially funded from American Rescue Plan Act (ARPA) Funding; authorizing execution of a purchase agreement with ABB, Inc.; providing for execution, conflicts and an effective date. (Fund from Account #413-5020-533-60-31 - Automatic Transfer Switch (ARP41327))**
10. **Resolution 2023/022 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the expenditure with PeopleReady, Inc. for temporary staffing services for the Sustainable Management Department in an amount not to exceed \$200,000.00; providing an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)**

DEPARTMENTAL BUSINESS

11. **Resolution 2023/023 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a third work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for Phase II construction phase services for the Beach Renourishment Project in an amount not to exceed \$183,463.70 for the City's 50% share of the cost; providing for execution and an effective date. (Funds from Account #001-4553-539-3299 - Other Contractual Services)**

Anthony Soroka, City Attorney, advised that Items 11, 12 & 13 will be presented together, but voted on separately and stated that staff is requesting that Item 13 be deferred to February 7th; thereafter, he read all three items into the record.

Patrick Bardes, Coastal & Waterway Coordinator, stated that on October 8, 2020, the City of Deerfield Beach and Town of Hillsboro Beach entered into a settlement agreement, which consisted of cooperation on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Deerfield and Hillsboro's beaches; jointly constructing a beach renourishment project every five years, for a total of up to six projects over 30 years; conduct semi-annual beach monitoring surveys to maximize opportunities for third party funding from the Florida Department of Environmental Protection (FDEP); and the first renourishment project must be constructed between 2021 and 2023. Thereafter, he provided a brief history of beach renourishment projects.

Continuing, Mr. Bardes explained that staff is seeking approval of a consultant contract for construction services with Coastal Protection and Engineering; city manager authorization to execute a piggyback contract with Great Lakes Dredge and Dock based on the City of Boca Raton's solicitation; and city manager authorization to execute an Interlocal Agreement (ILA) with Boca. Mr. Bardes stated that upon execution of the settlement agreement, the project was redesigned to meet the settlement agreement specifications; existing permits were modified to allow for offshore sand from the ebb shoal; coordination with Boca and Hillsboro was conducted to maximize cost sharing; quarterly reporting and annual submission of the Local Government Funding Request (LGFR) from FDEP was continued; negotiations with Boca were conducted to determine the mobilization and sand costs, which will be based on sand placement in each region; and multiple bid approaches were researched for best pricing. Thereafter, he introduced Tom Pierro, Principal Engineer for Coastal Protection Engineering.

Mr. Pierro stated that this regional coordination project is unique and should be done more often and is highly supported by the State of Florida. The project includes compliance with the settlement agreement, whereas, the first project will be completed in 2023; beach/dune renourishment component; sand source from the Boca inlet; prorated mobilization cost; and a potential 50% cost share with the State. Thereafter, a photograph of the proposed project area was displayed; whereby, the City construction limits are 1,800 feet. Further, the north extension is the area north of the settlement agreement area where the City will be placing sand and Hillsboro's extension is from the R-9 marker, south to the end of the permitted area. He said the volume from the December 2022 survey showed 33,400 cubic yards of sand, which will change slightly, once the construction surveys are received.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Mr. Pierro said Boca took the lead on the ebb shoal dredging and received one bid from Great Lakes Dredge & Dock, who is very well known in the industry. The key results from the bid include mobilization/demobilization cost of about \$4 million; unit price for placing sand within the settlement agreement area is \$13.55/cy; north extension, which is 2,000 cubic yards, is \$30.00/cy; and this project will be shorter in duration but highly active. Further, he said the truck haul project received one bid from Eastman Aggregates, who is also well known. The key results from the bid include lower mobilization/demobilization costs, but significantly higher unit pricing, ranging from \$56/cy to \$125/cy; therefore, the ebb shoal dredging is highly recommended. Thereafter, estimated project costs were displayed. He explained that the mobilization cost will be shared two ways, with Boca, and then with Hillsboro, and may be prorated based on the volume of sand. Further, Hillsboro has directed the consultant to place around 200,000/cy of sand, so their rate and cost share will be higher, and Boca will be around the same, which is beneficial to Deerfield.

Lastly, Mr. Pierro said construction is anticipated between March and April, and the project must be completed by April 30th due to sea turtle nesting season, which will not be an issue. He explained that the sand will be coming from a 30-inch pipeline that will be placed on the beach throughout the City limits; nevertheless, construction areas will be closed to the public but there will be access across the pipeline in other areas via sand ramps and ocean rescue will direct guests accordingly.

In response to Vice Mayor Hudak's question, Mr. Pierro replied that active construction will be around 30 days; whereby, a construction date has not yet been established. Further, he said the placement area, which is the southern 700 feet of the City, will be the active construction area.

In response to Commissioner Preston's question, Mr. Pierro replied that extremely intense environmental reviews were done to the permitted project areas to ensure that the impacts to the environments are temporary and negligible. Further, the sand being utilized for this project is beach sand that has been washed, which means it has been rolled around by the surf many times alleviating any disturbances; nevertheless, there are preventive measures in place to ensure the environment is not highly impacted.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he asked that staff notify the affected businesses along the beach.

David Santucci, City Manager, replied that upon adoption, signage will be posted along the beach and staff will notify the businesses accordingly.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 11, adopted Resolution 2023/023. Roll Call:

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

Nays: 0

12. Resolution 2023/024 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to enter into an Interlocal Agreement with the City of Boca Raton related to the City of Boca Raton's Bid No. 2023-06-FV, including the bid alternates, and the Joint Beach Renourishment Project to be performed in the City of Deerfield Beach; providing for an effective date.

Mayor Ganz thanked the City of Boca Raton for their pose throughout this project. Thereafter, he opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 12, adopted Resolution 2023/024. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Great Lakes Dredge & Dock Company, LLC for the City's Joint Beach Renourishment Project with the Town of Hillsboro Beach, utilizing the terms of the City of Boca Raton's Bid No. 2023-06-FV and contract and the mandatory alternates provided for in the bid in an amount not to exceed \$6,000,000; providing for execution and an effective date. (Funding to be determined)**

Anthony Soroka, City Attorney, explained that although the bid was awarded by Boca, they have not yet executed the documentation; therefore, city staff is requesting deferral. Further, he explained that the intent is to do a tri-party agreement with Great Lakes Dredge & Dock Company for the sand costs for Deerfield and Hillsboro and to address the City's respective share on how costs will be paid.

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

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to defer Item 13 to February 7, 2023. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

HB 7049 - Anthony Soroka, City Attorney, said HB 7049 provides cities the ability to utilize the County website or a website designated by the County as a repository for website advertisement in lieu of newspapers. Although the County may not utilize it themselves, they have been negotiating with a vendor to provide website designation to be utilized by municipalities. Further, he advised that a participation agreement with the County will be forthcoming, which provides the City the ability to use the website.

Mayor Ganz asked that the cost savings be outlined in the backup when the participation agreement is brought forward.

Mr. Soroka said negotiations are ongoing but should be available sooner than later.

David Santucci, City Manager, reiterated that cost negotiations are ongoing; nonetheless, the participation agreement allows the City an opportunity to move forward when everything is in place, but a subsequent item may be forthcoming. Further, a true cost to the City will be unknown until the request is publicized, as residents will have the option to opt in for mailers, which will be a determining factor for the City.

Mr. Soroka clarified that as part of the Bill, any local government that utilizes the website for publication, must submit a yearly advertisement in a newspaper allowing individuals the opportunity to request a mailed notice or e-mailed notice in lieu of the website advertisement.

CITY MANAGER

Broward Days - David Santucci, City Manager, said more than one elected official will be attending Broward Days on March 21 - 22, 2023; therefore, staff may be requesting to amend the FY23 meeting schedule. Thereafter, he provided a brief overview of the importance of Broward Days and advised that the City's legislative agenda is forthcoming.

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

Audio/Visual Upgrades - Vice Mayor Hudak asked for an update on the upgrades.

Plexiglass and Zoom Meeting Feature - Vice Mayor Hudak said he would like to see the plexiglass removed and asked if the Zoom feature will continue.

David Santucci, City Manager, replied that staff did not want the upgrades to interfere with this meeting; nevertheless, they are forthcoming. He said the Zoom feature allows the City to stream the meetings through YouTube, which provides closed captioning that the City was previously paying for; nonetheless, the upgrades will provide other alternatives, which will be discussed in depth once completed. Further, the plexiglass can be removed if that is the consensus of the Commission.

COMMISSIONER PRESTON**DISTRICT 2**

MLK Event - Commissioner Preston thanked staff and the African American Heritage Board for the MLK Event. He asked that there be more of a theme for Dr. King next year and more floats, i.e. churches.

Park Safety - Commissioner Preston said people continue to talk about the tragedy that took place at Oveta McKeithen Park; therefore, he suggested that city staff in conjunction with BSO seek volunteers, i.e. parents, when there are events held at the parks.

District 2 Meeting - Commissioner Preston said he is hosting a meeting on February 22nd at 7:00 p.m. at the Hillsboro Community Center. Thereafter, he urged everyone to attend and provide input.

COMMISSIONER PARNESS**DISTRICT 3**

Crystal Lake - Commissioner Parness said Captain Hofstein and his deputies are going to investigate the parking issues in the Crystal Lake area, and if illegal parking is occurring, warnings will be issued, followed by citations.

Code Enforcement - Commissioner Parness commented on issues that have occurred but have since been addressed. Thereafter, he commended Code Enforcement for keeping the City beautiful.

Building Insurance - Commissioner Parness said he will be hosting a meeting in the Village on February 16th at 1:00 p.m. to discuss the skyrocketing costs for building insurance.

COMMISSIONER DROSKY**DISTRICT 4**

Fort Lauderdale Alliance - Commissioner Drosky said he is the City's liaison for the Fort Lauderdale Alliance, which consists of JetBlue, Wells Fargo, Bank of America, etc. He explained that the organization meets quarterly and today's meeting was hosted by the Florida Panthers. Thereafter, photographs of the Florida Panthers new practice facility were displayed, which he highlighted. He said the new facility is in Fort Lauderdale, so there's potential for visitors to stay in other areas, i.e. Deerfield Beach, when visiting this facility.

HB 7049 - Commissioner Drosky said he spoke to a Parkland Commissioner, who advised that they approved the participation agreement. Their annual advertising costs are around \$35,000, which is probably similar to Deerfield Beach, so he believes it will be a significant savings to the City.

Construction Hours - Commissioner Drosky said he would be interested to see what other cities are doing in Broward and Palm Beach Counties; nevertheless, a small sample of cities was included in the weekly packet, which showed that Deerfield is one of the most restrictive cities.

Villages of Hillsboro Park - Commissioner Drosky said the Brazilian Voices Jazz Concert will take place on Saturday, January 28th from noon to 2:00 p.m.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Florida Department of Transportation (FDOT) - Commissioner Drosky said FDOT is hosting two workshops on January 30th and 31st regarding the widening of the Sawgrass Expressway and urged public participation.

Temple Adventiste de Deerfield Beach - Commissioner Drosky said he and Mayor Ganz attended a festival in celebration of the church paying off their mortgage. Thereafter, he provided David Santucci, City Manager, with the City's certificate of appreciation.

MAYOR GANZ

Temple Adventiste de Deerfield Beach - Mayor Ganz said they also presented the City with a wall clock, which he will provide to staff. He again extended his congratulations for their accomplishment.

Jim & Jan Moran Boys and Girls Club - Mayor Ganz thanked the organization for their participation in the services for Rickey Ferguson, Jr.

Construction Hours - Mayor Ganz said the hours were amended years ago based on the same resident complaints.

Artificial Reef - Mayor Ganz said during the budget workshops, he would like to discuss the artificial reef project, as it will be beneficial to the City.

Superintendent - Mayor Ganz said the Broward County School Board removed the Superintendent and asked that the Education Advisory Board keep an eye on who's appointed, so the City's concerns can be addressed.

Speeding - Mayor Ganz said the roads continue to be hazardous and expressed his support for additional traffic enforcement.

Chamber Upgrades - Mayor Ganz spoke in support of removing the plexiglass and keeping the Zoom feature as it allows for more resident feedback but asked that the sound be improved.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 9:11 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

Heather Montemayor, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, February 7, 2023

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:

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

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - January 10, 2023

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, 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

African American Heritage Board Meeting Minutes - September 8, 2022
Code Compliance Meeting Minutes - December 13, 2022
Marine Advisory Board Meeting Minutes - October 20, 2022
Community Appearance Board Meeting Minutes - January 11, 2023
Hillsboro Inlet District Meeting Minutes - November 21, 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

February 7, 2023

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, 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 recognizing February 2023 as American Heart Month.**

Mayor Ganz presented a proclamation to Chandra Roberson, Senior Development Director at American Heart Association, in recognition of American Heart Month.

Ms. Roberson thanked the City of Deerfield Beach on behalf of the American Heart Association for advocating and supporting American Heart Month.

2. Presentation of the 2022 Smart Growth Excellence Award to the City of Deerfield Beach for the Btactical Project: NE 3rd Avenue "Make Broward Better at Tedder."

Priscilla Cygielnik, Director of Environmental Services, stated that the City was awarded the 2022 Smart Growth Excellence Award for the Btactical Project.

Nadia Locke, Smart Growth Partnership, introduced Jesus Fuentes, Smart Growth Partnership. Thereafter, she explained that the award is for the Btactical Project, Make Broward Better at Tedder. The intent of the award is to recognize projects, polices, and other types of efforts involving the smart growth principles made by public, non-profit, and private industries. She stated that the City of Deerfield Beach was also recognized in 2014 for the Complete Streets Guidelines and commended the City for being forward thinking and progressive. Ms. Locke provided staff with the award and thanked the City for their leadership in South Florida and assisting with the creation of smart growth projects.

Mayor Ganz thanked staff and the volunteers who assisted with the project, as it provided the City with the opportunity to see how it would affect the community.

Eric Power, Director of Planning & Development Services, thanked Smart Growth Partnership for their recognition; whereas, this is the third time the City has been recognized by an outside agency for this project. Further, he said staff has had conversations with BSO regarding how improvements can be made to NE 3rd Avenue, whereby, previous issues were resolved but new issues have been created; nonetheless, these temporary projects assist with making future permanent improvements.

Vice Mayor Hudak said this project brought the community together, and although it was a short-term fix, it showed what can be done to a very hazardous road. Thereafter, he thanked staff for all their hard work.

PUBLIC COMMENT

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, reiterated his previous concerns with the current construction hours. Thereafter, he commented on situations he's encountered regarding the construction noise and asked for them to be amended to 8:00 a.m. to 5:00 p.m., Monday - Friday and 9:00 a.m. - 3:00 p.m. on Saturdays. Further, he commented on Deerfield Beach's education system and provided a brief overview of programs being offered at Deerfield Beach Middle and High Schools. Lastly, he thanked the Commission for the high school excellence awards, as the monies funded two academic scholarships.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said on January 28th, the Cultural Committee hosted the Brazilian festival, which was well attended. Thereafter, he thanked the Commission and City Manager for their approval of the event, and thanked staff for assisting with the event. Further, he said backup generators provide power in an emergency; nevertheless, noise is measured by decibels and the Broward County noise ordinance allows 60 decibels from 7:00 a.m. to 9:00 p.m. and 55 decibels from 9:00 p.m. to 7:00 a.m., and if not followed a \$114 ticket will be issued. Mr. Shanetzky outlined three measures used to absorb noise, sound absorbing enclosure, acoustic barriers, and isolation mount, and suggested educating those who have backup generators.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of amending the construction hours and commented on Homeowner Association's (HOA's) establishing their own hours for construction, 9:00 a.m. to 4:00 p.m. Monday - Friday and none on Saturday and suggested that the entire city adhere to those hours; nonetheless, if a noise survey is conducted, HOA's should not be included.

Howard Noland, 325 SE 3rd Terrace, Deerfield Beach, provided John Chekerotis, former police officer's, background, credentials, and a brief overview of the impacts he made to the community. Thereafter, he asked that street signs be added, from the Pier to SE 4th Street, in his honor.

William Galsterer, 1102 Little Harbor Drive, Deerfield Beach, commented on a situation that occurred at an Airbnb at 6 Little Harbor Way. He said due to the ongoing disruption, he contacted the non-emergency number, but by the time police arrived they advised that nothing could be done because the situation had already been resolved. He stated that he was very displeased with the entire situation and earlier today he requested the report and was told that only notes were taken. Thereafter, he asked what more he can do.

Mayor Ganz said the police showed up, but unfortunately, they are limited to what they can do if the issue is resolved prior to them arriving; nevertheless, he asked that Chief Hofstein find out exactly what happened with the interaction, so it can be addressed.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, thanked the Mayor for the prompt response regarding her previous request of the missing fire hydrant at Johnnie McKeithen Park. Further, she commented on speeding near the boat ramp and asked if a speed bump can be installed.

Tom Schuessler, 59 Little Harbor Way, Deerfield Beach, asked if building codes could be re-addressed to restrict developers from building large homes within residential areas with the intent of turning them into Airbnb's. He stated that the current lot coverage is 40% and suggested that it be reduced to 35% and asked that 3 story homes be eliminated. Thereafter, he spoke in support of amending the construction hours.

Commissioner Parness commented on the negative impacts reducing the construction hours could have on the City, i.e. longer build times, lack of growth, etc.

Mayor Ganz answered questions/comments posed by the public. He stated that construction hours were addressed and amended years ago based on a previous request made by Mr. Lubin; nonetheless, Deerfield Beach is the most restricted city in the area when it comes to construction hours. Further, he does not agree with limiting what people can do with the size of their homes, as that is not the issue. The issue is the State Legislature not fully restricting Airbnb's and limiting cities on what can and cannot be enforced; therefore, he suggested that residents contact the State. Mayor Ganz said some HOA's may have their own construction hours, but not all; whereas, most adhere to City's regulations. He spoke in support of the measures stated regarding generators and asked that staff look to see if it's something that can be implemented. Thereafter, Mayor Ganz outlined the steps for installing traffic calming devices and asked that staff contact Ms. Graham-Bracy. Although, he was unable to attend, Mayor Ganz said he received

PUBLIC COMMENT - CONTINUED

positive feedback regarding the Brazilian festival and thanked staff and the Cultural Committee for their efforts.

In response to Vice Mayor Hudak's question, Anthony Soroka, City Attorney, replied that the State Legislature and State Law preemption does not apply to HOA restrictions; therefore, if Little Harbor was able to organize and effectuate an HOA, they would be able to circumvent the challenges they have been faced with.

In response to Commissioner Parness' question, Mr. Soroka replied that this would apply to community associations, i.e. HOA's, condominiums, etc. Further, they would have to record a declaration of restrictive covenants.

In response to Mayor Ganz's question, Mr. Soroka replied that HOA's have the ability to restrict hours of construction as they have their own regulatory authority to go stricter than the City's code.

CONSENT - BOARD APPOINTMENT

- 3. Resolution 2023/025 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Lisbeth Linert as a regular member to the Deerfield Beach Education Advisory Board to fulfill an unexpired term; providing for an effective date.**

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Hudak, to approve Item 3, adopted Resolution 2023/025. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 4, 6 & 8; 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 Items 4, 6 & 8 of the Consent Agenda. Roll Call:

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

Nays: 0

- 4. Resolution 2023/026 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a public art challenge grant application to Bloomberg Philanthropies for a public art project in collaboration with Art4Hope; authorizing in-kind services as matching funds if the grant funds are awarded; authorizing execution of a grant agreement, if awarded; and providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

5. **Resolution 2023/027 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Great Lakes Dredge & Dock Company, LLC and the Town of Hillsboro Beach for the City's Joint Beach Renourishment Project with the Town of Hillsboro Beach, utilizing the terms of the City of Boca Raton's Bid No. 2023-06-FV and contract and the mandatory alternates provided for in the bid, in a total joint project sand placement amount not to exceed \$4,000,000; providing for execution and an effective date. (*Funding to be determined*)**

The Resolution was read by title only.

David Santucci, City Manager, provided a brief overview of the item. He explained that as of today, the executed contract has not been received but both parties confirmed that execution and receipt of the contract is eminent and should be provided by the end of the week. Thereafter, he provided a brief overview of the bid process, the beach renourishment area, and the costs associated with the project, which was outlined at the January 24th Commission meeting.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Item 5, adopted Resolution 2023/027. Roll Call:

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

Nays: 0

6. **Resolution 2023/028 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement of the Workers' Compensation claim of Janice Major in the amount of \$62,437.40; authorizing execution of documents necessary to effectuate the settlement; and providing for an effective date. (*Funds from Account #606-0900-519-30-41 - Workers Compensation Legal*)**

7. **Resolution 2023/029 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2022/2023 schedule of City Commission meetings; providing for an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, said the request to move the March 21st Commission meeting to March 28th is due to more than one elected official attending Broward Days. Further, staff received the budget hearing schedule for Broward County and the School Board; therefore, staff is requesting to change the September 19th Commission meeting to September 13th, as September 19th interferes with the County.

Mayor Ganz opened the public hearing; however, there was 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 7, as amended, adopted Resolution 2023/029. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

8. Resolution 2023/030 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Form Participation Agreement with Broward County for publication of legal notices on a County designated publicly accessible website; providing for implementation and an effective date.

DEPARTMENTAL BUSINESS

9. Resolution 2023/031 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2023 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

The Resolution was read by title only.

Commissioner Preston asked that the name for Active Aging be updated to Braithwaite Center for Active Aging.

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

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 9, as amended, adopted Resolution 2023/031. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Career Fair - David Santucci, City Manager, said the event will take place at the Hillsboro Technology Center on February 16th from 3:00 p.m. to 6:00 p.m.; whereby, various businesses will be in attendance, as well as community stakeholders. Thereafter, he thanked Economic Development for their efforts in creating the event.

District Meetings - Mr. Santucci said there will be four district meetings that will be geared towards providing an educational opportunity to the public for the referendum that will be on the March 14th ballot. He advised that residents are welcome to attend any of the meetings, regardless of their districts, and virtual options will be available for some. Thereafter, he stated that the election will be citywide.

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

Speeding Tickets - Vice Mayor Hudak stated that the City does not receive revenue from speeding tickets; nevertheless, the Commission is urging stronger enforcement for the public's safety. Thereafter, he commented on his child's classmate who lost her life in a car accident.

Cove Construction - Vice Mayor Hudak asked staff to continue to monitor the construction near the brewery to ensure they are adhering to their permits.

Mail in Ballot Requests - Vice Mayor Hudak said the vote by mail ballot requests expired on December 31st; therefore, he urged those who wish to vote by mail to visit the Supervisor of Elections website and reapply.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

District 1 Meetings - Vice Mayor Hudak said his office hours will be on Saturday, February 11th from 9:00 a.m. to noon and the District 1 meeting will be held in the Commission Chambers on February 15th at 7:00 p.m.

COMMISSIONER PRESTON**DISTRICT 2**

District 2 Meeting - Commissioner Preston said the meeting will be held at Hillsboro Technology Center on February 22nd at 7:00 p.m. Thereafter, he provided a brief overview of the agenda and urged the public to attend at least one of the meetings.

Pastor Ford Linear Park - Commissioner Preston said there was a ribbon cutting for the newly installed exercise station and he encouraged everyone to check it out. He said this is the second exercise station out of ten in the Country, and ours is even more unique because of the artwork displayed, which is from a well-known artist, Jean-Michel Basquiat. Thereafter, he commented on a challenge that took place between BSO fire rescue and law enforcement and thanked staff for their hard work throughout the project.

COMMISSIONER PARNESS**DISTRICT 3**

Restrictions - Commissioner Parness commented on state mandated laws that affect local communities, i.e. Airbnb's, open carry permits, etc. Thereafter, he urged the public to contact their state legislature to express their concerns.

District 3 Meeting - Commissioner Parness said the meeting will take place on February 24th at Century Village. Thereafter, he advised that his office is open the first and third Monday of every month from 9:00 a.m. to noon in the main clubhouse. Commissioner Parness urged the public to attend one of the district meetings, so they can become educated about the referendum and vote yes.

Mail in Ballot Requests - Commissioner Parness said voters can also call the Supervisor of Elections Office to request a vote by mail ballot.

COMMISSIONER DROSKY**DISTRICT 4**

District 4 Meeting - Commissioner Drosky said the meeting will take place on Monday, February 13th at 7:00 p.m. in the Commission Chambers due to a scheduling conflict with Constitution Park; nevertheless, there will be a virtual option. Thereafter, he asked that staff add the other district meetings to his calendar.

Shred Event - Commissioner Drosky said the free event will take place at Fire Station 66 on Saturday, February 11th from 8:00 a.m. to noon.

Broward League of Cities Installation Dinner - Commissioner Drosky said he will be inducted as the president on Saturday, June 17th at 7:00 p.m. at Margaritaville.

MAYOR GANZ

Speeding - Mayor Ganz reiterated Vice Mayor Hudak's comments, whereby, the City does not receive revenue from speeding tickets. He continues urging stronger traffic enforcement to protect the public. Thereafter, he commented on Thais Haug, a 19-year-old who lost her life due to another person speeding, a motorcycle fatality that occurred 6 days ago, as well as many others. He said speeding is an issue due to the long gaps between lights, especially out west. Mayor Ganz said he will address this every meeting due to the severity of the situation, as these fatalities must stop.

Pioneer Park - Mayor Ganz asked for increased patrol in the pioneer park area. Thereafter, he commented on a situation that was posted on social media and urged the public to contact the police.

Congratulations - Mayor Ganz extended an early congratulations to Commissioner Drosky for his installation as president of the Broward League of Cities.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 8:15 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

Heather Montemayor, CMC, City Clerk

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
October 27, 2022

The virtual meeting was called to order at 9:00 A.M. at. Those persons present were:

TRUSTEES

Richard Giuffreda
 Andy Gianino
 Robert Schnakenberg
 Robert Amata
 Joe Lapenna

OTHERS PRESENT

Adam Levinson, Board Attorney
 Amanda Kish, Administrator
 Dave West, Investment Monitor
 Doug Lozen, Actuary

PUBLIC COMMENTS

There were no public comments.

MINUTES

The Board reviewed the minutes of the meetings of June 30, 2022

A motion was made, seconded, and carried 4-0 to approve minutes of the meetings of June 30, 2022.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending September 30, 2022. He reviewed the market environment and performance through the quarter ending September 30, 2022. The asset allocation as of September 30, 2022, was 43.6% in domestic equities; 13.3% in international equities; 20.2 % in fixed income; 20.4% in real estate; and 2.4% in cash. The total Fund was down -4.67% while the benchmark was above -4.31%. The plan was in the 61st percentile. Mr. West informed the Board that the fiscal year to date was down -12.82% ranking in 22nd percentile. He continued to review the report. The total equity portfolio was down -6.77% while the benchmark was down -5.90%. The total domestic equity portfolio was down -5.65 % while the Russell 3000 was down -4.46%. The total international equity portfolio was down -10.24% while the benchmark was down -9.91%. The total fixed income portfolio was down -4.41% while the benchmark was down -4.09%. The total real estate portfolio was up 1.61% while the NCREIF was up 0.96%. Mr. West recommends staying on the conservative investment approach.

Mr. West recommended taking some money Real estate and allocating it to fixed income. The Board held a discussion regarding the recommendation.

A motion was made, seconded, and carried 4-0 to approve the redemption request for Real estate in amount of \$2million.

ACTUARY REPORT

Mr. Lozen presented the fee increase letter to the Board. He reviewed the fee structure and the fee letter in detail. The Board held a discussion regarding the fee increase.

A motion was made, seconded, and carried 4-0 to approve the Foster and Foster fee increase.

ATTORNEY REPORT

Mr. Levinson informed the Board of the IRS Mileage Rate.

Mr. Levinson addressed the Joint and Survivor beneficiary change. The member has changed his beneficiary twice which is the allowance per state statute. The plan attorney stated that he will review the circumstance and discuss it at the next meeting.

ADMINISTRATOR REPORT

Mrs. Kish provided an election update. Mr. Gianino has been re-elected to the Board for a renewed term.

Mrs. Kish presented the 13th check calculation. The Board reviewed the calculations.

Mrs. Kish presented the Fiduciary Liability Insurance renewal quote to the Board. The Board held a discussion.

A motion was made, seconded, and carried 5-0 to approve the Fiduciary Liability Insurance Renewal.

Mrs. Kish updated the Board on the recent beneficiary setup for Mrs. Soderlin. Mrs. Soderline was due for a retro benefit payment due to timing of paperwork delays and power of attorney review. Mrs. Soderline passed away prior to receiving her beneficiary payout. The money was given to Mrs. Soderline, therefore the remaining funds need to be paid out to the beneficiary listed. The plan attorney presented a beneficiary payout form. The form listed the beneficiary by name amount and a signature line. The plan attorney stated that the form will need to be completed and signed prior to the payout. The plan attorney informed the Board that this will be a one-time payment. The Board held a discussion.

A motion was made, seconded, and carried 5-0 to approve the beneficiary payout form for Mr. Soderlines beneficiary onetime payout.

FINANCIAL REPORTS

Mrs. Kish presented the warrant dated October 27th. The Board reviewed the warrant and invoices.

A motion was made, seconded, and carried 5-0 to approve the Warrant dated October 27, 2022.

Respectfully submitted,

Andrew Gianino, Secretary

**Affordable Housing Advisory Committee (AHAC)
Meeting Minutes**

Monday, November 14, 2022

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

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

Members Present: Abner Clerveax
Commissioner Ben Preston
Carolyn McNamara
David Cherry
Eric Power
Michael Marion

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

Approval of Minutes

MOTION made by Carolyn McNamara and seconded by Commissioner Ben Preston to approve the August 8, 2022 meeting minutes. The MOTION carried unanimously.

Staff Updates

AHAC Membership

Ms. Nicholas reported that there are vacancies to fill on the Affordable Housing Advisory Committee (AHAC) as there are now only eight (8) members. The Committee was encouraged to notify Ms. Nicholas of any person(s) interested in volunteering to serve on the Committee.

Affordable Housing Programs Status Report

Ms. Nicholas reported that the following federal and state funding has been allocated to the City in Fiscal Year 2023.

- Community Development Block Grant (CDBG) - \$659,000
- State Housing Incentives Partnership Program (SHIP) - \$833,000
- HOME Investment Partnerships Program (HOME) - \$250,000

Ms. Nicholas also shared that based on the AHAC's prior recommendation, the City intends to do a substantial amendment to reallocate remaining CDBG-CV funds to Economic Development and Public Service programs/activities.

Public Hearing – AHAC Annual Report

Ms. Nicholas shared the draft Fiscal Year 2022 AHAC Housing Incentives Report with the Committee's recommended housing incentive strategies. Mr. Eric Power, the City's Planning and Development Services Director reviewed and discussed the incentives.

The Committee agreed on the recommendations outlined below. *See report attached for detailed information.*

Maintain implementation of incentives

- (a) Expedited permitting
- (i) Process of ongoing review
- (j) Public land inventory

Adopt incentives

- (c) Allowance of flexibility and density for affordable housing
- (e) Affordable accessory residential units
- (g) Flexible lot configurations
- (k) Support of development near transportation hubs

No Action for incentives

- (b) Fee waivers
- (d) Reservation of infrastructure capacity
- (f) Parking and setbacks requirements
- (h) Modification of street requirements

There were no public comments.

MOTION made by Abner Clerveax and seconded by Commissioner Ben Preston to approve the AHAC Annual Report. The MOTION carried unanimously.

Presentation

Mr. Chester Bishop of Housing Foundation of America discussed the foreclosure prevention process and programs and services offered through his organization. Refer to flyer attached.

- HUD Certified Housing Counseling Agency
- Focus on First-Time Homebuyers' program
- Foreclosure Prevention and Loss Mitigation programs
- Assist homeowners with reverse mortgages or refinancing
- Assist with loan modifications

New Business

CDBG Consolidated Annual Performance and Evaluation Report

Ms. Nicholas reported that the Fiscal Year 2021/2022 Consolidated Annual Performance and Evaluation Report is due to the Department of Housing and Urban Development in

December 2022 and shared programmatic accomplishments and expenditures to-date. Refer to CAPER attached for detailed information.

Calendar Year 2023 AHAC Meeting Schedule

The Committee discussed meeting dates for calendar year 2023 and recommended the following dates:

- Monday, February 6, 2023
- Monday, May 1, 2023
- Monday, August 7, 2023
- November 6, 2023

MOTION made by David Cherry and seconded by Michael Marion to approve the AHAC Calendar Year 2023 meeting schedule. The MOTION carried unanimously.

Board Updates

There were no board updates.

Public Comments

There were no public comments.

Adjournment

The meeting adjourned at 8:10 p.m.

Minutes approved  Date 2/6/23



Housing Foundation
of America, Inc.

KNOW YOUR FORECLOSURE PREVENTION OPTIONS

Protect yourself from foreclosure scams. Get **FREE** reliable assistance!

Office Hours Monday-Friday
9:00AM - 5:00PM

Appointments
held by telephone

Corporate Address 2400 North University
Drive Suite #200
Pembroke Pines FL, 33024

- **Are you worried about foreclosure?**
- **Have your mortgage payments increased due to a rate adjustment?**
- **Is your mortgage payment unaffordable due to loss of income?**

If these questions concern you, then receive guidance on foreclosure prevention

WHAT TO EXPECT & DOCUMENTATION NEEDED

Counseling provided by a non-profit housing expert

You may qualify for a loan modification, short sale, forbearance and other non-foreclosure option

You may be able to significantly reduce your monthly mortgage payments

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Mortgage statements - Property tax & home insurance info

Hardship letter - Profit / loss statement if self-employed

Documentation of all income

FOR MORE INFORMATION CONTACT HOUSING FOUNDATION OF AMERICA, INC. AT:

+1 (800) 579-4119 ✉ **hfatoday@gmail.com** 🌐 **www.HomeApproved.org**

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

November 16, 2022

Douglas Gonzales

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Manage
Sonya Lowe, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	22090155	PATHWAY VENTURES LTD	2301 W SAMPLE RD, UNIT 1-1A, DEERFIELD BEACH, FL 33073	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 12-9-2022 \$135 PER DAY \$80 PROSECUTION COST
4	22090131	SPIRIT SPE PORTFOLIO 2004-6 LLC	233 W HILLSBORO BLVD, 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 12-9-2022 \$250 PER DAY \$80 PROSECUTION COST
5	22090132	TOP FIT CLINIC ADV AESTHETIC INC MACHADO,BRUNA CAMPOS	835 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 WAS PRESENT- GELSO AOKI FINAL ORDER ISSUED COMPLY BY 1-6-2023 \$125 PER DAY \$80 PROSECUTION COST
7	22090191	TARGET CORP % TARGET CORPORATION T2092	3599 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 18 – BUSINESSES ARTICLE I. - IN GENERAL Section 18-7 - Shopping cart, on-site retention.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-1-2022 \$185 PER DAY \$80 PROSECUTION COST

8	22090192	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH.	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 1-10-2023
10	22090196	AJZ PROPERTIES LLC	1151 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$135 PER DAY \$80 PROSECUTION COST
11	22090198	3275 WEST HILLSBORO PLAZA REALTY LLC	3275 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$135 PER DAY \$80 PROSECUTION COST
12	22090199	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section	RESPONDENT WAS PRESENT- OLGA SOULTANOVA FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST

				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	
14	22100001	CIRCLE K STORES INC % PROPERTY TAX DEPT	4791 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$250 PER DAY \$80 PROSECUTION COST
15	22100003	LA ROCCA,JOSEPH	4201 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING,	RESPONDENT WAS PRESENT- JOSEPH LA ROCCA CONTINUED TO 2-7-2023

				STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
16	22060012	CASTRO DEERFIELD, LLC	1289 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-11-2022 FOR \$100 PER DAY
17	22080119	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP	4100 N POWERLINE RD, UNIT H1-	Chapter 38 - FINANCE AND TAXATION Section 38-263. -	RESPONDENT WAS PRESENT- JENNIFER GLORIA

			H5,DEERFIELD BEACH, FL 33073 H1-H5	Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 1-6-2023 \$125 PER DAY \$80 PROSECUTION COST
18	22080043	GHANEM,MICHAEL	316 E HILLSBORO BLVD,	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- MICHAEL GHANEM FINES IMPOSED AS OF 11-11- 2022 FOR \$100 PER DAY
19	22060007	TRAIL PLAZA LLC	1801 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 12-9-2022

				ENFORCEMENT Section 98-113(a) Building permits	
20	22060046	E Y M CORP	3272 W HILLSBORO BLVD, UNIT A, DEERFIELD BEACH, FL 33442 A	Chapter 102 - SIGNS Section 102-14. (c) - Maintenance, violations, enforcement and remedies. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 12-9-2022
35	22090021	PS DEERFIELD BEACH HILLSBORO 2013 LLC	1375 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-11-2022 FOR \$100 PER DAY
36	22090106	OLIVEIRA, PEDRO	4495 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-11-2022 FOR \$100 PER DAY

				ENFORCEMENT Section 98-113(a) Building permits	
37	22090107	DE PAULA,ROSANGELA DE OLIVEIRA,RONILDO	414 NW 47 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- ROSANGELA OLIVEIRA FINES IMPOSED AS OF 11-11- 2022 FOR 100 PER DAY
39	22080001	CLAROS,YOLANDA ESTELA	1131 NW 45 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- YOLANDA CLAROS FINES IMPOSED AS OF 11-11- 2022 FOR \$100 PER DAY
40	22080108	DILLON PARTNERSHIP LTD % GAYLE CEPEDA	612 NE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$250 PER DAY \$80 PROSECUTION COST
41	22080115	ROJAS,MARIA	3961 NW 9 AVE, 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$250 PER DAY \$80 PROSECUTION COST

42	22080087	SANDCASTLE 1 LLC	233 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 1-10-2023
43	22080084	GUINTA,STEVEN	1900 SE 2 ST, UNIT 501, DEERFIELD BEACH, FL 33441 501	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- STEVE GUINTA FINES IMPOSED AS OF 11-11- 2022 FOR \$250 PER DAY
47	22070209	KEAIRNES,CLAYTON R	1110 SE 7 ST, 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 12-9-2022
48	22070205	PHD DEVELOPMENT LLC	911 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-11- 2022 FOR \$100 PER DAY PER VIOLATION
49	22100017	DEERFIELD APARTMENTS LLC	110 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT- DENISE ROMERO

					FINDING OF FACT ORDER ISSUED COST WAIVED
50	22100028	PENTHOUSE NORTH ASSN INC	107 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENTS WERE PRESENT- JAMES MURRAY LEE AND DEBRA BIAPEE FINDING OF FACT ORDER ISSUED COST WAIVED
52	22090158	LAMAR,LATRICE & LAMAR,ROBERT	178 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$150 PER DAY \$80 PROSECUTION COST
57	22090189	INDEPENDENCE BAY COMMUNITY ASSN INC/LANDSCAPE	CONGRESSIONAL WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 81(d)(1) - Tree preservation.	RESPONDENTS WERE PRESENT- STEVEN ANDERSON DAN CANTRELL CONTINUED TO 12-13-2022
58	22050051	MANCINI,LUKE JOSEPH	1208 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-	RESPONDENT NOT PRESENT EXTENDED TO 1-20-2023

				80(K)(14)(b) - Landscape Requirements.	
60	22090025	ERLI & IVELINE RIBEIRO REV TR RIBEIRO,ERLI & IVELINE TRSTEES/LANDSCAPE	289 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 46 – OFFENSES Section 46-14. - Same—Encroaching on property of others.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
61	22070027	SR WATER SPORTS LLC	NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WERE PRESENT-STELIOS HIOTIS DISMISSED ORDER ISSUED
62	22090124	FYR SFR BORROWER LLC %HAVENBROOK HOMES	241 NE 45 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	
63	22110003	DALIEN, SERGOT	5341 NE 8 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$135 PER DAY \$80 PROSECUTION COST
64	22100041	PROE,WILLIAM GEORGE EST	2696 SW 10 DR, DEERFIELD BEACH, FL 33442	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 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT CONTINUED TO 12-13-2022
65	22110004	LCR 2009 NE 2ND LLC	2009 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-9-2022 \$150 PER DAY

					\$80 PROSECUTION COST
66	22100036	VELASQUEZ,JAIME VELASQUEZ,SANDRA	135 NW 41 CT#15,DEERFIELD BEACH, FL 33064	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 7. (d)- Minimum standards for maintenance of premises. 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 12-9-2022 \$150 PER DAY \$80 PROSECUTION COST
67	22100043	DE OLIVEIRA,SAULO HENRIQUE PEREIRA DE OLIVEIRA,KARLA M	491 NW 3 WAY, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT- SAULO OLIVEIRA FINES IMPOSED FOR 4 DAYS AT \$25, \$50, \$75 AND \$100 PER DAY \$80 PROSECUTION COST
A	22060023	PINE TREE PARK CO-OP INC	609 ALMANDA LN, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT BUT LEFT PATRICK GRAGNON MITIGATION WAS DENIED

B	21020022	VENTURE MANAGEMENT OF THE FUTURE LLC	902 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
C	22090163	OCEAN BLEU DEVELOPMENT LLC	341 N DEERFIELD AVE, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONSARTICLE 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	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

				relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
D	22050026	GNCJ INVESTMENTS LLC	3492 SW 15 ST, DEERFIELD BEACH, FL	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
E	22080116	MOURA, LUCAS H	4231 NW 9 AVE#1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
F	21080095	DEERFIELD FLORIDA HOUSE INC	500 S FEDERAL HWY, DEERFIELD BEACH, FL	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
G	19050048 & 93-1051	BO CO INC /GCC CAPITAL INVESTMENT LLC	1421 SW 1 WAY, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- GIUSEPPE CANANO

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	FINES MITIGATED FOR \$13,280 TO BE PAID BY 3-7-2023 ISSUED RELEASE OF LIEN FOR 93-1051
H	21030112	ECM-BG2-DEERFIELD BEACH,FL-1-UT LLC/Syad Hassan	301 W SAMPLE ROAD, DEERFIELD BEACH	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- SYAD HASSAIN MASBAH CHOWDHURY FINES MITIGATED FOR \$1,300 TO BE PAID BY 2-7-2023
I	19100080	ACOCELLA,FRANK J	1107 SE 13 CT, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- HEATHER CAIN FINES MITIGATED FOR \$11,000 TO BE PAID BY 3-7-2023
J	21080086	PASTOR,ELEANOR A	1321 SE 14 ST, DEERFIELD BEACH, FL	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- MS PASTOR

					FINES MITIGATED FOR \$1,500 TO BE PAID BY 3-7-2023
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

Education Advisory Board (EAB)
Meeting Minutes

Wednesday, December 7, 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
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 Karen Shelly and seconded by Vice Chair Lubin to approve the November 2nd, 2022, meeting minutes. The MOTION was carried unanimously.

Presentations

Chair Clarke-Reed introduced Denise Lawrence, Principal at Tedder Elementary School.

Principal Denise Lawrence informed the board of the below and also presented the PowerPoint attached.

- Principal Laurence graduated from Dillard High School and attended FAU and NSU
- On August 11, 2022, she had a parent meet and greet at Tedder Elementary
- On October 27, 2022, Read for the Record's featured book was Nigel and the Moon
- Traffic concerns on NE 2nd students running across the street and parents parking on the road

Chair Clarke – Reed opened the floor for board questions.

Chair Clarke – Reed asked Mr. Salas if he can take the traffic issue at Tedder to City Officials and find funding opportunities to address the traffic issues at Tedder Elementary.

Vice Chair Lubin suggested a staggered dismissal time to alleviate the traffic.

Board Discussion

A. High School Scholarship Application Review

Mr. Salas advised the board of the high school application timeline below.

- Distribute the application the week of December 19th
- Application period ends January 30, 2023
- Board will review the applications February 1, 2023 – March 1, 2023
- Board will bring their scholarship recommendations to the March 1, 2023 meeting
- Board scholarship recommendations will be put on the City Commission meeting agenda for Tuesday, April 4, 2023, for review and approval
- Board will present scholarship awards during the month of May at the awardee's high school senior awards night.

MOTION was made by Dottie Plaut and seconded by Katherine Brighton to approve the High School Scholarship Application timeline. The MOTION was carried unanimously.

Mr. Lubin asked the City to fund the high school scholarship award.

Mr. Salas advised that he will discuss this with Mayor and City Manager and get back to the board.

Chair Clarke-Reed asked the board if they would like to bring the application GPA requirement down to 3.0.

MOTION was made by Vice Chair Lubin and seconded by Dottie Plaut to lower the GPA requirement on the application to a minimum unweighted 3.0 GPA. The MOTION was carried unanimously.

MOTION was made by Dottie Plaut and seconded by Karen Shelly to send out the High School Scholarship Application with the amended 3.0 GPA requirement. The MOTION was carried unanimously.

B. Elementary and Middle School Achievement Award

Mr. Salas asked the board if they had ideas on how to increase participation.

Chair Clarke-Reed asked the board if they have any input or ideas.

The board discussed a variety of ideas.

- QR code
- Gift cards
- Easy online application
- Teacher per grade level in charge of submitting a student

C. EAB Flyer

Chair Clarke-Reed asked if a phone number and website link be listed on the flyer.

D. Tutoring Initiative

Mr. Salas advised the board that City staff has been participating in various tutoring opportunities.

- City staff participated in Read for the Record at Tedder Elementary
- Deerfield Beach Elementary and Park Ridge Elementary will be visiting JA BizTown and need volunteers

MOTION was made by Katherine Brighton and seconded by Vice Chair Lubin to reopen the discussion about the High School Scholarship Application.

Chair Clarke-Reed asked if possible to add a release photo to the application.

Mr. Salas confirmed that the photo consent is added to the application.

E. Holiday Activities with Schools

Mr. Salas asked the board to reach out to their respective schools that they are liaisons to and attend any Holiday events.

F. Deerfield Beach Teacher Recognition Program

Mr. Salas didn't have any updates but will have one at the next meeting.

Staff updates

Mr. Salas informed the board of the below events.

- Holiday Book and Toy Drive Giveaway and Ice Cream Social will be Saturday, December 10th, 2022 from 6:00 pm – 8:00 pm at Oveta McKeithen Recreation Center.

Board updates

Vice Chair Lubin has been in communication with Deerfield Beach Middle School.

Chair Clarke-Reed advised the board to attend the north area meeting that will be held at Monarch High School on December 15th at 6:30 pm.

Jazz in the Park will be at Oveta McKeithen Recreation Center on December 15th at 6:30 pm.

Comments from the Public

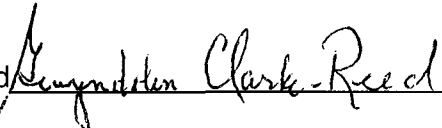
Chair Clarke-Reed opened the floor for public comments.

Joel Smith, a city resident, Key Club at Deerfield Beach High School, and Kiwanis facilitates a Builders Club at Deerfield Beach Middle School, Nina's Free Community Food Pantry will open on January 6th on the grounds of Zion Lutheran Church

Raihanna Ali, a city resident, advised of Flipany initiatives and food distribution is 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 9:32 pm. The motion was CARRIED unanimously.

Minutes approved  Date 2/1/2023

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
January 25, 2023**

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

Roll call:

Present: Harry Belton, Chair
Terrance Glunt, Vice Chair - Tardy
Tinka Ellington
Jack Hugentugler
Mark Damiano, Alternate

Also Present: Anthony Soroka, City Attorney
Christopher Suneson, Assistant Director of Planning and Development Services
Bonnie Jacobson, Senior Planner
Rafaela Thermidor, Planner
Tracy Britten, Administrative Support Specialist

Absent: Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Damiano made a motion, seconded by Mr. Hugentugler to approve the January 11, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#7047 Island Estates
 325 NE 20th Avenue
 Major Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided the revised major site plan, requested by the Board at the previous meeting, which included mirroring the decorative stone finishings on the north elevation to south elevation and adding bronze aluminum awnings over the smaller second-story windows.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7047 as submitted. The motion CARRIED by unanimous vote.

**#7048 Rocket Fuel
3248 West Hillsboro Boulevard
Building Paint Change**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant provided renderings of the proposed paint change: Bit of Sugar for the body; Flirt Alert for the accent; Asphalt Gray for the stairs, doors, gutters, pipes and accent walls; and Black for the band, which are the business' trademarked colors. An application for the signage will be forthcoming.

Thereafter, discussion ensued regarding the accent color of the half-dome structure on top of the building.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7048 with the stipulation that the arch be painted in Bit of Sugar. The motion CARRIED by unanimous vote.

**#7049 Deerfield Center
261-289 South Federal Highway
Master Sign Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

The applicant outlined the proposed master sign plan for the multi-tenant shopping center, allowing for a single-color signage with flush mounted channel letters with a maximum size of 24 inches for a single line of text, or two lines of text with the maximum height of 14 inches for the top line and 12 inches for the bottom line. Logos will be permitted but may not exceed the height of the largest letter, and the plan will only apply to incoming tenants.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7049 as submitted. The motion CARRIED by unanimous vote.

**#7050 Century Village Main Gate
2060 West Hillsboro Boulevard
Minor Site Plan**

Bonnie Jacobson, Senior Planner, displayed images captured via Google maps.

Anthony Soroka, City Attorney, advised that the Mayor planned on attending the meeting, but decided against speaking on the item, per his recommendation. He also gave the same recommendation to Commissioner Parness, who was in attendance, due to the possibility of an appeal coming before the City Commission should this application be denied.

The applicant provided the plans to construct a new guardhouse building at the main entrance to the community. This gate will follow the same architectural theme, design and colors as the other two smaller entrances that were constructed and completed in 2018 and 2020. The building paint

colors will include Aesthetic White, Mindful Gray and Dorian Gray. The roof will be a standing seam metal roof with pre-weathered mill finish.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #7050 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, advised the Board that when it come to the Board's authority to impose paint color requirements to businesses with a registered trademark, the law only applies to those business that are federally recognized as franchises. Further, he suggested requiring future applicants to provide proof of trademarks.

Bonnie Jacobson, Senior Planner, said the Board is required to uphold standards outlined in the City code a refresher could be provided, if needed.

Christopher Suneson, Assistant Director of Planning and Development Services, reminded the Board of instances where franchises have worked within the Code at the request of the Board.

Comments by Deerfield Beach Planning and Development Services Department

Bonnie Jacobson, Senior Planner, asked that the members advise her prior to the meetings if they plan to attend to ensure quorum and that all names are properly displayed.

Christopher Suneson, Assistant Director of Planning and Development Services, advised the Board that future agendas will contain more items than usual.

Vice Chair Glunt arrived at 7:55 p.m.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:57 p.m.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - February 21, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, February 21, 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 February 21, 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 February 21, 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 February 21, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82926384938?pwd=RDJtL2NZZjd3cEgxZmt4c2FYcko0Zz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 829 2638 4938#, Participant ID: #, Passcode: 632826#

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 February 21, 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. 2023-1714

Agenda Date: 2/21/2023

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joseph Murray as a member of the Affordable Housing Advisory Committee to serve a two-year term; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of State Housing Initiative Partnership ("SHIP") funds, the City established an Affordable Housing Advisory Committee (the "Committee") in 2008, as required by Section 420.9076, Florida Statutes. The purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, local government comprehensive plan and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Annually, the Committee is required to submit an Affordable Housing Incentive Report to the City Commission for review and transmittal to the Florida Housing Finance Corporation ("FHFC"). At a minimum, the Committee must submit a report to the City Commission that includes recommendations on affordable housing incentives in the following areas:

- ☐ The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- ☐ The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- ☐ The allowance of flexibility in densities for affordable housing.
- ☐ The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- ☐ The allowance of affordable accessory residential units in residential zoning districts.
- ☐ The reduction of parking and setback requirements for affordable housing.
- ☐ The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- ☐ The modification of street requirements for affordable housing.
- ☐ The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- ☐ Preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- ☐ The support of development near transportation hubs and major employment centers and mixed-use developments.

On July 1, 2020, HB1339 was signed by Governor Ron DeSantis, with statutory changes that required amendment to the ordinance for the Committee, including:

- ☐ Appointment of an Elected Official to the Committee
- ☐ Completion of an AHAC Incentive Strategies report annually
- ☐ Submittal of the AHAC Report to Florida Housing Coalition ("FHC")

Current Activity

The Community Services Department needs members for the AHAC Committee. The Committee, which recommends strategies for the Local Housing Assistance Plan ("LHAP") must be comprised of at least eight but no more than 11 members, and must consist of one elected official, and one representative from at least six of the categories below:

- (a) A citizen with residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

If approved, the Committee will have nine members with two vacancies.

Recommendation

Staff is recommending City Commission approval of Joe Murray to serve on the Affordable Housing Advisory Committee.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING JOSEPH MURRAY AS A
MEMBER OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE
TO SERVE A TWO-YEAR TERM; PROVIDING AN EFFECTIVE DATE**

WHEREAS, as a recipient of State Housing Initiative Partnership (“SHIP”) funds, the City of Deerfield Beach (“City”) established the Affordable Housing Advisory Committee (the “Committee”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan, and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value; and

WHEREAS, in 2020, the Florida Legislature passed House Bill 1339, amending the State Housing Initiatives Partnership Act (the “Act”) in Chapter 420, Florida Statutes, to provide for completion of an annual incentives strategy report, submittal of the report to the Florida Housing Coalition, and for an elected official to be appointed to the Committee; and

WHEREAS, the Committee must be compromised of at least eight but no more than 11 members, and must consist of one elected official and one representative from at least six categories listed in Section 420.9076(2), Florida Statutes; and

WHEREAS, in 2021, the City Commission amended Chapter 2 “Administration,” Article VIII “Local Housing Assistance Program” of the City Code to provide for consistency with the applicable state law; and

WHEREAS, Joseph Murray, who is actively engaged as a not-for-profit provider of affordable housing, has expressed an interest to serve on the Committee as a not-for-profit representative; and

WHEREAS, City Staff confirmed Joseph Murray meets the qualifications to serve on 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. The City Commission hereby appoints Joseph Murray to serve as a member of the Committee for a two-year term commencing on February 21, 2023 and ending on September 30, 2024.

Section 3. Mr. Murray shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Affordable Housing Advisory Committee (AHAC)

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

Name Joseph Murray

Address 2353 Woodlands Way Deer Creek

City Deerfield Beach State FL 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 (561) 870-5744 Work/Mobile Phone (561) 297-2828

E-mail murrayj@fau.edu

Employer Florida Atlantic University

Address 777 Glades Road

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

Please list any governmental Advisory Boards or Committees on which you currently serve:
none currently

REV 05/2020

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

Engineering degree from Purdue University and Master's degree in Human Resources also from Pur

Professional: Certification(s)

Assoicate Dean at FAU

Knowledge: Training, interest or experience

Active at the regional, state and national level supporting former foster youth and homeless students

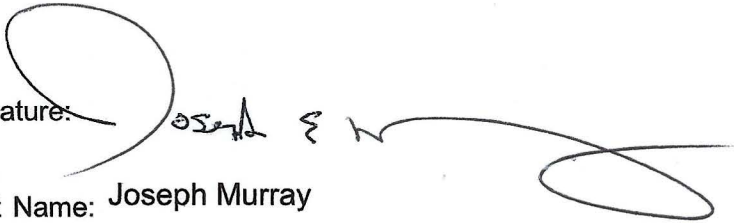
Community Involvement: List organizations/positions

HOA President of Woodlands in Deercreek, Board member of Champions Empowering Champions

Organizations: Memberships

Co-Founder and Board member of Champions Empowering Champions- a non-profit organization supporting former foster youth and homeless students.

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: 01/31/23

Print Name: Joseph Murray

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213 Fax: 954-480-4323
Website: www.deerfield-beach.com E-mail: web.clerk@deerfield-beach.com

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

Home Address	Work Address	E-mail Address
2353 Woodlands Way Deerfield Beach, FL 33442 Cell: 561-870-5744	777 Glades Road P.O. Box 3091 Boca Raton, FL 33433-0991	Murrayj@fau.edu

Current Position Summary and Qualifications

Associate Dean of University Advising Services at Florida Atlantic University with 35 years of experience in the field of direct student advising, retention and success programming for certificate, associate and baccalaureate degrees. Currently manage and supervise an office of 35 professional staff consisting of support personnel, coordinators, assistant, associate, and director level employees and 16 peer coaches and graduate interns. Responsible for multiple locations across campus and multiple campuses. Responsibilities include certifying all associate degrees, transfer evaluations and substitutions for the Intellectual Foundation Program classes (IFP-general education core), University Honors, and university-wide professional development and advising software, EAB. Student support includes all first and second year students, all undecided students, FYE and SYE efforts, students in transition and at-risk, on boarding functions and transfer student advising.

Education

Master of Science in Human Resource Management May 1990,
Krannert Graduate School of Management, Purdue University, West Lafayette, IN
Bachelor of Science in Engineering, Genetic Engineering, May 1988,
Purdue University, West Lafayette, IN

Technical Competency

BANNER, Portal applications, DARS, Advisortrac, Starfish, Microsoft Office, Canvas, Kuder Career Assessment and Planning, Civitas Predictive Analytics, Workday, EAB

Professional Experience

Associate Dean 2021- Present

Assistant Dean; University Advising Services, Florida Atlantic University,
2013-2021

- Member of the SWAT (Strategic Workgroup for Ascending to the Top) leadership team charged with addressing institutional goals and alignment with the Board of Governors funding metric measurements
- Member of the A-Team charged with operationalizing on boarding and retention efforts across campus
- B-Team focusing on decreasing student melt and increasing student engagement during on boarding
- Member of the Civitas Governance Team responsible for related policy, practice and programs
- Responsible for the building and implementation of the University Flight Plans, major related pathways and U-Achieve software for student academic plans
- Chair Advising Directors Council to coordinate all advising units across campus and partner locations

- Manage and oversee Summer Bridge Program for 1500-2000 students
- Spearheaded case management and student success networks across campus
- Directs academic advising services for all degrees, including first year and second year students, transfer and transient students (8,000 students)
- Led FYE and SYE efforts across campus for all students and programs
- Responsible for all the SLS (Student Learning Strategies) classes including instructor hiring, credentialing and support. Syllabi development and outcome assessment
- Recruit, hire, train and supervise full-time academic advisors, graduate assistants, peer coaches, and support staff
- Provide ongoing staff evaluation and development
- Develop and administer annual operating budget
- Oversee Academic Coaching Center charged with intervening with high-risk and at-risk students and work with them to develop action plans which include facilitating student access to learning assistance, academic advising, personal counseling, career planning, and financial aid
- Oversees University Honors Program on the Boca Raton campus
- Built and oversees the university wide pre-Law program
- Built and oversees the university wide undecided/undeclared program focusing on meta-majors, career exploration and student interest assessments.
- Created, manages and fundraises for Education Tomorrow at FAU Foster Youth and homeless student program. Efforts have moved graduation rates from 10% to 46% over the last 5 years
- Creation of the First Generation student support office and dedicated academic advisors for this population
- Responsible for academic support for all Dual enrolled and non-degree seeking students

Professional Consulting, 2008-Present

Focus on institution system review, assessment of outcomes and redesign to maximize student success, institution effectiveness and alignment to stated goals. Areas of expertise include managing institutional change at the system level and the personal level for employees, customer service refocusing and support using the Appreciative Education framework, coalition building and achieving system wide buy in for a shared vision. A partial list of clients include:

Hostos Community College in the Bronx NY,
 University of Memphis
 University of New Mexico, Taos Campus
 Adult Retention for the University of Wisconsin
 Penn State Global campus for Adult Learners
 Eagle High School, Worcester MA
 West Virginia Northern Community College
 Isothermal Community College
 Florida Memorial University

University of Houston
 University of Mississippi
 Austin Community College
 Miami Dade College, Florida
 Cleveland State
 Wayne State
 Gadson State
 Palm Beach State College

Director; Academic Advising and Retention, Miami University Hamilton, 2001-2013

Coordinator; Academic Advising and Retention, Miami University Hamilton, 1992-2001

Student Centered Experience

- Directs academic advising services for Miami University Hamilton Students for Associate and Baccalaureate degrees, transfer and post-secondary students; managed an averaged 10,000 student appointments per year
- Led retention efforts across campus for all students and programs
- Recruit, hire, train and supervise full-time academic advisors, graduate assistants, peer advisors, and support staff
- Provide ongoing staff evaluation and development
- Develop and administer annual operating budget
- Intervene with high-risk and at-risk students and work with them to develop action plans which include facilitating student access to learning assistance, academic advising, personal counseling, career planning, and financial aid

Campus Wide Experience

- Provide leadership to the Regional Campuses Strategic Enrollment Task Force
- Use longitudinal tracking system, faculty referrals and other intrusive methods to identify high-risk and at-risk populations and evaluate the programs and services provided to them
- Chair Hamilton Interdivisional Committee of Advisors to review student academic petitions including suspensions, dismissals, Fresh Start and university withdrawals
- Serve on university committees including the Undergraduate Academic Advising Council, Strategic Priorities Task Force, Bursar's Committee on refund policy and procedures, Provost's Task Force on Advising, Registrar's Advisory Committee
- Serve as a member of the Hamilton Campus Administrative Council, Academic Affairs, Student Services, and Admission/Retention Committees
- Develop promotional materials for the Office of Advising and Retention, coordinate and review updates of appropriate sections of university and campus publications, pre-professional handouts, and establish / update web pages and Blackboard content and links for outreach to prospective and current students
- Consult with the Senior Associate Dean, Coordinators and Chairs regarding course schedule and offerings
- Serve as a liaison to the following Middletown, Hamilton and Oxford offices: Registrar, Student Affairs, Financial Aid, Learning Assistance, Multicultural Center, Admission, and academic departments
- Coordinate campus efforts to validate assessment instruments
- Train and serve as a resource for faculty advisors
- Coordinate New Student Orientation advising
- Plans the campus Graduation and Honors Ceremony

Community Experience

- Contact and negotiate transfer pathways and articulation agreements with other Universities, community colleges and technical schools.

- Initiated pre-enrollment retention efforts with local school district through a formal partnership agreement
- Co-chair the successful 2006 Hamilton City Schools Bond Issue
- Member of the Education Program Team to help design 9 new elementary school buildings

First Year Adviser, Miami University Oxford, 1990-1992

- Managed residence hall, provided academic advising and personal counseling for 150 first year students
- Assisted residents in making academic and career decisions and course selections
- Interpreted and enforced university policies and procedures for staff and residents
- Assisted and monitored staff and residents in the planning and implementation of social, recreational, cultural, service, and faculty involvement programs
- Served as an advisor to student government and its officers

Assistant to the Director of Budgeting, Planning & Analysis, Miami University Oxford, 1991-1992

- Institutional research based on computer analysis
- Various projects as assigned by Ralph R. Gutowski, Director of OBPA

Staff Resident and Counselor, Purdue University, 1986-1990

- Fowler Courts Residence Hall, Bill Bennett Manager

Teaching Experience

- **SLS 1501**, Student success course, FAU 2015-Present
- **CIT 101 instructor**, Miami University Hamilton, 1996 – 2013
- Teach three five-week sprint classes each semester on basic computer skills (CIT 101.0), word processing and desktop publishing (CIT 101.W), and Internet skills and research (CIT 101.I)

EDL 110 instructor, (College Success Seminar) Miami University Hamilton, 1992 – 02



Affordable Housing Advisory Committee

Creating Authority:

Ordinance No. 2021/015 - (guidelines)

Method of Appointment:

Resolution 2022/160

Financial Disclosure:

None

Compensation:

None

Liaison:

Jonathan Salas, Director of Community Services
(954) 480-4464, jsalas@deerfield-beach.com

Meeting Dates:

At least once annually

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

- 1) State legislative changes affecting the name, makeup and responsibility of the Ship Advisory Committee went into effect in 2008; and the changes reestablish the Advisory Committee as the Affordable Housing Advisory Committee; and
- 2) The Affordable Housing Committee shall tri-annually review the City's established policies, ordinances, land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing.
- 3) The Affordable Housing Advisory Committee shall be made up of eleven (11) members as follows:
 - A. One citizen that is actively engaged in the residential home building industry in connection with affordable housing;
 - B. One citizen that is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
 - C. One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;

- D. One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;
 - E. One citizen who is actively engaged as a for profit provider of affordable housing;
 - F. One citizen who is actively engaged as a not-for-profit provider of affordable housing;
 - G. One citizen who is actively engaged as a real estate professional in connection with affordable housing;
 - H. One citizen who actively serves on the local planning agency;
 - I. One citizen who resides within the jurisdiction of the City of Deerfield Beach;
 - J. One citizen who represents employees within the jurisdiction;
 - K. One citizen who represents essential service personnel as defined in the local housing plan.
- Essential service personnel for the county or eligible municipality, including, but not limited to, teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT Essential Service			NEW			9/30/2024
Abner Clerveax Banking - Mortgage	2817 SW 15 th Street, Deerfield Beach, FL 33442	954-818-9241 (home) 954-783-8703 (cell)	SELF	2022/160	09/14/22	9/30/2024
VACANT Non-profit provider			NEW			9/30/2024
Michael Marion Resident	691 NW 48th Avenue Deerfield Beach, FL 33442	954-650-3170	NEW	2022/164	10/03/22	9/30/2024
Brian Bennett Planning Board Member	650 SW 14 th Place Deerfield Beach, FL 33441	954-274-9621	SELF	2022/160	09/14/22	9/30/2024
Betty Ferguson Low income Advocate	333 Newport V Deerfield Beach, FL 33442	407-361-5364	SELF	2022/160	09/14/22	9/30/2024

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT Residential Builder			NEW			9/30/2024
VACANT For Profit Provider			NEW			9/30/2024
Carolyn McNamara Real Estate	2006 Woodlake Circle, Deerfield Beach, FL 33442	954-426-5205 (home) 954-415-1016 (cell)	SELF	2022/160	09/14/22	9/30/2024
Eric Power Employee Representative	11347 Little Bear Way, Boca Raton, FL 33428	954-504-5112	SELF	2022/160	09/14/22	9/30/2024
David Cherry Labor Representative	833 Siesta Key Drive, Apt. 824 Deerfield Beach, FL 33441	347-883-6852	SELF	2022/160	09/14/22	9/30/2024
Ben Preston Elected Official	640 SW 14 th Court Deerfield Beach, FL 33441	954-728-5886	SELF	2022/160	09/14/22	9/30/2024



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1700

Agenda Date: 2/21/2023

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 a Reciprocal Use Agreement with the St. Ambrose Catholic Church and School for the reciprocal use of facilities for a three-year term; authorizing execution of the Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The partnership between the City and St. Ambrose Catholic Church and School allows both entities the ability to share facility resources. This Reciprocal Use Agreement provides the framework and communication protocols between City officials, City staff, and their counterparts at St. Ambrose Catholic Church and School related to facility usage. The City currently provides overflow parking for several major events at the St. Ambrose Catholic School parking lot. The City will also use St. Ambrose's parking lot for Parade Line-ups. Likewise, the City owns and maintains facilities that are suitable for St. Ambrose to use for its educational and training programs.

Current Activity

The City and St. Ambrose currently utilize each other's facilities for special events, recreation, and year-round athletic programming pursuant to a reciprocal use agreement that expired in April 2022. The City and St. Ambrose Catholic Church and School desire to enter into a new reciprocal use agreement for a term of three years.

Recommendation

Staff recommends approval of the Reciprocal Use Agreement with St. Ambrose Catholic Church and School.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT WITH THE ST. AMBROSE CATHOLIC CHURCH AND SCHOOL FOR THE RECIPROCAL USE OF FACILITIES FOR A THREE YEAR TERM; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (“City”) owns and operates a number facilities located in the City that are suitable for use by the St. Ambrose Catholic Church and School (“SACS”) for its athletic and educational programs; and

WHEREAS, SACS owns, operates, and maintains various athletic facilities located in the City that may be suitable for use by residents of the City and the City may desire to use for City programs, special functions, meetings or training programs at these sites; and

WHEREAS, the City and SACS staff have determined that entering into numerous agreements for the use of each other’s facilities on a case-by-case basis will result in the unnecessary expense of additional administrative time and resources; and

WHEREAS, the City and SACS entered into a facility use agreement providing for the use of each other’s facilities that expired in April 2022; and

WHEREAS, the City and SACS desire to enter into a new reciprocal use agreement, attached as Exhibit “A,” for reciprocal use of City and SACS owned facilities (the “Reciprocal Use Agreement”) for a three year term; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve the Reciprocal Use Agreement with SACS, attached as Exhibit “A.”

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

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

Section 2. The City Commission hereby approves the Reciprocal Use Agreement with SACS, attached as Exhibit “A,” for a three year term.

Section 3. The City Manager is hereby authorized to execute the Reciprocal Use Agreement with SACS, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023

.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**RECIPROCAL USE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH
AND
ST. AMBROSE CATHOLIC CHURCH AND SCHOOL**

This RECIPROCAL USE AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2023 by and between:

the CITY OF DEERFIELD BEACH, FLORIDA, ("CITY")
a municipal corporation of the State of Florida
located at 150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441, and

ST. AMBROSE CATHOLIC SCHOOL ("SACS")
located at 363 SE 12th Avenue
Deerfield Beach, Florida 33441

WITNESSETH:

WHEREAS, youth sports instill a sense of pride and responsibility in students that will last far beyond their educational experience; and

WHEREAS, cities and schools may share resources to support each other's goals and objectives; and

WHEREAS, this collaboration provides the opportunity to develop seamless communication between CITY officials, CITY staff and their counterparts in the school; and

WHEREAS, CITY, as part of its athletics, parks and recreation program, wishes to provide additional facilities for its citizens; and

WHEREAS, SACS, owns, operates and maintains various athletic facilities in the City of Deerfield Beach suitable for use by CITY in its municipal athletic, parks and recreation programs; and

WHEREAS, SACS wishes to provide additional facilities for its programming; and

WHEREAS, CITY owns, operates and maintains numerous facilities suitable for use by SACS for its educational and athletic programs; and

WHEREAS, CITY staff and SACS have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the unnecessary expense of additional administrative time and resources; and

WHEREAS, CITY and SACS believe that a formal agreement providing use of each other's facilities will be of mutual benefit to all parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

1. RECITALS

The CITY and SACS agree the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. TERM

The term of the Agreement shall be for a period of three (3) years from the date of execution, unless terminated earlier pursuant to Articles 3.6 or 10 of this Agreement.

3. AUTHORIZED USE OF CITY FACILITIES BY SACS

- 3.1. CITY owns and operates a number of facilities located in the City of Deerfield Beach, Florida, which are suitable for use by SACS for its education and athletic programs.
- 3.2. CITY agrees to allow SACS use of all CITY facilities as described on Exhibit A (hereinafter referred to as "City Facilities") on such days and at such times as are mutually agreed upon by the Director of Parks and Recreation or designee (in his/her sole discretion) and the Senior Pastor or designee. The CITY agrees to waive any and all rental fees associated with SACS's use of CITY facilities.
- 3.3. The following procedure shall be followed whenever the SACS desires to use any City Facilities:
 - 3.3.1 SACS shall submit a Notice of Facility Use (via a memo to the Director of Parks and Recreation or designee) for use of City Facilities a minimum of ten (10) calendar days in advance of usage. The Notice of Facility Use must specify the dates, times, facilities, to be used by SACS and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. SACS will submit the Notice of Facility Use to the Director of Parks and Recreation or her/his designee for review and approval or denial. The Director of Parks and Recreation or his/her designee will determine if the requested use conflicts with the regular operations of the City or with other City uses.
 - 3.3.2 The CITY Manager or his designee shall determine if the requested use conflicts or interferes with any other usage of the CITY Facility.
 - 3.3.3 Upon receipt of the request, the CITY Manager or designee shall notify SACS within two (2) business days if the facility is available on the dates and times requested.

- 3.4. Said City Facilities are to be used by SACS solely for educational and athletic purposes which are an integral part of the school's purpose and for no other purpose whatsoever without the prior written consent of the CITY.
- 3.5. The use of City Facilities by SACS shall, at all times, be in compliance with the laws of the State of Florida, local laws and CITY Code of Ordinances. SACS shall require its instructors, agents, students, and invitees to follow all rules and regulations promulgated by CITY.
- 3.6. *Background Checks.* SACS shall be required to perform a Level II background check on all SACS employees, coaches, agents, and volunteers who may utilize a City Facility and have direct contact with youth sports participants ("SACS Volunteer") and the results of such background checks shall be provided to the City prior to any SACS Volunteer utilizing a City Facility for youth sports. Level II Background checks for SACS Volunteers shall be conducted on an annual basis for each year of this Agreement. SACS Volunteers shall be prohibited from participating in youth sports at any City Facilities in the event the results of their Level II background check reveal any of the disqualification factors set forth in the City's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such Code may be amended from time to time (the "Policy"). By signing this Agreement, SACS acknowledges that SACS has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to SACS's Volunteers. Further, SACS agrees to provide written notice to the City immediately upon SACS's knowledge of an occurrence that, under the Policy, would disqualify any SACS Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to SACS if SACS fails to abide by the Policy.
- 3.7. The CITY shall have the continuing duty to maintain City Facilities in a safe condition and to ensure that all unsafe condition or defect in or upon City Facilities is remedied and/or repaired. If in the course of its maintenance and operation, the CITY becomes aware of any dangerous or unsafe condition in or upon City Facilities or equipment, CITY shall immediately correct the dangerous condition or prevent the use of City Facilities or equipment by other persons so as not to endanger the life or safety of persons using these facilities or equipment. If in the course of SACS's use and occupancy of City Facilities or equipment, SACS becomes aware of any dangerous condition in or upon City Facilities or equipment, SACS shall, immediately, notify the CITY's City Manager or his designee of such dangerous or unsafe condition and cease SACS's use of City Facilities or equipment which is unsafe until such time as CITY corrects or remedies the condition. The CITY shall have final determination as to what is deemed "unsafe". If the CITY is not notified by SACS of such dangerous conditions, CITY shall not be liable to SACS, its employees, agents or invitees for loss, personal injury or damage.

- 3.8. CITY and its officers, agents and employees engaged in the operation maintenance or repair of the City Facilities reserve the right, at any time, to enter upon and have free access to any and all part of the City Facilities in regard to ensuring that said facilities are not subjected to risk of loss. CITY reserves the right to preclude or interrupt any act or use of equipment by SACS within the reasonable judgment of the CITY Manager or his designee of the affected City Facilities, if it is so necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage, or loss. CITY shall have the right to inspect any and all parts of City Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises, and to enforce the license obligations hereunder.
- 3.9. CITY assumes no responsibility whatsoever for any property placed on its premises by SACS, its agents, employees, representatives, independent contractors or invitees.
- 3.10. SACS agrees not to bring onto City Facilities, any material, substances, equipment, or objects that are likely to endanger the life or to cause bodily injury to any person or to the City Facilities or which are likely to constitute a hazard to property thereon. CITY shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the City Facilities and the right to require their immediate removal here from if found thereon.
- 3.11. SACS shall not construct any improvements upon any of City Facilities during the term of this Agreement without prior written consent of CITY. Any improvement constructed upon City Facilities without prior written approval of the CITY shall be removed or relocated by SACS within ten (10) calendar days of written demand by CITY. SACS is authorized to place items of moveable personal property onto the City Facilities for use therein without prior written approval of CITY. If SACS fails to remove items of moveable personal property upon termination of the Agreement, CITY may remove and store said items and SACS shall reimburse CITY for the costs of relocating and storing the items.
- 3.12. Upon vacation of City Facilities after each use and occupancy, SACS shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of moveable personal property brought onto the City Facilities by SACS and any debris generated during use of the City Facilities by SACS.
- 3.13. CITY shall provide and maintain the parking lot, parking lot lighting, and ingress and egress, at all City Facilities.

4. AUTHORIZED USE OF SACS FACILITIES BY CITY

- 4.1. SACS owns, operates and maintains various athletic facilities as described on Exhibit B (hereinafter referred to as "SACS Facilities") located in the City of Deerfield Beach that may be suitable for use by residents of the CITY and the CITY may desire to place

its programs; special functions, training programs, homeowners association and community meetings, at these sites.

- 4.2. SACS agrees to allow CITY use of SACS facilities (hereinafter referred to as "SACS Facilities") in the City of Deerfield Beach on such days and at such times as are mutually agreed upon by the Senior Pastor or his/her designee (in his/her sole discretion) and the CITY Manager or his designee. SACS agrees to waive any and all rental fees associated with the CITY's use of SACS Facilities, with the exception of the use of SACS's kitchen as provided in Section 4.10.

The following procedure shall be followed whenever the CITY desires to use any SACS Facilities:

- 4.2.1. CITY shall submit Notice of Facility Use (via a memo to the Senior Pastor or his/her designee) to SACS for use of SACS Facilities for use of the facilities a minimum of ten (10) calendar days in advance of usage. The Notice of Facility Use must specify the dates, times, and facilities to be used by the CITY or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The CITY will submit the permitting agreement to the Senior Pastor or his/her designee for review and approval or denial. The Senior Pastor or his/her designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SACS Facilities by other parties.
- 4.2.2. Upon receipt of the request, the Senior Pastor or his/her designee shall notify the CITY within two (2) business days if the facility is available on the dates and times requested.
- 4.2.3. The use of SACS Facilities by the CITY shall, at all times, be in compliance with the applicable laws of the State of Florida and SACS policies.
- 4.3. SACS shall have the continuing duty to maintain SACS Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon SACS Facilities and equipment is remedied and/or repaired. If in the course of its maintenance and operation, SACS becomes aware of any dangerous or unsafe condition in or upon SACS licensed premises or equipment, SACS shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of CITY's use and occupancy of SACS Facilities or equipment, CITY becomes aware of any dangerous condition on or upon SACS premises or equipment, CITY shall, as soon as reasonably possible, notify the principal of SACS Facilities being utilized, of such dangerous or unsafe condition and cease CITY's use of the facilities or equipment which are unsafe until such time as SACS corrects or remedies the condition. SACS shall have final determination as to what is deemed "unsafe." If SACS is not notified by the CITY of such dangerous conditions, SACS shall not be liable to CITY, its employees, agents or invitees for loss, personal injury or damage.

- 4.4. SACS and its officer, agents and employees engaged in the operation, maintenance or repair of the SACS Facilities reserve the right, at any time, to enter upon and have free access to any and all part of SACS Facilities. SACS shall have the right to supervise all operations of CITY at SACS Facilities in order to ensure that the facilities are not subject to risk of loss. SACS reserves the right to preclude or interrupt any act or use of equipment by CITY within the reasonable judgment of the Senior Pastor or his/her designee of SACS Facilities, if it is so necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SACS shall have the right to inspect any and all part of SACS Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises, and to enforce the license obligations hereunder.
- 4.5. SACS assumes no responsibility whatsoever for any property placed on the premises by CITY, its agents, employees, representative, independent contractors or invitees.
- 4.6. SACS shall provide and maintain the parking lot, parking lot lighting, and ingress and egress, at all SACS Facilities.
- 4.7. CITY shall not construct any improvements upon any SACS Facilities during the term of this Agreement without the prior written consent of SACS. Any improvement constructed upon SACS Facilities without prior written approval of SACS shall be removed or relocated by CITY within ten (10) calendar days of written demand by SACS. CITY is authorized to place items of personal property onto the licensed facilities for use thereon by CITY without prior written approval of SACS. If CITY fails to remove items of personal property upon termination of this Agreement, SACS may remove and store said items and CITY shall reimburse SACS for the costs of relocating and storing the items.
- 4.8. Upon vacation of SACS Facilities after each use and occupancy, CITY shall leave SACS Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the SACS Facilities by CITY and any debris generated during the CITY's use of the facility.
- 4.9. CITY agrees not to bring onto SACS Facilities any material, substances, equipment, or objects that are likely to endanger the life or to cause bodily injury to any person or SACS Facilities or which are likely to constitute a hazard to property thereon. SACS shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto SACS Facilities and the rights to require their immediate removal from the property.
- 4.10. CITY agrees to comply with SACS guidelines as they apply to SACS' kitchen. The Principal shall require the use of regular food service workers when fixed kitchen equipment is used for the preparation of food for banquets, etc. and require the CITY to pay the cost of the entire event, including but not limited to food, decorations, food

service worker(s) involved according to the actual cost of said services, including fringe benefits. The food service worker shall assist in the preparation, serving and cleanup.

5. MISCELLANEOUS

- 5.1. The CITY and SACS agree to continue to work cooperatively to identify all school athletic fields and educational facilities available for use by the residents of the City of Deerfield Beach.
- 5.2. The use or enjoyment of additional school facilities by the CITY shall be coordinated and approved by the Senior Pastor or designee (e.g., school principal).
- 5.3. SACS agrees to waive any and all rental fees associated with the CITY's use of SACS Facilities.
- 5.4. The cost for additional services, i.e., security, law enforcement, personnel, etc. for events at City Facilities and SACS Facilities shall be mutually agreed upon by the parties prior to the scheduled events. Such agreement shall be reduced to writing. However, the parties agree that there will be no additional costs charged for normal and customary operations that are associated with regular facility operations.

6. DISCRIMINATION

Neither party shall discriminate against any employee or participant in this Agreement regardless of age, religion, race, color, creed, sex, handicap, marital status, national origin, status with regard to public assistance, or sexual orientation. Nothing herein is intended to make SACS facilities a government service or program subject to Title II of the Americans with Disabilities Act or the Rehabilitation Act.

7. INSURANCE

7.1 Upon execution of this Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage. In the event any insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension thereunder is in effect.

7.2 Each party shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or the equivalent reserves in its self-insurance program the following coverages and minimum limits of liability:

- (a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation;

- (b) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the parties in the performance of their respective obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury and Property Damage;

- (c) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements naming the other party as additional insured;

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury and Property Damage.

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability to protect against liability claims arising out of:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Complete Operations Liability;
4. Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in Paragraph 8 of the Agreement

7.3 These insurance requirements shall not relieve or limit the liability of either party. Both parties reserve the right to require other insurance coverage that it deems necessary depending upon the risk of loss and exposure to liability, and the right to be named as an additional insured on the other party's insurance policy.

7.4 Violations of the terms of the Paragraph and its subparts shall constitute a breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

7.5 No activities under this Agreement shall be commenced until the required certificates of insurance have been received and approved by the Risk Managers of each party.

8. INDEMNIFICATION

To the extent permitted by law, CITY agrees to indemnify, defend and hold SACS, including its officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of the CITY's use and occupancy of any SACS facilities licensed hereunder, or as a result of any actions or omissions

hereunder.

To the extent permitted by law, SACS agrees to indemnify, defend and hold CITY, including its officers, agents and employees, harmless from and against any and all claims, damages, losses, liabilities, causes of action of any kind of nature whatsoever arising out of or because of SACS's use and occupancy of any City facilities licensed hereunder, or as a result of any actions or omissions hereunder.

Each party reserves the right to select its own counsel in any such proceeding and all costs and fees associated therewith shall be the responsibility of the indemnitor under this indemnification agreement.

Compliance with the foregoing shall not relieve the CITY or SACS of any liability or other obligation under this Agreement. Nothing contained herein is intended or shall be construed to waive either party's rights and immunities under the common law or Section 768.28, Florida Statutes.

9. PROTECTION OF PUBLIC SAFETY

Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other whether directly or through any of its agents or employees.

10. TERMINATION

Each party to this Agreement shall have the unrestricted right to terminate this Agreement, without cause, by furnishing ninety (90) calendar days advance written notice to the other party. Each party to this Agreement shall have the right to terminate this Agreement, with cause, by furnishing fourteen (14) calendar days advance written notice to the other party, providing the basis for termination. Such termination for cause shall only be effective after the party seeking to terminate the Agreement for cause has provided the other party written notice of the breach and five (5) calendar days to cure the breach.

11. FORCE MAJEURE

In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, the Agreement will be terminated.

12. ASSIGNMENT

Neither this Agreement, nor any interest therein, may be assigned, transferred, by any party without the prior consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SACS.

13. PUBLIC RECORDS

Pursuant to Florida Statutes Chapter 119, SACS shall:

- 13.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the terms and conditions of this Agreement.
- 13.2 Upon request by City's records custodian, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 13.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
- 13.4 Upon completion of the term of the Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Owner shall be delivered by SACS to City, at no cost to City, within seven (7) days. All records stored electronically by SACS shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, SACS shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 13.5 SACS's failure or refusal to comply with the provisions of this Article may result in the immediate termination of this Agreement by the City.

IF SACS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SACS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2ND AVENUE DEERFIELD BEACH, FL 33441.

14. NOTICE

Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO CITY:	ATTN: Director of Parks and Recreation City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, Florida 33441
-------------	--

WITH A COPY TO: City Attorney
City of Deerfield Beach
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431

AS TO SACS: Senior Pastor
St. Ambrose Catholic School
363 S.E. 12th Avenue
Deerfield Beach, Florida 33441

WITH COPIES TO: Principal
Athletic Director
Director of Student Affairs
363 S.E. 12th Avenue
Deerfield Beach, Florida 33441

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida.

16. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

17. LICENSE NOT LEASE

This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either CITY premises or SACS's premises is conferred to the using party under the provisions hereof.

18. NO PARTNERSHIP CREATED

SACS and its employees, volunteers, and agents shall be and remain independent from, and not an agent or employee of, the CITY with respect to all activities of SACS. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. AUTHORITY

Each person executing this Agreement on behalf of either party individually warrants that he/she has full legal authority to execute this Agreement on behalf of the party for whom he/she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement for reciprocal use of facilities.

CITY

ATTEST:

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

HEATHER MONTEMAYOR, CITY CLERK

BILL GANZ, MAYOR

(CORPORATE SEAL)

"SACS"

SAINT AMBROSE
CATHOLIC SCHOOL

ATTEST:

PRINCIPAL

CHURCH PASTOR

EXHIBIT A

City facilities for authorized use by St. Ambrose Catholic Church and School include:

- The middle school athletic complex (after middle school hours)
- The middle school aquatics complex
- Pioneer Park ball fields and playground

Note: all scheduling must be done as to NOT conflict with existing programming.

EXHIBIT B

St. Ambrose Catholic Church facilities for authorized use by the City include:

- The exterior basketball courts
- Church and school Parking lot for special events sponsored by the City (i.e. for parking overflow); when the City needs to park and shuttle patrons for special events implemented in the Cove Shopping Center and in Sullivan Park
- Meeting space (ex: meeting rooms, the school cafeteria, classrooms, etc.)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/27/2023

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED St. Ambrose Catholic School 363 S.E. 12th Ave Deerfield Beach FL 33441 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lloyd's Syndicate No. 2987</td><td>AA1128987</td></tr><tr><td>INSURER B: Safety National Casualty Corp</td><td>15105</td></tr><tr><td>INSURER C: Fortegra Specialty Insurance Company</td><td>16823</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate No. 2987	AA1128987	INSURER B: Safety National Casualty Corp	15105	INSURER C: Fortegra Specialty Insurance Company	16823	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Fortegra Specialty Insurance Company	16823														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570097554116 **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.

Limits shown are as requested

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 ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 ☒ Med Pay Part of SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BP1027422 SIR applies per policy terms & conditions	04/01/2022	04/01/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$2,250,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$2,250,000</td></tr><tr><td>MED EXP (Any one person)</td><td>Excluded</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,250,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,250,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,250,000</td></tr><tr><td>Agg. All Coverages</td><td>\$2,250,000</td></tr></table>	EACH OCCURRENCE	\$2,250,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,250,000	MED EXP (Any one person)	Excluded	PERSONAL & ADV INJURY	\$2,250,000	GENERAL AGGREGATE	\$2,250,000	PRODUCTS - COMP/OP AGG	\$2,250,000	Agg. All Coverages	\$2,250,000		
EACH OCCURRENCE	\$2,250,000																						
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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)									
COMBINED SINGLE LIMIT (Ea accident)																							
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BODILY INJURY (Per accident)																							
PROPERTY DAMAGE (Per accident)																							
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE													
EACH OCCURRENCE																							
AGGREGATE																							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	ABL100004301 Retention \$300,000 Ea. Oc SIR applies per policy terms & conditions	04/01/2022	04/01/2023	<table><tr><td>PER STATUTE</td><td>☒ X</td><td>OTH</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td>\$450,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td></td><td>\$450,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td></td><td>\$450,000</td></tr></table>	PER STATUTE	☒ X	OTH		E.L. EACH ACCIDENT			\$450,000	E.L. DISEASE-EA EMPLOYEE			\$450,000	E.L. DISEASE-POLICY LIMIT			\$450,000
PER STATUTE	☒ X	OTH																					
E.L. EACH ACCIDENT			\$450,000																				
E.L. DISEASE-EA EMPLOYEE			\$450,000																				
E.L. DISEASE-POLICY LIMIT			\$450,000																				
B	Excess WC			SP4066453 Ex WC Statutory Limits SIR applies per policy terms & conditions	04/01/2022	04/01/2023	<table><tr><td>EL Max. Per Occ.</td><td>\$1,000,000</td></tr><tr><td>SIR Per Occ.</td><td>\$750,000</td></tr></table>	EL Max. Per Occ.	\$1,000,000	SIR Per Occ.	\$750,000												
EL Max. Per Occ.	\$1,000,000																						
SIR Per Occ.	\$750,000																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach FL 33441 USA	CANCELLATION 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 <i>Aon Risk Services Inc. of Florida</i>
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Certificate No : 570097554116



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1693

Agenda Date: 2/21/2023

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 submission of three infrastructure project applications to the Broward Metropolitan Planning Organization ("MPO") for funding from the Mobility Advancement Program; 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

Fiscal Impact

Costs: \$4,000,000 SE 15 Ave Bridge/ \$2,400,000 NE 3 Avenue/ \$10,000,000 Eller Street Improvements

Background/History

Broward County's Mobility Advancement Program (MAP) provides surtax-funded grants for Municipal Capital Projects (MCPs) to plan, design, and construct a variety of transportation/roadway improvements. The projects eligible for funding are defined in the Second Amendment of the Transportation System Surtax Interlocal Agreement (ILA) and include improvements to street lighting, drainage, sound walls, fiber-optic, landscaping, parking and roadways.

New MCP applications for funding are submitted to Broward MPO via an online application process. Projects are evaluated and ranked by MPO based on a criterion approved by the County Administrator. Rankings, and funding recommendations within the Minimum Annual Guarantee (MAG), are submitted to the MAP Administrator for possible inclusion into Broward County's Five-Year Plan.

Current Activity

The Fiscal Year (FY) 2023 New MCP application cycle opened on February 10, 2023 and closes on March 10, 2023. Approved projects will be scheduled for funding in FY 2028.

The City would like to submit MCP applications for three eligible major roadway infrastructure priorities/projects.

Priority I: SE 15th Avenue Bridge Replacement

The SE 15th Avenue Bridge, constructed in 1955, has been classified as functionally obsolete and deficient because it does not meet current roadway design standards and has a 52.9 health index which is below the acceptable rating of 85, indicating that it would be more economically feasible to

replace the bridge with a newer structure than to expend funds on repair. The bridge also limits vehicles to 12 tons due to its posted weight restrictions, lacks accommodation for bicyclists and pedestrians, and does not address climate resiliency to ensure sustainability. Given the age, obsolete deck geometry, and lack of accessibility for various roadway users, it has been determined that the SE 15th Avenue bridge has reached the end of its useful life. Consequently, the City is seeking funding to replace the bridge. The estimated project cost is \$4 million.

Priority II: NE 3 Avenue from Sample Road to NW 48th Street Improvements

The NE 3rd avenue corridor was the subject of a short-term Tactical Urbanism pilot project to increase the mobility, accessibility, and safety of the roadway through lane elimination, buffered bike lanes and other traffic calming improvements. The impact of the temporary project includes an overall decrease in vehicular volume and a decline in speed volume in the area, which supports the need for permanent improvements along the corridor. The proposed permanent scope of work involves converting a four-lane undivided corridor to a three-lane section to afford room for buffered bicycle lanes, green swales, and an improved pedestrian experience. The estimated project cost is \$2.4 million.

Priority III: NW Eller Street from Federal Highway to NW 3rd Avenue Improvements

Improvements are needed along the NW Eller Street corridor to improve the safety, mobility, accessibility and connectivity for motorists and pedestrians. The proposed project scope of work consists of pedestrian and roadway lighting, wide shared use path for ADA accessibility and bicycle use, on-street parking with bulb-outs for landscaping and reduced pedestrian crossing distances, improved drainage for flood resiliency, traffic calming elements, and improved signage and markings with high visibility crosswalks and patterned pavement. The estimated project cost is \$10 million.

Recommendation

It is recommended that City Commission authorize submission of three applications to Broward County Mobility Advancement Program for funding for the SE 15th Avenue Bridge Replacement and improvements to NE 3rd Avenue from Sample Road to NW 48th Street and NW Eller Street from Federal Highway to NW 3rd Avenue.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF THREE INFRASTRUCTURE PROJECT APPLICATIONS TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION (“MPO”) FOR FUNDING FROM THE MOBILITY ADVANCEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County’s Mobility Advancement Program (“MAP”) provides funding for municipal capital projects relating to planning, design, and construction of a variety of roadway improvements; and

WHEREAS, through the MAP, the municipal capital projects enable municipalities to add capacity to existing roads or bridges, provide traffic calming improvements, construct new roadways or bridges, and deliver other roadway improvements such as sidewalks, bike lanes, street lighting, and landscaping; and

WHEREAS, on February 5, 2021, the City entered in a Second Amendment to the Interlocal Agreement with Broward County and the Broward Metropolitan Planning Organization (the “MPO”), which sets forth the improvements that are eligible for funding under MAP; and

WHEREAS, the MPO works in conjunction with municipalities to submit applications for municipal capital projects that fall under the MAP, and the MPO evaluates the applications and submits its recommendations to the MPA Administrator for possible inclusion into Broward County’s Five-Year Plan; and

WHEREAS, those projects approved in this application cycle will be eligible for funding in 2028; and

WHEREAS, City staff is recommending that the following three infrastructure projects (collectively, the “Projects”) be submitted for consideration in priority order:

(1) First priority: Replacement of the SE 15th Avenue Bridge as the bridge has reached its useful life. The cost estimate for replacement of the bridge is \$4 million dollars; and

(2) Second priority: Improvements to NE 3rd Avenue from Sample Road to NW 48th Street to provide for permanent installation of lane reduction, intersection improvements, and bicycle and pedestrian accommodations. The cost estimate for these improvements is \$2.4 million dollars; and

(3) Third priority: Improvements to NW Eller Street from Federal Highway to NW 3rd Avenue. This project includes pedestrian and roadway lighting, a wide shared path for ADA accessibility and bicycle use, on-street parking with bulb-outs for landscaping and reduced pedestrian crossing distances, improved drainage for flood resiliency, traffic

calming elements, and improved signage and markings with high visibility crosswalks and patterned pavements. The cost estimate for these improvements is \$10 million dollars; and

WHEREAS, staff recommends the City Commission approve the submission of the three applications to the MPO for MAP funding for the Projects.

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 submission of the three applications for the Projects, in the priority as set forth above, to the MPO for MAP funding for each of the Projects in the respective amounts set forth above. The City Manager or his designee is authorized to sign and submit the applications for the Projects to the MPO.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out 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:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1698

Agenda Date: 2/21/2023

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 first amendments to the two Interlocal Agreements with Broward County for Surtax Funded Municipal Transportation Projects Pioneer Grove Infrastructure and Complete Streets (Deer-005 and 006), and FAU Research Boulevard Roadway Improvements (Deer 007) to provide for an extension of time for completion; 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 August 17, 2021, the City Commission of the City of Deerfield Beach approved the execution of the Interlocal Agreements (ILA) with Broward County for Surtax Funded Municipal Transportation Projects Deer 005 and Deer 006 Pioneer Grove Infrastructure Improvements - Pedestrian Lighting and Complete Streets Project, and Deer 007 FAU Research Blvd. (SW 11th Way) from SW 48th Street to SW 10th Street.

On February 15, 2022, the City Commission authorized the award of the designs for these two projects to Kimley Horn and Associates, Inc. A Notice to Proceed (NTP) was then issued with the Purchase Order on March 14, 2022. The project has been delayed based on the county's original timeline, which was considered aggressive. The City is seeking an extension to the original schedule in the ILAs, which the County has agreed to. The revised schedule seeks an amendment to add an additional 181 days to final design completion and an additional 120 days beyond design completion for project closeout. The terms of the ILAs are being extended to November 20, 2023.

Current Activity

The effective date of the First Amendment is retroactive to January 31, 2023. Sections 2 and 3 of Exhibit A to the Agreement are amended to reflect the updated agreement term, project deliverables, and project schedule. All other terms of the original agreement are retained.

Recommendation

It is recommended the City Commission approve and authorize the execution of two first amendments to the Interlocal Agreements with Broward County for Surtax Funded Municipal Transportation Projects, Deer 005 and Deer 006, and Deer 007.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF FIRST AMENDMENTS TO THE TWO INTERLOCAL AGREEMENTS WITH BROWARD COUNTY FOR SURTAX FUNDED MUNICIPAL TRANSPORTATION PROJECTS PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS (DEER-005 AND 006), AND FAU RESEARCH BOULEVARD ROADWAY IMPROVEMENTS (DEER 007) TO PROVIDE FOR AN EXTENSION OF TIME FOR COMPLETION; PROVIDING FOR IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into an Interlocal Agreement, dated September 8, 2021, (“Surtax ILA 1”) for Pioneer Grove Infrastructure Improvements and Complete Streets (DEER-005 and 006), which is a transportation surtax funded project; and

WHEREAS, the City and the County also entered into an Interlocal Agreement, dated September 8, 2021, for FAU Research Boulevard Roadway Improvements (DEER-007) (“Surtax ILA 2”), which is also a transportation surtax funded project, (collectively, Surtax ILA 1 and Surtax ILA 2, are the “Interlocal Agreements”); and

WHEREAS, the Interlocal Agreements expired on January 31, 2023; and

WHEREAS, the City and County desire to extend both Interlocal Agreements, retroactive to January 31, 2023, as if they have not expired, with an amended expiration date of November 20, 2023, to provide the City additional time to complete the work under the Interlocal Agreements; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the First Amendment to Surtax ILA 1, attached as Exhibit “1”, and the First Amendment to Surtax ILA 2, attached as Exhibit “2”, (collectively, the “First Amendments”) in order for the City to complete both surtax projects; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the First Amendments to the Interlocal Agreements, attached as Exhibit “1” and Exhibit “2”.

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 First Amendment to Surtax ILA 1 (DEER-005 and 006), attached as Exhibit “1”.

Section 3: The City Commission hereby approves the First Amendment to the Surtax ILA 2 (DEER-007), attached as Exhibit “2”.

Section 4. That the Mayor and City Manager are authorized to execute the First Amendments to the Interlocal Agreements, attached as Exhibit “1” and Exhibit “2”, 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 5. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS
DEER-005 AND 006**

This is the First Amendment ("First Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement for Pioneer Grove Infrastructure Improvements and Complete Streets (DEER-005 and 006), dated September 8, 2021 (the "Agreement").

B. The Agreement expired by its terms on January 31, 2023.

C. The Parties now desire to extend the Agreement, retroactive to January 31, 2023, as if it had not expired, to provide the Municipality additional time to complete the work under the Agreement.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. The effective date of this First Amendment shall be retroactive to January 31, 2023. Except as provided herein, the execution of this First Amendment shall not operate as a waiver of any right, power, or remedy of the Parties and does not serve to effect a novation.

3. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

4. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~December 31, 2022~~ **November 20, 2023** ("Initial Term"), unless extended pursuant to Section 4.2.

5. Sections 2 and 3 of Exhibit A to the Agreement are amended as follows:

...

DELIVERABLES: Phase 1 -Design

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	September 2, 2021	ILA executed by Municipality.
1	Bid Advertisement and Award; Consultant Agreement.	96 days	Advertised Solicitation Package, Award Letter, fully executed Consultant Agreement with County terms and conditions.
2	Notice to Proceed and Commencement of Work	14 days after Contract Award March 14, 2022	NTP Issued by City
3	Basis of Design Report; (Inspection, Survey, Environmental Assessment)	60 days after NTP	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include the required lighting justification report and a cost comparison showing comparable standard lighting costs signed by the engineer must be provided. A conceptual drainage design must be included. Subject to review and approval by County.
4	30% Design Submittal	90 days after acceptance of Basis of Design Report etc. October 5, 2022	Typical and standard sections must be included in 30% Design Submittal for review and approval by County.
5	60% Design Submittal	90 days after acceptance of 30% Design Submittal November 29, 2022	Complete Drainage Analysis must be included in 60% Design Submittal as well as all other typical and standard sections. Subject to review and approval by County.
6	90% Design Submittal	90 days after acceptance of 60% Design Submittal June 16, 2023	Typical and standard sections must be included in 90% Design Submittal. Subject to review and approval by County.
7	Final Plans, Specification Package, and Final Cost Estimate Submittal Permitting completed.	60 days after acceptance of 90% Design Submittal July 20, 2023	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.

3. Project Schedule:

Phase: 1	Estimated Date of Completion
ILA fully executed by County and Municipality	September 30, 2021
Project Consultant Bid Advertising and Award; Consultant Agreement Execution	January 4, 2022
Notice to Proceed and Commencement of Work	January 18, 2022 March 14, 2022
Basis of Design Report/Preliminary Investigation/Surveying/Environmental Assessment	March 19, 2022
30% Design Submittal	June 20, 2022 October 5, 2022
60% Design Submittal	September 20, 2022 November 29, 2022
90% Design Submittal	December 20, 2022 June 16, 2023
Permitting/Revisions	January 20, 2023 July 20, 2023
Final Design Completion	January 20, 2023 July 20, 2023
Public Involvement	On-going
Design Services During Construction and CEI Services	TBD

6. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and City of Deerfield Beach, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS
DEER-005 AND 006**

MUNICIPALITY

ATTEST:

City of Deerfield Beach

Samantha Gillyard,
City Clerk for the City of Deerfield Beach

By _____
Bill Ganz, Mayor

_____ day of _____, 2023

By _____
David Santucci, City Manager

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Anthony C. Soroka, City Attorney



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
FAU RESEARCH BVLD (SW 11TH WAY) ROADWAY IMPROVEMENT
DEER-007**

This is the First Amendment ("First Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement for FAU Research Boulevard (SW 11TH Way) Roadway Improvement (DEER-007), dated September 8, 2021 (the "Agreement").

B. The Agreement expired by its terms on January 31, 2023.

C. The Parties now desire to extend the Agreement, retroactive to January 31, 2023, as if it had not expired, to provide the Municipality additional time to complete the work under the Agreement.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. The effective date of this First Amendment shall be retroactive to January 31, 2023. Except as provided herein, the execution of this First Amendment shall not operate as a waiver of any right, power, or remedy of the Parties and does not serve to effect a novation.

3. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

4. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~December 31, 2022~~ **November 20, 2023** ("Initial Term"), unless extended pursuant to Section 4.2.

5. Sections 2 and 3 of Exhibit A to the Agreement are amended as follows:

...

DELIVERABLES: Phase 1 -Design

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	September 2, 2021	ILA executed by Municipality.
1	Bid Advertisement and Award; Consultant Agreement.	96 days	Advertised Solicitation Package, Award Letter, fully executed Consultant Agreement with County terms and conditions.
2	Notice to Proceed and Commencement of Work	14 day after Contract Award <u>March 14, 2022</u>	NTP Issued by City
3	Basis of Design Report; (Inspection, Survey, Environmental Assessment)	60 days after NTP	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include the required lighting justification report and a cost comparison showing comparable standard lighting costs signed by the engineer must be provided. A conceptual drainage design must be included. Subject to review and approval by County.
4	30% Design Submittal	90 days after acceptance of Basis of Design Report etc. <u>September 12, 2022</u>	Typical and standard sections must be included in 30% Design Submittal for review and approval by County.
5	60% Design Submittal	90 days after acceptance of 30% Design Submittal <u>December 23, 2022</u>	Complete Drainage Analysis must be included in 60% Design Submittal as well as all other typical and standard sections. Subject to review and approval by County.
6	90% Design Submittal	90 days after acceptance of 60% Design Submittal <u>June 6, 2023</u>	Typical and standard sections must be included in 90% Design Submittal. Subject to review and approval by County.
7	Final Plans, Specification Package, and Final Cost Estimate Submittal Permitting completed.	60 days after acceptance of 90% Design Submittal <u>July 20, 2023</u>	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.

3. Project Schedule:

Phase: 1	Estimated Date of Completion
ILA fully executed by County and Municipality	September 30, 2021
Project Consultant Bid Advertising and Award; Consultant Agreement Execution	January 4, 2021
Notice to Proceed and Commencement of Work	January 18, 2022 March 14, 2022
Basis of Design Report/Preliminary Investigation/Surveying/Environmental Assessment	March 19, 2022
30% Design Submittal	June 20, 2022 September 12, 2022
60% Design Submittal	September 20, 2022 December 23, 2022
90% Design Submittal	December 20, 2022 June 6, 2023
Permitting/Revisions	January 20, 2022 July 20, 2023
Final Design Completion	January 20, 2022 July 20, 2023
Public Involvement	On-going

6. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

9. This First Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and City of Deerfield Beach, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
FAU RESEARCH BVLD (SW 11th WAY) ROADWAY IMPROVEMENT
DEER-007**

MUNICIPALITY

ATTEST:

City of Deerfield Beach

Samantha Gillyard,
City Clerk for the City of Deerfield Beach

By _____
Bill Ganz, City Mayor

_____ day of _____, 2023

By _____
David Santucci
City Manager

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

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. 2023-1697

Agenda Date: 2/21/2023

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 a change order in the amount of \$187,098.58 and execution of a contract amendment with MBR Construction, Inc. to provide security improvements for the Johnny L. Tigner Community Center Project, for an updated total project cost of \$11,332,852.20; approving the use of target area trust funds in the amount of \$187,098.58; providing for execution and an effective date. (Funds from Account #620-3000-513-39-99 - Target Area Trust Funds/Contingency)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$187,098.58

Account Name: Target Area Trust Funds/Contingency

Account Number: 620-3000-513-39-99

Background/History

During the course of a design review for the security system at the Johnny L. Tigner Center, the Broward Sheriffs' Office (BSO) indicated a need for more exterior cameras around the perimeter of the building and in the parking lot. Improvements to security will be an overall safety and quality of life improvement and support better use of the Center.

Current Activity

With these improvements, a total of nine cameras will be added around the perimeter of the new Johnny L. Tigner Center and six cameras will be added to the parking lot to fully secure the parking lot. These cameras are integrated with BSO's camera system and will be monitored 24/7. The Construction Project contained provisions for interior building systems. Consistent with use of the Target Area Trust Funds, amending the contract to include exterior and parking security enhances the overall city project by improving public safety and encouraging the facility's use.

Recommendation

Staff recommends that the City Commission of the City of Deerfield Beach amend the Tigner Center Contract with MBR Construction to provide for the security improvements to the Johnny L. Tigner Community Center exterior and Parking Lot, utilizing Target Area Trust Funds in the amount of \$187,098.58.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$187,098.58 AND EXECUTION OF A CONTRACT AMENDMENT WITH MBR CONSTRUCTION, INC. TO PROVIDE SECURITY IMPROVEMENTS FOR THE JOHNNY L. TIGNER COMMUNITY CENTER PROJECT, FOR AN UPDATED TOTAL PROJECT COST OF \$11,332,852.20; APPROVING THE USE OF TARGET AREA TRUST FUNDS IN THE AMOUNT OF \$187,098.58; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the City issued Request for Proposals #21-05-PC for Design-Build Construction Services for the Johnny L. Tigner Community Center (the “RFP”) to the firms shortlisted as part of Request for Qualifications #20-06-IG for Design Build Services; and

WHEREAS, on May 18, 2021, the City Commission approved the Evaluation Committee rankings with MBR Construction, Inc. (“MBR”) as the top ranked firm, and authorized execution of a contract with MBR for the design-build project; and

WHEREAS, on July 8, 2021, the City entered into an agreement (the “Agreement”) with MBR Construction, Inc. (“MBR”) for the design-build construction of the Johnny L. Tigner Community Center (the “Project”); and

WHEREAS, pursuant to the Agreement, the City issued Purchase Order #210301 (the “PO”) to MBR for the Project in the amount of \$9,116,547.02; and

WHEREAS, pursuant to Resolution No. 2021/172 approved by the City Commission, the City executed a Change Order in the amount of \$1,063,000.00 to provide additional banquet space for the Project and a revised total Project cost of \$10,179,547.02; and

WHEREAS, pursuant to Section 38-120(3) of the Procurement Code, a change order increasing the cost of a construction contract up to \$30,000.00 or 10% of the original construction contract amount, whichever is greater, may be approved by the City Manager provided that sufficient budgeted funds are available; and

WHEREAS, additional change orders within the City Manager’s approval authority were issued for Broward Sheriff Office’s Integration Changes and for additional site improvement services, including but not limited to traffic calming and parking lot improvements, and sufficient budgeted funds were available; and

WHEREAS, during the design review for the security system at the Project location, the Broward Sheriff’s Office determined that there is a need for additional security improvements for the exterior of the building and the parking lot that will enhance the overall safety and quality of life (the “Security Improvements”); and

WHEREAS, MBR provided City staff with an updated proposal for the Project with the requested Security Improvements included, which would increase the current Project amount by \$187,098.58 (the “Change Order”); and

WHEREAS, the Project is located within the target area designated pursuant to City Code Section 2-344 for use of City target area trust funds; and

WHEREAS, pursuant to City Code Section 2-344, the City Commission may approve such projects and expenditures within the target area for use of target area trust fund moneys that it believes will aid in the redevelopment and improve the quality of life in the target area; and

WHEREAS, staff recommends that the City Commission approve the Change Order for the Project in the amount of \$187,098.58, and the execution of a Contract Amendment with MBR, attached as Exhibit “A, for a total Project cost of \$11,332,852.20, and the use of target area trust funds to fund the Security Improvements.

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

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

Section 2. The City Commission hereby approves the Change Order in the amount of \$187,098.58, and the Contract Amendment, attached as Exhibit “A”, to provide for the Security Improvements, for an updated total Project cost of \$11,332,852.20.

Section 3. The appropriate City officials are authorized to execute Change Order and Contract Amendment, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Commission hereby finds that the Security Improvements and Project will aid in the redevelopment and improve the quality of life in the target area, and hereby approves the Security Improvements and Project for use of target area trust funds in an amount not to exceed \$187,098.58.

Section 5. The appropriate City officials are authorized to make the necessary appropriations from the target area trust fund to fund expenditures for the Security Improvements and to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT "A"

CONTRACT AMENDMENT

This CONTRACT AMENDMENT (the "Second Amendment") is entered into by and between the CITY OF DEERFIELD BEACH (the "CITY"), a municipal corporation, and MBR CONSTRUCTION, INC. (the "CONTRACTOR"), as follows:

WITNESSETH:

WHEREAS, the City issued Request for Proposals #21-05-PC for Design-Build Construction Services for the Johnny L. Tigner Community Center (the "RFP") to the firms shortlisted as part of Request for Qualifications #20-06-IG for Design Build Services; and

WHEREAS, on May 18, 2021, the City Commission approved the Evaluation Committee rankings with the CONTRACTOR as the top ranked firm, and authorized execution of a contract with the CONTRACTOR for design-build project; and

WHEREAS, on July 8, 2021, the City entered into an agreement (the "Agreement") with the CONTRACTOR for the design-build construction of the Johnny L. Tigner Community Center (the "Project"); and

WHEREAS, pursuant to the Agreement, the City issued Purchase Order #210301 (the "PO") to the CONTRACTOR for the Project in the amount of \$9,116,547.02; and

WHEREAS, pursuant to the Contract Amendment dated December 13, 2021, the City executed a Change Order for the Project in the amount of \$1,063,000.00 for a total Project Cost of \$10,179,547.02; and

WHEREAS, additional change orders within the City Manager's approval authority were issued for Broward Sheriff Office's Integration Changes and for additional site improvement services, including but not limited to traffic calming and parking lot improvements, and sufficient budgeted funds were available; and

WHEREAS, on February 21, 2023, the City Commission adopted Resolution No. 2023/_____ approving a Change Order related to security improvements for the Project in the amount of \$187,098.58 (the "Additional Services") for an amended total Project Cost of \$11,332,852.20; and

WHEREAS, the parties desire to amend the Agreement to provide for the Additional Services.

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. Section 1 "Entire Contract" of the Agreement is hereby amended to include the Change Order and scope of work set forth in Attachment "A," attached hereto and incorporated herein.

Section 3. Section 2 "Total Contract Price" of the Agreement is hereby amended as set forth below, which is inclusive of all changes orders through and including the change order approved on February 21, 2023,:

The total contract price shall be Eleven Million Three Hundred Thirty-Two Thousand Eight Hundred Fifty-Two Dollars and Twenty Cents (\$11,332,852.20) ~~Ten Million One Hundred Seventy-Nine Thousand Five Hundred Forty-Seven Dollars and Two Cents (\$10,179,547.02)~~ payable to Contractor as provided in Article 9 – Payments and Completion of the General Conditions, 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 Owner'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.

Section 4. All terms, conditions, and specifications of the original Agreement shall remain the in full force and effect, except as herein amended.

Section 5. This Second Amendment shall be effective upon the execution of both parties.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

ATTEST:

CITY OF DEERFIELD BEACH

HEATHER MONTEMAYOR,
CITY CLERK

DAVID SANTUCCI, CITY MANAGER

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

CONTRACTOR MUST EXECUTE THIS SECOND AMENDMENT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

	MBR CONSTRUCTION, INC.
_____	By _____
(Secretary)	(Signature)

	(Type Name/Title Signed Above)
(Corporate Seal)	____ day of _____, 2023.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

CHANGE ORDER #4

1/27/2023

1 Added Security Cameras @ building exterior

Exterior Cameras on Building per BSO request - 9 cameras	1 LS	\$31,725.00	\$31,725.00	\$31,725.00	
Network Switch - 1 Cisco	1 LS	\$10,000.00	\$10,000.00	\$10,000.00	
Analytics	9 ea	\$500.00	\$4,500.00	\$4,500.00	
Electrical Rough	9 ea	\$450.00	\$4,050.00	\$4,050.00	
Conduit/low voltage	9 LS	\$300.00	\$2,700.00	\$2,700.00	
Subtotal					\$52,975.00
Design fee 10%					\$5,297.50
Overhead 10%					\$5,827.25
Profit 5%					\$2,913.63
Bond Fee 1%					\$670.13
Total					\$67,683.51

Added Security Cameras @ Parking Lot

Parking Cameras on existing parking light pole per BSO request - 6 cameras on existing poles	1 LS	\$54,464.62	\$54,464.62	\$54,464.62	
Analytics	6 ea	\$500.00	\$3,000.00	\$3,000.00	
Electrical Rough / low voltage	6 ea	\$2,500.00	\$15,000.00	\$15,000.00	
Electric Conduit/high voltage	6 ea	\$3,500.00	\$21,000.00	\$21,000.00	
Subtotal					\$93,464.62
Design fee 10%					\$9,346.46
Overhead 10%					\$10,281.11
Profit 5%					\$5,140.55
Bond Fee 1%					\$1,182.33
Total					\$119,415.07

BUILDING ADDS TOTAL**\$187,098.58**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1683

Agenda Date: 2/21/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Purchase and Sale Agreement with MBA Development Partners of Florida, LLC, for the sale of city property located at 1045 SW 11th Way to MBA Development Partners of Florida, LLC, subject to referendum approval; providing for execution, implementation and an effective date.

Recommended Action

Defer until March 7, 2023

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$6.5 Million in revenue to the City at closing

Background/History

The City owns a +/-3.75 acre parcel located at 1045 SW11th Way in Deerfield Beach (the "Property"). The Property was subject to a lease with the Florida Atlantic Research and Development Authority (and subsequent sublessees) with the expectation that the lessee would develop the Property. The lease to the Property had been extended several times since 2005, but a development project did not occur. On February 15, 2022, the Deerfield Beach City Commission voted to deny a proposed eighth extension to the lease for the Property. Prior to the denial, the lessee proposed paying the City \$3.2 million to extend the lease and time for development to develop a 41,000-square-foot office building on the site with a surface parking lot. At the same time, the City had contracted for a market appraisal that indicated the Property had an actual market value of \$6.5 million.

The City Commission indicated a desire to pursue other project options that would be of greater benefit to the City and directed staff to pursue the sale of the Property to be developed by a private entity. Pursuant to Section 7.09 of the City Charter, the sale of any city-owned property with a market value greater than \$750,000 must be approved by a majority of the qualified electors of the City voting at a regular city, general or special election.

In May 2022, the Commission approved the hiring of Colliers International, a highly experienced commercial brokerage firm, to represent the City in this real estate transaction, including the creation of an Invitation to Negotiate (ITN) procurement process and marketing of the opportunity. The City Manager designated an evaluation committee comprised of the Assistant City Manager, Director of Planning and Development Services and Director of Economic Development to review, evaluate and rank proposals.

The City issued Invitation to Bid #22-41-PC (the "ITN") for the sale of the City-owned Property. On

October 25, 2022, at 11:00 a.m., the Purchasing and Contract Administration Division along with the City's Consultant, Colliers International Florida, LLC unsealed the six (6) responses that were timely received and reviewed the responses to ensure they met the ITN requirements. On October 28, 2022, the Evaluation Committee met to review the proposals and shortlisted the firms in accordance with the weighted criteria stated in the ITN to four (4) firms, and determined to hear oral presentations from each of the shortlisted firms. The Evaluation Committee meetings for the oral presentations and re-ranking the shortlisted firms based upon the oral presentations were held on November 16, 2022, to score the responses based on the weighted criteria stated in the ITN.

Following the presentations and final rankings, the Evaluation Committee forwarded their recommendation to the City Commission to approve their rankings with MBA Development Partners of Florida, LLC, ("MBA") as the top-ranked firm.

Current Activity

On December 6, 2022, the City Commission approved the Evaluation Committee's final rankings and authorized the City Manager and City Attorney to negotiate the key business terms with MBA, the top-ranked firm, for MBA's purchase of the Property from the City, subject to referendum election approval (scheduled for March 14, 2023). On December 14, 2022, the City Commission approved the key business terms for the City's sale of the property to MBA and authorized the City Manager and City Attorney to negotiate a purchase and sale agreement with MBA for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter.

City staff and MBA have negotiated a Purchase and Sale Agreement, attached as Exhibit "A", for the sale of the Property to MBA, subject to referendum approval. The Purchase and Sale Agreement is consistent with the terms of the ITN and the key business terms previously approved by the City Commission.

The referendum election to be held on the Property sale pursuant to Section 7.09 of the City Charter is scheduled for March 14, 2023. In the event the Property sale is approved by the majority of the electors at the referendum election, MBA shall deposit 5% of the purchase price (equal to \$325,000) (the "Deposit"), within three business days of such referendum approval. In the event the Property sale is not approved by a majority of the electors at the referendum election, then the Purchase and Sale Agreement shall terminate and the City shall return MBA's \$80,000 referendum election deposit to MBA.

Recommendation

Staff recommends approval of the draft Purchase and Sale Agreement contingent upon approval of the voters of Deerfield Beach in the March 14, 2023, city-wide regular election.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PURCHASE AND SALE AGREEMENT WITH MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, FOR THE SALE OF CITY PROPERTY LOCATED AT 1045 SW 11TH WAY TO MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, SUBJECT TO REFERENDUM APPROVAL; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid #22-41-PC (the “ITN”) for the sale of City owned property consisting of approximately 3.75 acres and located at 1045 SW 11th Way, Deerfield Beach (the “Property”); and

WHEREAS, on October 25, 2022 at 11:00 a.m., the Purchasing and Contract Administration Division along with the City’s Consultant, Colliers International Florida, LLC unsealed the six (6) responses that were timely received, and reviewed the responses to ensure they met the ITN requirements; and

WHEREAS, on October 28, 2022, the Evaluation Committee met to review the proposals and shortlisted the firms in accordance with the weighted criteria stated in the ITN to four (4) firms, and determined to hear oral presentations from each of the shortlisted firms; and

WHEREAS, the Evaluation Committee meetings for the oral presentations and re-ranking the shortlisted firms based upon the oral presentations was held on November 16, 2022 to score the responses based on the weighted criteria stated in the ITN; and

WHEREAS, following the presentations and final rankings, the Evaluation Committee forwarded their recommendation to the City Commission to approve their rankings with MBA Development Partners of Florida, LLC, (“MBA”) as the top ranked firm; and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee’s final rankings and authorized the City Manager and City Attorney to negotiate the key business terms with MBA, the top ranked firm, for MBA’s purchase of the Property from the City, subject to referendum election approval (scheduled for March 14, 2023); and

WHEREAS, on December 14, 2022, the City Commission approved the key business terms for the City’s sale of the property to MBA, and authorized the City Manager and City Attorney to negotiate a purchase and sale agreement with MBA for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter; and

WHEREAS, City staff and MBA have negotiated a Purchase and Sale Agreement, attached as Exhibit “A”, for the sale of the Property to MBA, subject to referendum approval, consistent with the terms of the ITN.

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 Purchase and Sale Agreement with MBA, attached as Exhibit “A”, for the sale of the Property to MBA, contingent upon approval of the voters at a referendum election pursuant to Section 7.09 of the City Charter.

Section 3. The Mayor and City Manager are hereby authorized to execute the Purchase and Sale Agreement with MBA, 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 become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



MEMORANDUM

To: Mayor and City Commission, City of Deerfield Beach

From: Anthony C. Soroka, City Attorney

Date: February 21, 2023

RE: Purchase and Sale Agreement for 1045 SW 11th Way – Summary of Terms

The City owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the "Property"). The City issued ITN #22-41-PC (the "ITN") to solicit proposals to purchase the Property from the City. MBA Development Partners of Florida, LLC (the "Buyer") submitted a purchase and development proposal, including development plans for a mixed-use development on the Property, in response to the ITN and provided a presentation to the City Commission regarding their proposal (collectively, the "Development Proposal"). The Buyer desires to purchase the Property to develop the Property in a manner substantially consistent with the Buyer's Development Proposal, subject to applicable land use, zoning and other development approvals, conditions, and requirements imposed by governmental agencies with jurisdiction (the "Development").

On December 15, 2022, the City Commission approved the award of the ITN to Buyer, approved the key business terms for the Purchase and Sale Agreement between the City and Buyer for the sale of the Property to Buyer, and called for a referendum election to allow the City's qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to Buyer in accordance with Section 7.09(2) of the City Charter (the "Referendum Election"). The City Commission also authorized the City Manager and City Attorney to negotiate a purchase and sale agreement with Buyer to purchase the Property from the City, subject to referendum approval.

The parties have negotiated a Purchase and Sale Agreement, attached as Exhibit "A" to the corresponding agenda item (the "Agreement"). The key terms of the Agreement are summarized as follows:

- 1) Purchase Price: \$6,500,000.
- 2) Referendum Election Contingency: Pursuant to Section 7.09 of the City Charter, the Property sale is contingent on the sale being approved by a majority of the qualified electors of the City voting in the March 14, 2023 Referendum Election. If the sale is not approved at the Referendum Election, the Agreement immediately terminates and City shall return the Referendum Deposit to Buyer. If the sale is approved at the Referendum Election, the Development of the Property remains subject to all applicable public hearings and development related approvals and findings.

- 3) Deposit: \$325,000 (5% of purchase price) due within 3 business days of approval of the Property sale at the Referendum Election.
- 4) Due Diligence Period: The Due Diligence Period is the 60 day period after the City Commission approves the Agreement. Buyer may conduct inspections on the Property and may terminate the Agreement during the Due Diligence Period if the Buyer determines, in its reasonable discretion, that the Property's physical condition is not suitable for the Development, by providing written notice of such determination and the basis of such determination to the Seller within the Due Diligence Period. In the event of such termination, the Buyer shall receive the Deposit back from the City within 30 days of such termination.
- 5) Community Enhancements: Buyer agrees to provide \$7,500,000 in community enhancements during Buyer's development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties during the development review process and executed prior to Closing.
- 6) Development of Property and Development Applications: Buyer's Development of the Property, and the City's consideration of all the related Development applications submitted to the City for the Development ("City Development Applications"), is subject to all required public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by this Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications.
- 7) Entitlement Period/Extensions: Commencing on the day after the date that the Due Diligence Period expires, the Buyer will have fifteen months, subject to extension by the Parties, (the "Entitlement Period") for Buyer to obtain the Final Development Approvals for the Development. During the Entitlement Period, Buyer shall diligently pursue such Final Development Approvals with plans generally consistent with the Development Proposal.

Provided that Buyer is diligently pursuing the Final Development Approvals during the Entitlement Period and provides reasonable supporting documentation to the Seller's City Manager verifying same, the Entitlement Period shall automatically be deemed extended for up to an additional six months (for a total of 21 months from the date of expiration of the Due Diligence Period) in order to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. Any further extension of the Entitlement Period shall require prior written agreement by the Parties.

- 8) City's Termination Rights: The City may elect to terminate the Agreement, in City's sole discretion, by providing written notice to Buyer, if:

- a. The Buyer fails to execute a Development Agreement, in a form reasonably acceptable to the Buyer's counsel and the City Attorney, prior to or at the time of obtaining the Final Development Approvals, that obligates the Buyer to provide the \$7,500,000 in community enhancements;
 - b. Buyer fails to obtain the Final Development Approvals within the Entitlement Period; or
 - c. Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- 9) Buyer's Termination Right as to Final Development Approvals: Provided that Buyer has diligently pursued the Final Development Approvals, and in the event any of the Final Development Approvals are denied by the applicable governmental entity with jurisdiction during the Entitlement Period, Buyer may elect to terminate, in its sole discretion, this Agreement by providing written notice to Seller during the Entitlement Period. In the event of such termination, Buyer shall receive a return of the Deposit.
- 10) Cooperation: In that the City is the owner of the Property and the Buyer will be the entity responsible for obtaining the Final Development Approvals, the City will cooperate with the Buyer to execute all the necessary development related applications and paperwork for the Development as owner of the Property. Seller shall diligently review and evaluate the Development applications or petitions that are required to be processed by the City, in accordance with all applicable City codes and regulations and Florida law, and Buyer shall diligently respond to the Seller's review comments generated from Seller's review of such applications.

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT for Purchase and Sale (“**Agreement**”) by and between the CITY OF DEERFIELD BEACH, a Florida Municipal Corporation (“**City**”), with offices located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (“**Seller**”), and MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a Florida limited liability company with offices located at 888 SE 3rd Avenue, Suite 200, Fort Lauderdale, FL 33316 (“**Buyer**”), is entered into as of the last date of execution by any party to this Agreement (“**Effective Date**”). Seller and Buyer are each sometimes referred to as a “Party” and together as the “Parties.”

WHEREAS, the City owns a land parcel consisting of approximately 3.75 acres located at 1045 SW 11th Way (the “Land”), as legally described in the attached Exhibit “A”; and

WHEREAS, the City issued ITN #22-41-PC (the “ITN”) to solicit proposals to purchase the Land from the City; and

WHEREAS, Buyer submitted a purchase and development proposal, including development plans for a mixed-use development on the Land, in response to the ITN and provided a presentation to the City Commission regarding their proposal (collectively, the “Development Proposal”); and

WHEREAS, on December 6, 2022, the City Commission approved the Evaluation Committee’s final Rankings and authorized the City Manager and City Attorney to negotiate the key business terms and a purchase and sale agreement with Buyer, the top ranked firm, to purchase the Land from the City, subject to referendum election approval; and

WHEREAS, Section 7.09(2) of the City Charter requires any sale of City owned property with a fair market value in excess of \$750,000.00 to be approved by a majority of the qualified electors of the city voting at a regular city, general or special election; and

WHEREAS, on December 15, 2022, the City Commission approved the award of the ITN to Buyer, approved the key business terms for the Purchase and Sale Agreement between the City and Buyer for the sale of the Land to Buyer, and called for a referendum election to allow the City’s qualified electors to vote at the next regular City municipal election on March 14, 2023 on the proposed sale of the Property to Buyer in accordance with Section 7.09(2) of the City Charter (the “Referendum Election”); and

WHEREAS, Buyer desires to purchase the Property to develop the Property in a manner substantially consistent with the Buyer’s Development Proposal, subject to applicable land use, zoning and other development approvals, conditions, and requirements imposed by governmental agencies with jurisdiction (the “Development”).

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Purchase and Sale. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and accept from Seller, in consideration of the covenants contained in this Agreement and subject to the terms and conditions set forth in this Agreement, that certain real property located at 1045 SW 11th Way, Deerfield Beach, Broward County, Florida, consisting of approximately three and seventy-five hundredths (3.75) acres, and more particularly described on Exhibit “A”, attached hereto and incorporated herein, (Parcel ID number of 4842 12 53 0010) (the “Property”), together with all rights, privileges, and easements appurtenant to and improvements located on the Property that are owned by Seller. Seller shall not be obligated to convey to Buyer any titles, right or interest not obtained by Seller solely as a consequence of its ownership of the Property (such as, but not limited to, rights or interests held by Seller before Seller’s acquisition of the Property, or obtained by Seller as a consequence of its ownership of other property).

1.2 Referendum Election Approval Contingency. The Parties acknowledge that the sale transaction contemplated by this Agreement is subject to approval by a majority of the qualified electors of the City voting in the Referendum Election. If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein.

ARTICLE 2. PURCHASE PRICE.

2.1 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is Six Million Five Hundred Thousand and 00/100 Dollars (\$6,500,000.00), which shall be paid by Seller to Buyer on the Closing Date (as hereinafter defined) in cash in the form of a wire transfer as set forth in this Article 2.

2.2 Deposits.

2.2.1 *Deposit upon Referendum Approval.* In the event the sale of the Property is approved at the Referendum Election scheduled for March 14, 2023, Buyer shall deposit the sum of Three Hundred Twenty Five Thousand Dollars (the “**Deposit**”), within three business days of such approval, with the Escrow Agent, as defined in this Agreement to be held and disbursed by Escrow Agent in accordance with the terms, conditions and provisions of this Agreement. The Deposit shall be held in a non-interest bearing account with a banking institution insured by the Federal Insurance Corporation. The Deposit shall be credited towards the purchase price at Closing. After the expiration of Due Diligence Period (defined below), the Deposit shall not be refundable to Buyer,

and shall be fully earned by Seller, except (i) if Buyer terminates this Agreement pursuant to Article 6.5 or 7.4 of this Agreement, or (ii) as otherwise provided in this Agreement.

2.2.2 *Previous Deposits.* Buyer previously paid to the Seller the sum of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00), which consisted of a Twenty Five Thousand and 00/100 Dollars (\$25,000.00) ITN fee (the “**ITN Deposit**”) and an Eighty Thousand and 00/100 Dollars (\$80,000.00) referendum deposit (the “**Referendum Deposit**”). The ITN Deposit and Referendum Deposit shall be non-refundable, except that the Referendum Deposit shall be refundable if the sale of the Property is not approved at the Referendum Election on March 14, 2023. Buyer shall not receive any credit towards the Purchase Price at closing for the ITN Deposit or the Referendum Deposit.

2.3 *Cash Payment at Closing.* On the Closing Date, Buyer shall pay to Seller the Purchase Price, of which the Deposit shall constitute a part and be applied to reduce the Purchase Price, subject to any prorations and adjustments as required by this Agreement, by confirmed wire transfer. This transaction is an all cash sale and not subject to financing.

ARTICLE 3. CLOSING.

3.1 *Escrow Agent.* The escrow agent shall be as defined in Article 15.18 of this Agreement (the “**Escrow Agent**”).

3.2 *Closing.* The Closing of title (the “**Closing**”) shall take place on or before sixty (60) days following the last to occur of: (i) the Final, non-appealable, Land Use, Rezoning and Site Plan Approval of the Development by the City of Deerfield Beach in a manner substantially consistent with the Development Proposal; and (ii) the Final, non-appealable, Land Use Approval and Plat Approval of the Development by the Broward County Commission in a manner substantially consistent with the Development Proposal, (collectively the “**Final Development Approvals**”); (the “**Closing Date**”) at the offices of Buyer’s Attorney, Becker & Poliakoff, P.A., Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301, or such other location as is mutually agreed upon by the Parties.

3.3 *Closing Costs.* Seller shall pay the following costs in connection with the Closing: (i) the documentary transfer taxes on the Warranty Deed, (ii) the cost of the title abstract or the cost of providing the title commitment, (iii) the cost of curing title defects, if any, that Seller elects to attempt to cure, including but not limited to, the cost of obtaining and recording any corrective instruments, such as, satisfactions, releases, partial releases, disclaimers or the like; and (iv) Seller’s own attorney’s fees.

Buyer shall pay the following costs in connection with the Closing: (i) the cost of recording the Warranty Deed, (ii) documentary stamp tax, intangible tax and recording fees related to any note and mortgage, (iii) the Buyer’s Owner’s Title Insurance Policy and Loan Title Insurance Policy, if any, and (iv) Buyer’s own attorney’s fees.

3.4 Prorations. The following items, to the extent applicable, shall be prorated on the Closing Date: current real estate and personal property taxes (“Taxes”), applicable to the Property for the year of Closing using the maximum discount, if applicable, and if the tax statement is not available during the year of Closing the tax figures for the prior year will be used for the proration. Seller shall be obligated to pay to Buyer for all Taxes due, if any, prior to the Closing Date, as applicable. All prorations made hereunder shall be based on the number of days of ownership of the Property in the period applicable to the proration. If any proration under this Agreement is based on an estimate, either Party upon written notice to the other Party, shall be entitled to a new re-proration and any payment required as a result of the re-proration shall be made within ten days following demand. All other prorations and adjustments shall be final.

ARTICLE 4. DELIVERY OF DOCUMENTS.

4.1 Delivery by Seller at Closing. At or prior to the Closing, Seller shall deliver the following closing documents to Buyer:

4.1.1 A Special Warranty Deed conveying title to the Property, in recordable form (the “Deed”), subject only to the Permitted Exceptions (as hereinafter defined).

4.1.2 A Bill of Sale to the Personal Property, if any.

4.1.3 A No Lien Affidavit from Seller attesting that (a) no individual, entity or governmental authority has any claim against the Property under the applicable Florida Construction Lien Law, (b) no individual, entity or governmental authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made.

4.1.4 A “Gap Affidavit” in form and content reasonably satisfactory to Buyer’s title insurer to allow the title agent to insure the gap period in accordance with applicable Florida Statutes.

4.1.5 A Seller’s non-foreign affidavit, under penalty of perjury, including Seller’s United States Taxpayer Identification Number and permanent mailing address, stating that Seller is not a foreign person, as required under Internal Revenue Code, Section 1445(b)(2).

4.1.6 Resolution authorizing the sale and transfer of the Property and the execution of all closing documents. The Resolution shall be in recordable form to comply with the applicable statutes.

4.1.7 Such other documents as Buyer or title underwriter may reasonably request in order to consummate the transaction herein contemplated, if Seller is legally capable of providing same.

4.1.8 DR-219. If applicable, the Florida Department of Revenue Return for Transfer of Interest in Florida Real Property.

4.2 Copies of Seller's closing documents shall be delivered to Buyer's attorney for review not less than five (5) days prior to Closing.

4.3 Delivery by Buyer at Closing. At Closing, Buyer shall execute and deliver to Seller the following items:

4.3.1 The cash portion of the Purchase Price;

4.3.2 Buyer shall cause Escrow Agent to issue its wire transfer for the Deposit to Seller;

4.3.4 Corporate Resolution evidencing Buyer's power and authority to enter into this Agreement and consummate the transaction herein contemplated.

4.3.5 Closing Statement; and

4.3.6 Such additional documents as Seller may reasonably deem necessary or proper to carry out this Agreement.

4.4 Copies of Buyer's closing documents shall be delivered to Seller's attorney for review not less than five (5) days prior to Closing.

ARTICLE 5. TITLE AND SURVEY MATTERS.

5.1 Status of Title. Seller shall convey to Buyer good, marketable and insurable title to the Property by means of a Special Warranty Deed in a recordable form (the "Deed") free and clear of all claims, liens and encumbrances, except for the following items: (i) current real property taxes and assessments not delinquent, (ii) items shown on the title commitment which are approved by Buyer, (iii) the Title Company's standard exceptions (as many as possible of which shall be deleted on the final policy), (iv) all laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations, (v) matters which would be disclosed by an accurate survey of the Property which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence

Period ends, all objections to Survey matters not preserved as a title defect will be deemed waived; (vi) restrictions, easements, reservations, covenants, agreements, limitations and other matters of record (collectively, the “Restrictions”), which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to the Restrictions not preserved as a title defect will be deemed waived; and (vii) such other matters or exceptions, which have been approved by Buyer on or before the expiration of the Due Diligence Period; after the Due Diligence Period ends, all objections to such matters and exceptions not preserved as a title defect will be deemed waived (the “Permitted Exceptions”).

5.2 Preliminary Title Report. The Buyer’s Attorney, Becker & Poliakoff, P.A., Attention: Jennifer Bales Drake, Esq., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, Florida 33301, shall obtain a title commitment from a nationally recognized title insurance company acceptable to Buyer’s Attorney, in her discretion, showing status of title as of date of such title commitment (the “**Title Commitment**”). Buyer shall be responsible for any certified updates to title or for procuring copies of any documents reflected in any prior title policy or certified update and Seller shall pay Buyer up to One Thousand Dollars (\$1,000.00) in total for all of such costs. Seller shall pay for the cost of an initial municipal lien search (“**Municipal Lien Search**”), which shall be conducted by Buyer no later than thirty (30) days after the Effective Date, and an updated Municipal Lien Search prior to Closing.

5.3 Survey. Prior to execution of this Agreement, Seller has delivered its existing survey of the Property to Buyer. Buyer, at its sole option and sole cost, may cause a survey of the Property to be made or updated by a land surveyor or engineer registered and licensed in the State of Florida and in accordance with all requirements for a survey under Florida law (the “**Survey**”). Buyer shall notify Seller, in writing, and within the Due Diligence Period of Buyer’s specific objections to the Survey. Buyer shall notify Seller of such defect within fifteen days after receipt of the Survey, (“**Survey Defects**”) which survey defect will be treated as a Title Defect as provided in Article 5.4 below only if they include encroachments, easements or conditions which render Seller’s title other than good and marketable or are otherwise not listed as a Permitted Exception. Upon Seller’s failure to cure Survey Defects to which proper objection has been made by Buyer, then such Survey Defects shall be addressed as a Title Defect under Paragraph 5.4 below and this shall be the sole remedy of Buyer in the event of the occurrence of Survey Defects.

5.4 Defects and Cure. Buyer shall have thirty (30) days from Buyer’s Attorney’s receipt of the Title Commitment from the title company to examine title. If title is found defective, Buyer shall, within forty (40) days after Buyer’s Attorney’s receipt of the Title Commitment from the title company, notify Seller in writing of the specific title defect(s). Seller may, but has no obligation to, correct such defect(s) within sixty (60) days from its receipt of the notice from Buyer. Buyer, at its option, and at Seller’s request may extend the time to cure the defect and the Closing Date by a period of time equal to the period of time that is required to cure the title defect not to exceed one hundred twenty days. If Seller is not successful in removing the defect(s) within that time, Buyer shall have the option, in its discretion, of either accepting the title in its existing condition and closing in accordance with the terms of this Agreement or terminating this Agreement by written notice of termination to Seller. Any attempt by Seller to cure an objection shall not be construed as

an admission by Seller that such objection is one that would give Buyer the right to refuse to close hereunder. Seller shall be obligated to cure all monetary liens before or at Closing from the closing proceeds (e.g., mortgages, or construction liens), but shall have no obligation to cure any other matter, and, except to the extent the Seller has voluntarily encumbered the Property after the date hereof, no failure by Seller to cure or satisfy an objection shall be deemed a default of Seller hereunder. Upon the termination of this Agreement pursuant to this Section of this Agreement, Escrow Agent shall return the Deposit to Buyer, and, thereafter, Buyer nor Seller shall have any further rights or obligations hereunder.

5.5 Buyer's Title Insurance Policy. Buyer shall obtain, at Buyer's cost, an ALTA Owner's Policy of Title Insurance ("Buyer's Title Insurance Policy"), issued by a nationally recognized title insurance company (the "**Title Company**"), with liability in the amount of the Purchase Price, insuring Buyer's title in the Property free and clear of all liens and encumbrances excepting only the Permitted Exceptions.

ARTICLE 6. INVESTIGATION PERIOD.

6.1 Due Diligence Period. From the date the City Commission of Seller approves this Agreement (the "Approval Date") and terminating at 5:00pm EST on the day that is sixty (60) days after the Approval Date (the "**Due Diligence Period**"), Buyer shall conduct such inspections and investigations, subject to the terms of this Article, as Buyer may deem necessary to determine, whether the Property is suitable for Buyer's intended use of the Property.

6.2 Seller's Delivery of Property Records. Prior to the execution of this Agreement, the City has delivered the following evaluation materials in the City's possession, relating to the Property, to the Seller:

1. FEMA – Letter of Map Revision Determination Document
2. PZR Report as to Zoning Certification– 1045 SW 11th Way.
3. Construction Drawings - D0461 20-inch Force Main – 10 St. and D-1649 SW 11 Way Water Main Extension
4. Deerfield FAU Survey.
5. Drawing for Deerfield Sanitary 14
6. Deerfield Quit Claim Deeds and Plat
7. Deerfield Water Distribution
8. Deerfield Beach Due Diligence/Desktop Archaeological Assessment Report
9. City of Deerfield Beach Drain Main Map
10. Deerfield Beach FAU – Plat 2
11. SW 11 Way NE Consistency Letter - Clearance to Proceed with Federally Insured Loan and Grant Project Requests
12. SW 11 Way Survey – NW Corner SW 10 Street Topographic Survey
13. SW 11 Way - Soil Report

Throughout the term of this Agreement prior to the Closing Date, Seller shall deliver to Buyer copies of all the following documents, if received by the Seller from the time of execution this Agreement until closing, relating to the Property (if applicable) (a “Governmental Notice”): material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence), from a Governmental Authority (as defined below) which discloses (i) claims, allegations or adverse information that the Property violates any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement or other direction or requirement of any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them (“Governmental Authority”) now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property (“Governmental Requirement”), (ii) claims that there is hazardous or toxic waste on or about the Property, or (iii) claims that there are defects, deficiencies or hazardous conditions in or on the Property.

6.3 Buyer’s Inspection of Property. During the Due Diligence Period, Buyer or Buyer’s representative shall have the right, at Buyer’s sole cost and expense, to enter upon the Property, during reasonable business hours after giving a reasonable notice to Seller, to make all inspections and investigations of the condition of the Property which it may deem necessary, including, but not limited to, structural investigation and testing, soil borings, percolation tests, environmental assessments, engineering and topographical studies, and investigations of the availability of utilities, (“**Property’s Physical Condition**”), which inspections shall be subject to the conditions set forth in this Article 6. Buyer agrees that it shall not cause any injury, loss or damage resulting from any negligent act on the part of the Buyer from any activities permitted by this Article 6. If Buyer does not terminate this Agreement pursuant to Article 6.5, from the end of the Due Diligence Period until the Closing Date, Buyer or Buyer’s representative shall have the right to enter upon the Property, during reasonable business hours after giving reasonable notice to Seller and to make all inspections and investigations of the condition of the Property which it may deem necessary”), which inspections shall be subject to the conditions set forth in this Article 6 and shall have no effect on the time period of Buyer’s right to terminate this Agreement under Article 6.5.

6.4 Environmental Assessment. During Buyer’s Due Diligence Period, Buyer shall have the right, at its expense, and during normal business hours to conduct or cause to be conducted any and all environmental assessments which Buyer deems necessary, at Buyer’s sole determination, of the Property. If the environmental assessments disclose any condition not acceptable to Buyer in Buyer’s sole discretion, Buyer shall notify Seller of such condition in writing within the Due Diligence Period (the “Environmental Condition Notice”). Seller shall, within ten (10) days of receipt of a timely Environmental Condition Notice, notify Buyer in writing either (a) that it will remedy the environmental condition(s) objected to, or (b) that it will offer the Property to Buyer subject to the environmental condition (the “Seller’s Response Notice”). In the event an Environmental Condition Notice is timely submitted to Seller, the Due Diligence Period shall be extended for a period that ends ten (10) days after the Seller’s transmittal of the Seller’s Response Notice to Buyer.

6.5 Buyer's Right to Terminate as to Property's Physical Condition. During the Due Diligence Period, if the Buyer determines, in its reasonable discretion, that the Property's Physical Condition is not suitable for the Development, the Buyer may terminate this Agreement by providing written notice of such determination and the basis of such determination to the Seller within the Due Diligence Period. Upon receipt of such timely filed termination notice, the Escrow Agent shall return to Buyer the Deposit, and this Agreement shall become null and void. If Buyer fails to notify Seller of its termination of this Agreement as set forth in this Article 6.5, then Buyer shall be deemed to have waived its right of termination under this Article 6.5.

6.6. Buyer hereby agrees that: (i) except as specifically provided herein, the costs and expenses of Buyer's investigation shall be borne solely by Buyer, (ii) Buyer shall not commit waste to or injure the Property, (iii) Buyer shall not permit any construction liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with any studies or tests conducted pursuant to this Article. In the event the transaction contemplated by this Agreement does not close, Buyer shall restore the Property to the condition in which it existed prior to Buyer's entry thereon and inspection thereof.

6.7 Buyer shall indemnify Seller for any and against all liability, including, but not limited to, bodily injury or damage to Property (including the Property itself), arising out of Buyer's inspections of the Property. Buyer shall also indemnify Seller for liens, claims or liability which may be filed or result against the Property by persons or entities employed or contracted by Buyer to perform inspections of the Property. This indemnity shall survive termination of this Agreement.

ARTICLE 7. ENTITLEMENTS.

7.1 Final Site Plan. Within one hundred twenty (120) days from the approval of the Property sale at the Referendum Election, Buyer shall submit to the City, a preliminary site plan for the construction of the improvements on the Property in accordance with the plans submitted to the City in accordance with Buyer's Development Proposal.

7.2 Entitlement Period. Commencing on the day after the date that the Due Diligence Period expires, the Buyer will have fifteen months, subject to extension by the Parties, as provided herein, (the "**Entitlement Period**") for Buyer to obtain the Final Development Approvals. During the Entitlement Period, Buyer shall diligently pursue such Final Development Approvals with plans generally consistent with the Development Proposal and Development.

7.3 Cooperation. Buyer and Seller acknowledge that certain development applications for the Development will require approval by Broward County, including for land use amendment and plat applications, and the City. In that the Seller is the owner of the Property and the Buyer will be the entity responsible for obtaining the Final Development Approvals, the Seller will cooperate with the Buyer to execute all the necessary development related applications and paperwork for the Development as owner of the Property (which execution shall not be unreasonably delayed). Seller shall diligently review and evaluate the Development applications or petitions that are required to be processed by the City, in accordance with all applicable City codes and regulations and Florida law,

and Buyer shall diligently respond to the Seller's review comments generated from Seller's review of such applications.

7.4 Buyer's Right to Terminate as to Final Development Approvals. Provided that Buyer has diligently pursued the Final Development Approvals for the Development, and in the event any of the Final Development Approvals are denied by the applicable governmental entity with jurisdiction during the Entitlement Period, Buyer may elect to terminate, in its sole discretion, this Agreement by providing written notice to Seller during the Entitlement Period (the "**Development Approval Option to Terminate**"). If the Entitlement Period is extended pursuant to Section 7.6 or otherwise by the Parties, the Development Approval Option to Terminate period shall be extended to run concurrent with the extended Entitlement Period.

7.5 Seller's Right to Terminate. Seller may elect to terminate, in Seller's sole discretion, this Agreement by providing written notice to Buyer, if:

- a) Buyer fails to execute a Development Agreement, in a form reasonably acceptable to the Buyer's counsel and the City Attorney, prior to or at the time of obtaining the Final Development Approvals, that obligates the Buyer to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements, including but not limited to park and infrastructure improvements, during Buyer's development of the Property, and provide security to the Seller for Buyer's performance of such obligation (the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties). If the Seller elects to terminate this Agreement under this Article 7.5(a) and provided that Buyer's failure to execute the required Development Agreement is through no fault of Seller and the Final Development Approvals were not denied during the Entitlement Period for a reason other than failure to execute the Development Agreement, the Seller shall be entitled to the Deposit as liquidated damages and the Parties shall have no further obligations under this Agreement (except for Buyer's obligation to indemnify Seller as provided in Articles 6.7 and 15.23 herein); or
- b) Buyer fails to obtain the Final Development Approvals within the Entitlement Period; if the Seller elects to terminate this Agreement under this Article 7.5(b), the Buyer shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement (except for Buyer's obligation to indemnify Seller as provided in Articles 6.7 and 15.23 herein); or
- c) Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or Buyer's financing for improvements required under the Development Approval is terminated; if the Seller elects to terminate this Agreement under this Article 7.5(c), the Buyer shall be entitled to the Deposit and the Parties shall have no further obligations under this Agreement (except for Buyer's obligation to indemnify Seller as provided in Articles 6.7 and 15.23 herein).

7.6 Extension of Entitlement Period. Provided that Buyer is diligently pursuing the Final Development Approvals during the Entitlement Period and provides reasonable supporting documentation to the Seller's City Manager verifying same, the Entitlement Period provided in Article 7.2 above shall automatically be deemed extended for up to an additional six months (for a total of 21 months from the day after the date that the Due Diligence Period expires) in order to provide Buyer more time to continue to diligently pursue and obtain the Final Development Approvals. Any further extension of the Entitlement Period shall require prior written agreement by the Parties.

ARTICLE 8. SELLER WARRANTIES.

8.1 Seller's Warranties. Seller makes the following warranties to Buyer, each of which shall be true as of the Closing Date:

8.1.1 Seller is the sole owner of the Property, has good, indefeasible and marketable title to the Property, free and clear of all liens, encumbrances and other matters except the Permitted Exceptions and has full power, authority and right to execute, deliver and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller.

8.1.2 To the best of Seller's knowledge, hazardous substances have not been used, generated, transported, treated, stored, released, discharged or disposed of in, onto, under or from the Property by Seller or agent of Seller. To Seller's knowledge, the Property is not in violation of any Hazardous Substance Laws and Seller has received no written or oral notice or other communication of pending or threatened claims, actions, suits, proceedings or investigations against Seller, the Property or any occupant of the Property related to alleged or actual violations of Hazardous Substance Laws.

8.1.3 The Seller is not aware of violations of federal, state and local environmental laws, rules, regulations, codes or ordinances with respect to the Property.

8.1.3 The Seller is not aware of environmental and/or hazardous waste contamination on the Property.

8.1.4 The Property is not in violation of any building, zoning, or fire codes.

8.1.5 The zoning of the Property is such as to allow the present use of the Property.

8.2 Seller's Representations. Seller does hereby represent to Buyer that:

8.2.1 Seller has not received any notice, written or otherwise, from any governmental or quasi-governmental agency requiring the correction of any existing condition with respect to the Property by reason of a violation of any regulation or otherwise;

8.2.2 Seller has not received notice of any pending or contemplated condemnation action with respect to the Property; and

8.2.3 Seller is not aware of any claims or actions or threats of action pending against the Property or Seller that would limit or prohibit Seller from performing under the terms, covenants and provisions of this Agreement.

8.2.4 There are no outstanding or unperformed contracts for improvements or repairs to the Property, or any unpaid or disputed bills for labor, materials or services in connection with any repairs or improvements to any portion of the Property.

8.2.5 There are no outstanding management contracts relating to the Property.

8.2.6 Seller has exclusive possession of the Property and there are no tenants in possession or with a right to possession of the Property or any portion thereof.

8.2.7 At closing there will be no unpaid bills or claims for labor performed, services rendered or materials furnished or contracted to be performed or furnished upon the Property and there will be no unpaid taxes of any kind that might become a lien upon the Property, except the ad valorem real estate taxes for the year of closing which are not yet due and payable; and provided any such matters exist, Seller agrees to transfer such matters to bond or to pay them at the closing.

8.2.8 Seller shall not commit or suffer any waste of or to the Property.

8.2.9 There is no pending or to the best of Seller's knowledge any threatened, litigation against Seller that could result in a judgment lien against the Property.

8.2.10 There are no public special improvement district liens against the Property for any improvements on or benefitting the Property, nor to the best of Seller's knowledge any work pending or authorized but not yet commenced as of the date hereof which would result in the creation of any lien for such improvements, including but not limited to water, sewer, paving, drainage, electrical, gas or other public or community improvement which may give rise to any such lien.

8.2.11 No portion of the Property is being acquired by a governmental authority in the exercise of its power to condemn or to acquire through eminent domain or private purchase in lieu thereof nor, to the best of Seller's knowledge, are any of these proceedings or actions in existence or pending with respect to the Property.

8.2.12 Seller has disclosed to Buyer all Governmental Notices (as defined in Article 6.2) with respect to the Property to which Seller has received from the time of execution of this Agreement through the Closing.

8.3 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Agreement are not true on the Effective Date or at any time thereafter or at Closing, Buyer may either: (a) terminate this Agreement by written notice thereof to Seller in which event the Deposit shall be returned to Buyer and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Agreement notwithstanding the failure of such representation and warranty, and the Seller shall have no further liability to Buyer hereunder.

ARTICLE 9. BUYER WARRANTIES. Buyer represents and warrants to Seller (the following being hereinafter sometimes referred to as "Buyer's Warranties") that:

9.1 Authority to Execute. The execution of this Agreement, the delivery by Buyer to Seller of all monies, items and documents provided for herein, Buyer's performance hereof and the transactions contemplated hereby have been duly authorized by the requisite action on the part of Buyer. The party executing this Agreement on behalf of Buyer has been duly authorized and empowered to bind Buyer to this Agreement. This Agreement constitutes valid and binding obligations of Buyer and is enforceable against Buyer in accordance with its terms.

9.2 No Encumbrance. Buyer shall neither encumber nor cause any liens to be created against the Property in any way, nor record this Agreement or a memorandum hereof, prior to the Closing.

9.3 Assignees. Any assignee or designee of any of Buyer's rights and interests under this Agreement, upon the date of such assignment or designation and by its acceptance of such assignment or designation, hereby makes representations and warranties for the benefit of Seller, as to its type and state of organization or formation and its authority, of the same nature as those made by Buyer under this Article 9.

9.4 Community Enhancements. Buyer agrees to provide, during the term of the development of the Property, Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer's development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of development agreement to be negotiated between the Parties and executed prior to Closing.

9.5 Property Development. Buyer shall submit development approval applications to the City and Broward County (consistent with the time frames provided for herein) for Development of the Property in a manner consistent with Buyer's Development Proposal. Buyer

represents to Seller that Buyer will diligently pursue the Final Development Approvals for Development on the Property.

ARTICLE 10. BUYER'S CONTINGENCIES.

10.1 Buyer's Contingencies. Buyer's obligation to purchase the Property and close the transaction pursuant to this Agreement is expressly contingent upon satisfaction of the following conditions ("**Buyer's Contingencies**") and Buyer shall have no obligation to close under this Agreement unless all the following conditions have either been satisfied or waived by Buyer:

10.1.1 Approval of Development. Buyer's obtaining the Final Development Approvals within the time periods set forth in this Agreement, as such time periods may be extended upon mutual written agreement by the Parties;

10.1.2 Title Materials. Buyer's approval of the items on the Title Commitment or waiver of any objections thereto pursuant to Article 5 hereof;

10.1.3 Compliance with Covenants. Seller shall have performed all of Seller's obligations required by this Agreement to be performed by Seller prior to the Closing Date;

10.1.4 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents required to be delivered to Buyer at the Closing pursuant to this Agreement;

10.1.4 No Prior Termination. This Agreement shall not have been previously terminated pursuant to any other provision hereof;

10.1.5 Representations and Warranties. All of Seller's representations and warranties shall be true and correct;

10.1.6 Status of Title. The status of title to the Property shall be as required by this Agreement.

10.2 Time Periods. Buyer agrees to act reasonably and expeditiously in approving or disapproving Buyer's Contingencies.

10.3 Remedies. If the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period not to exceed forty-five (45) days until such time as the conditions have been satisfied. This option is a continuing option and not an election of remedies; therefore, at any time after the Closing Date if the conditions to Buyer's obligations to close have not been satisfied, Buyer can elect to terminate this Agreement and pursue its remedies against Seller as elsewhere provided in this Agreement.

ARTICLE 11. SELLER'S CONTINGENCIES.

11.1 Seller's Contingencies. Seller's obligation to sell the Property pursuant to this Agreement is expressly contingent upon satisfaction of each of the following conditions ("**Seller's Contingencies**") and Seller shall have no obligation to close under this Agreement unless all the following conditions have been satisfied or have been waived by Seller:

11.1.1 Referendum Approval. Buyer acknowledges that the Property sale transaction contemplated by this Agreement is, pursuant to Section 7.09 of the City of Deerfield Beach Charter, contingent upon approval of the voters at a referendum election to be held on March 14, 2023 (the "Referendum Election"). If the sale contemplated herein is not approved by the voters at the Referendum Election, this Agreement shall immediately terminate, Seller shall return the Referendum Deposit to Buyer within 30 days of the Referendum Election, and Buyer and Seller shall have no further obligations under this Agreement, except as expressly provided herein;

11.1.2 Payment and Documents. Delivery and execution by Buyer of all monies, items, and any other instruments required to be delivered and paid by Buyer herein to Seller;

11.1.3 Buyer's Warranties. Buyer's Warranties must be and remain true and correct as of the Closing.

ARTICLE 12. CONDEMNATION OF THE PROPERTY; CONDEMNATION.

12.1 Taking or Condemnation. If, between the Effective Date of this Agreement and the Closing Date, a taking or condemnation of a portion of the Property is threatened, or commenced, Buyer may elect, by providing written notice within ten days after receipt of notice from Seller of such taking or condemnation accompanied by information regarding the amount and payment of condemnation proceeds, to terminate this Agreement or to purchase the Property whereupon Seller shall assign all of Seller's interest in and to all condemnation proceeds.

12.2 Termination Due to Taking or Condemnation. If, as a result of taking or condemnation of the Property, Buyer elects to terminate this Agreement as provided above, this Agreement shall be of no further force and effect, and Escrow Agent is hereby authorized and instructed to return the Deposit to Buyer.

12.3 Condemnation Awards. If Buyer elects to purchase the Property despite such taking or condemnation, Seller shall assign its rights to Buyer and Buyer shall be entitled to receive any condemnation awards payable as a result of such taking or condemnation.

ARTICLE 13. MAINTENANCE AND MANAGEMENT OF THE PROPERTY.

13.1 Seller will Continue to Maintain. From the date of this Agreement until the Closing Date, Seller agrees to continue to manage and maintain the Property using reasonable efforts consistent with the management standards Seller has employed in managing and maintaining the Property prior to the date of this Agreement.

13.2 Seller will not Enter into Long-Term Contracts. Prior to Closing Date, Seller will not, without Buyer's prior written consent: (i) enter into or renew any contract or agreements pertaining to services on or about the Property, or the management or maintenance of the Property, which will expire more than thirty days after the Closing Date or cannot be terminated at no cost to Buyer with thirty days' notice after the Closing Date, or (ii) renew or enter into any leases or rental agreements for all or any portion of the Property.

13.3 Seller to Fully Insure. From the date of this Agreement until the Closing Date, Seller shall keep all existing liability insurance coverages for the Property that are currently in effect, if any, in full force and effect. Additionally, Seller agrees not to lower any amounts of existing coverage or materially change any existing policies or coverages, if any, for the Property.

ARTICLE 14. DEFAULT

14.1 Buyer's Default. In the event that the Buyer fails to close for any reason except for denial of any Final Development Approvals, or the failure of Seller to satisfy any conditions to Buyer's obligations set forth herein, Seller shall be entitled to receive the Deposit as liquidated damages, and thereafter, neither Buyer nor Seller shall have any further obligation under this Agreement. The parties agree that is a reasonable sum considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to Seller that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. Each party specifically confirms the accuracy of the statements made above and the fact that each party was represented by counsel who explained the consequences of this liquidated damages provision at the time this Agreement was made. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

14.2 Seller's Default. In the event Seller shall fails to convey title to Buyer pursuant to this Agreement for any reason except Buyer's default or the failure of Buyer to satisfy any of the conditions to Seller's obligations set forth herein, Buyer may, in its sole discretion, (a) be entitled to seek specific performance of this Agreement, including for performance of Seller's obligations under Section 7.3 of this Agreement; or (b) elect to terminate this Agreement and receive a refund of the Deposit, in which event neither Buyer nor Seller shall have any further rights or obligations hereunder.

ARTICLE 15. MISCELLANEOUS.

15.1 Survival of Conditions. The covenants, agreements, warranties and representations made by Buyer and Seller herein shall survive the Closing.

15.2 Brokerage Commissions. Seller utilized a real estate broker, Colliers, ("Seller's Broker") in connection with the sale of the Property and Seller shall be responsible for payment of any real estate brokerage fees or commissions due to Seller's Broker in connection with this transaction. Buyer represents and warrants to Seller that there is no real estate broker representing Buyer with respect to this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. The provisions of this Section shall survive the closing or termination of this Agreement.

15.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns, which assignment shall be only in accordance with Section 15.4.

15.4 Assignment and Sale. Buyer may assign its rights under this Agreement to a wholly owned subsidiary or newly formed corporation owned by the Buyer or the principals, or majority owners of Buyer, provided that such assignment shall be subject to the Seller's prior written approval, which shall not be unreasonably withheld or delayed but may be conditioned upon Buyer providing written documentation of the proposed assignee's financial capacity and ability to perform under the terms of this Agreement.

15.5 Community Enhancements. Buyer agrees to provide Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in community enhancements during Buyer's development of the Property, including but not limited to park and infrastructure improvements, with the details and completion of such community enhancements to be in accordance with the terms of a development agreement to be negotiated between the Parties. This provision shall survive the Closing.

15.6 Entire Agreement. This Agreement and the Exhibits attached hereto contain the entire Agreement between Buyer and Seller and supersede all prior agreements, whether written or oral. The Exhibits attached hereto are hereby incorporated herein by reference as if set forth herein in full. Neither this Agreement nor any of its provisions may be changed, amended, waived or otherwise modified, other than by an agreement in writing duly executed by or on behalf of the party against whom enforcement of any change, amendment, waiver, modification, consent or discharge is sought.

15.7 Time of Essence. Time is of the essence of this Agreement and of each and every term, condition, obligation and provision hereof.

15.8 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.9 Attorneys' Fees. In the event of any action, suit or other proceeding to enforce this Agreement or arising out of the breach of any of its covenants, conditions, agreements or provisions, each Party shall be responsible for their own costs and expenses of suit, including attorneys' fees, incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

15.10 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations required under this Agreement or by law by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if personally served, or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by reasonably reliable courier service providing overnight or sooner delivery, postage prepaid, and addressed as follows:

To Buyer: MBA Development Partners of Florida, LLC
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, FL 33316
Attn: Mario Caprini & Robert Sherman

With a copy to: Becker & Poliakoff, P.A.
1 East Broward Blvd., #1800
Fort Lauderdale, Florida 33301
Attn: Jennifer Bales Drake, Esq.

To Seller: City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
Attn: David Santucci, City Manager

With a copy to: Weiss, Serota, Helfman, Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Attn.: Anthony Soroka, Esq., City Attorney

To Escrow Agent: Becker & Poliakoff, P.A.
1 East Broward Blvd., #1800
Fort Lauderdale, Florida 33301
Attn: Jennifer Bales Drake, Esq

The effective date of delivery of any such notice or other item shall be: a) the date of personal service; b) the delivery date on the return receipt; or c) the day of deposit, postage prepaid, with a reasonably reliable courier service providing overnight or sooner delivery, whichever is applicable. The parties may designate any other address for the service of notices by furnishing same in accordance with this Paragraph.

15.11 Invalid Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, unenforceable or illegal in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been set forth. I

15.12 No Waiver. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement and shall not be considered a waiver of any other covenant, condition or promise. The waiver shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude any other remedy unless such remedy is expressly excluded.

15.13 Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida. Venue for any litigation arising from this Agreement shall be in Broward County, Florida.

15.14 Further Assurance. Each party agrees to cooperate with the other party and to execute such additional instruments and documents as may be reasonably necessary or proper in order to carry out the provisions of this Agreement.

15.15 Saturdays, Sundays, Holidays. If any date or time period specified herein shall be on or expire on a day which is a Saturday, Sunday or day which is widely recognized as a legal holiday in the state in which the Property is located, such date or time period shall be deemed to be or extend to the next immediately following business day.

15.16 Acceptance. This Agreement shall not be binding or enforceable against either party until fully executed by both Parties.

15.17 Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your County Public Health Unit. **(NOTE: This paragraph is provided for informational purposes pursuant to Section 404.056(8), Florida Statutes).**

15.18 Escrow Agent. The Escrow Agent under this Agreement shall be Becker & Poliakoff, P.A., 1 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301. Escrow Agent shall act as Escrow Agent and has executed this Agreement solely for the purpose of signifying its agreement to act as Escrow Agent under the terms of this Agreement. Escrow Agent is not a party to this Agreement. Escrow Agent's duties, obligations and liabilities hereunder are solely limited to the functions as required of it as Escrow Agent to receive and disburse funds as required under this Agreement. In the event of doubt as to Escrow Agent's duties or liabilities under this Agreement,

Escrow Agent may, in Escrow Agent's sole discretion, continue to hold the subject matter of this escrow until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto or Escrow Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute, and upon notifying the parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items theretofore delivered out of escrow. In the event of any suit wherein Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs including reasonable attorneys' fees and cost for post judgment proceedings, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Seller or Buyer of items subject to this escrow, unless such mis-delivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Buyer agrees that Escrow Agent may represent itself and may also represent Buyer with respect to this transaction and matters arising out of this transaction. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection from any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willfulness conduct or gross negligence, and Buyer and Seller agree to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of the Agreement, unless such act or omission is a result of the willfulness conduct or gross negligence of the Escrow Agent. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of this Agreement have been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; the sufficiency of the title to the property to be conveyed; nor as to the identity, authority, or rights of any persons executing same. The duties of the Escrow Agent shall be limited to the safekeeping of the deposit and to disbursement of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit in accordance with the provisions hereof, the Escrow shall terminate as regards this Agreement, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

15.19 Not Recordable. This Agreement shall not be recorded in the Public Records. Recording of same shall constitute a default by the recording party.

15.20 Development Applications. Notwithstanding any language in this Agreement, the City's consideration of any proposed land use amendments, rezoning, plat, site plan or any other development applications submitted to the City for the Property (collectively, the "City Development Applications") shall require public hearings and appropriate findings as to infrastructure, transportation/roads, schools, utilities (which shall be deemed to include potable water, sanitary sewer and drainage as well as necessary power service), public safety facilities and all other matters relevant to such City Development Applications in support thereof. The approval of any proposed land use plan amendments or City Development Applications is not mandated by this Agreement, nor is any other development approval, and is subject to the process as set forth under Florida law, after public hearings and appropriate findings to support any such changes or applications.

15.21 Cost Recovery for City review of Development Applications. Buyer shall be responsible for all applicable cost recovery deposits and charges, pursuant to the applicable City Code provisions, related to costs incurred by the City in reviewing and processing any City Development Applications related to the Development (collectively, the "Cost Recovery Deposit").

15.22 Sovereign Immunity. Nothing in this Agreement shall constitute, or be construed as, a waiver of sovereign or qualified immunity by the Seller or as a waiver beyond the limits set forth in Florida Statute, Section 768.28, or of any defense available to the Seller as set forth in Section 768.28, Florida Statutes, or in any other provision under applicable law. Further, the sole and exclusive remedies available to Buyer against the Seller pursuant to this Agreement are strictly limited to those set forth in Article 14.2 and no waiver of immunity by the Seller shall be deemed, granted or implied.

15.23 Indemnification of Seller. Buyer shall indemnify and hold harmless Seller, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by (a) the negligence, recklessness or intentionally wrongful conduct of the Buyer, and other persons employed or utilized by the Buyer in the performance of this Agreement, or (b) the failure to obtain approval of the Property sale by a majority of the qualified voters of the City voting in an election as required under Section 7.09(2) of the City Charter. The provisions of this section shall survive the termination of this Agreement.

15.24 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR JURY ADVISORY COMMITTEE IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (a) THIS AGREEMENT, INCLUDING ANY EXHIBITS, OR SCHEDULES ATTACHED TO THIS AGREEMENT; (b) ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT; OR (c) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(Signature Page Follows on Next Page)

AGREEMENT FOR PURCHASE AND SALE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Witnesses:

Print Name: _____

Print Name: _____

BUYER:

MBA DEVELOPMENT PARTNERS OF FLORIDA, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Witnesses:

Print Name: _____

Print Name: _____

SELLER:

CITY OF DEERFIELD BEACH, a Florida Municipal
Corporation

By: _____
Name: _____
Title: _____
Date: _____

The escrow instructions set forth above are hereby acknowledged and accepted by:

_____, as Escrow Agent

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Legal Description

DEERFIELD BEACH FAU-PLAT 2 178-29B PARCEL A

Parcel ID No. 4842 12 53 0010

DRAFT



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1708

Agenda Date: 2/21/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking for Request for Proposals #22-10-PC for Enterprise Resource Planning Software System; authorizing the appropriate city officials to negotiate an agreement with the top ranked, responsive and responsible proposer, Tyler Technologies, Inc., in an amount not to exceed \$3,507,859.00; providing for implementation and an effective date. (Funds from Account #399-0600-513-64-10 - General Capital Project-Finance/Machinery)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$3,507,859.00

Account Name: General Capital Project-Finance/Machinery

Account Number: 399-0600-513-64-10

Background/History

The City faces similar challenges to other cities of its size and views this ERP Project as not only a strategy for modernizing its legacy technology systems, but also to streamline business processes, implement best practices, and provide staff with a tool to better manage ongoing challenges in an ever-evolving environment. While the City's existing system(s) have served the City for many years, missing functionality, lack of integration, and less than optimal configurations present obstacles in financial reporting, budgeting, procurement, payroll, and other functions.

Forthcoming Outcomes Anticipated

The ERP is a city-wide initiative intended to improve various functions that are currently outdated and disjointed. The selected ERP vendor will provide a software solution that will integrate several functions, simplifying daily tasks and enabling a more seamless and efficient delivery of City services. Below are *some* of the improvements anticipated once the new ERP system is fully implemented. They are grouped by functional areas of operation.

Accounting/General Ledger and Project/Grant Accounting

- Revise the City chart of accounts;
- Provide system produced reporting that is consistent with the GASB & GAAP reporting requirements to produce the Comprehensive Annual Financial Report (CAFR);
- Provide system produced reporting that is consistent with the State of Florida Uniform Accounting Standards;

- Reduce the use of spreadsheets at department level to track capital projects, budget availability, grants, and other reporting needs; and
- Use the system for enhanced reporting on budget status throughout the year.

Procurement/Accounts Payable

- Reduce direct payment of invoices and require approval before small dollar purchase is made;
- Better utilize procurement as an input for timely budget monitoring;
- Increase the number of vendors paid electronically;
- Increase p-card usage and transparency around p-card data through integration;
- System is used to monitor and manage spending on contracts/budgets; and
- Reduce external subsystem management of expenses.

Cashiering/Point of Sale

- Implement a cashiering system that allows for web payments;
- Reduce work effort required to manage deposits and perform bank reconciliation; and
- Identify common customers across multiple systems.

Capital Assets / Asset Management

- Track all City assets in one system;
- Provide tool for departments to track both capitalized and non-capitalized assets;
- City infrastructure assets are linked to City GIS; and
- City assets managed in third party asset management system utilize interface to assist with coordination of city-wide asset list.

Human Resources/ Position Control

- Define positions and job classifications that allow for efficient administration of personnel budget and position control;
- Track position history;
- Use the ERP system to manage one shared employee file between the human resources department and an employee's department;
- Implement electronic personnel action form;
- Centralized tracking of employee certifications and ongoing requirements to maintain certification;
- Implement time-entry processes for employees utilizing electronic timesheet or other electronic time collection device;
- Reduce unnecessary error correction with payroll; and
- Allow employees to charge labor costs to project and program.

ERP Project success will not only require implementation of a modern system, but also optimization of business processes with the objective of improving service delivery to residents and stakeholders.

Current Activity

A formal solicitation (Request For Proposals) was issued on August 11, 2022. Seven (7) proposals were received and the evaluation committee short listed responses down to the top 3 firms. Of the shortlisted firms, one failed to attend the demonstration and was withdrawn from continuing the process, leaving two short-listed firms for consideration. In late October-mid November, each firm provided multi-day, onsite demonstrations of their proposed software solutions before the Evaluation Committee and some city staff. The Evaluation Committee ranked the firms based on their demonstrations and determined to advance both firms to the next stage, which consisted of site visits of current product installations in neighboring cities.

Site visits were scheduled in January, which allowed Committee members and critical staff the opportunity to observe the various modules in a live environment. Subsequent to the site visit, vendor scoring was finalized and the Evaluation Committee ranked Tyler Technologies, Inc. as the highest ranked proposer. Below is a *tentative** timeline for the implementation of the ERP project, if the Commission approves the recommendation.

Action	Start	End
Contract Negotiations	March 2023	April 2023
Commission Approval of Contact	May 2023	
Project Kickoff	May 2023	
Implementation - Phase 1		
• Financial Module	May 2023	April 2024
Implementation - Phase II		
• HR Module/testing & data verification	November 2023	October 2024
Go-Live	November 2024	

Recommendation

It is recommended that the Commission approve the ranking and authorize negotiation of a contract with the first ranked proposer, Tyler Technologies, Inc. Following negotiations, staff will return to the Commission for consideration of award of the negotiated contract.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING FOR REQUEST FOR PROPOSALS #22-10-PC FOR ENTERPRISE RESOURCE PLANNING SOFTWARE SYSTEM; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO NEGOTIATE AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER, TYLER TECHNOLOGIES, INC., IN AN AMOUNT NOT TO EXCEED \$3,507,859.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 22-10-PC (the “RFP”) for the development and implementation of an enterprise resource planning software system to facilitate a software solution for financial reporting, budgeting, procurement, payroll and other functions, as further described in the RFP (the “Project”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun-Sentinel on August 11, 2022, and the notice was also sent to 245 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 17 firms viewed the RFP documents; and

WHEREAS, on September 14, 2022 at 4:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the seven (7) proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the first Evaluation Committee (the “Committee”) meeting was held on September 16, 2022 with the City’s consultant (GFOA), to provide guidance to the members of the committee on the evaluation criteria; and

WHEREAS, on September 23, 2022 and September 29, 2022, the Committee held meetings to hear introduction presentations from the Proposers; and

WHEREAS, on October 5, 2022, the Committee held a meeting to review the proposals, and scored and ranked the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the initial ranking, the Committee determined it was necessary to conduct demonstrations from the top three ranked proposers, which were shortlisted; and

WHEREAS, demonstrations were held during Committee meetings on November 7th and 8th, 2022, November 14th and 15th, 2022 and November 16th and 17th, 2022; and

WHEREAS, on November 21, 2022, the Committee held a meeting to discuss the demonstrations from the three short-listed proposers and re-scored the short-listed proposers based upon the weighted criteria stated in the RFP, and determined that one of the short-listed proposers, Highstreet IT Solutions, LLC, should not be moved on to the next stage of the process based upon their weighted scored and failure to appear for the demonstration segment; and

WHEREAS, the Committee made the determination that site visits should be conducted for the two remaining short-listed proposers and such visits were conducted on January 10th, 17th, and 19th, 2022; and

WHEREAS, following the site visits, the Committee held a meeting to discuss the two short-listed proposers and re-ranked the proposers based upon the weighted criteria in the RFP; and

WHEREAS, after the final Committee ranking, which ranked Tyler Technologies, Inc. (“Tyler”) one and Infor Public Sector, Inc. ranked two, (the “Ranking”) the Committee voted to recommend to approve the Ranking and authorize negotiations with Tyler, the top ranked, responsive and responsible Proposer; and

WHEREAS, Tyler’s proposal response is for an amount not to exceed \$3,507,859.00 for the Project (the “Total Project Cost”); and

WHEREAS, the Evaluation Committee recommends that the City Commission approve the Ranking and authorize negotiation of an agreement with Tyler for the Project.

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

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

Section 2. The City Commission hereby approves the Ranking, with Tyler Technologies, Inc. as the top ranked responsive and responsible Proposer.

Section 3. The City Manager or designee and City Attorney are hereby authorized to negotiate an agreement with Tyler for the Project in an amount not to exceed \$3,507,859.00, which agreement shall be consistent with the terms of the RFP.

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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Ron McKenzie, Chief Information Officer
FROM: Paul Collette, Senior Buyer
THRU: Bogdan Avasiloe, Purchasing Manager
DATE: January 31, 2023
RE: **Enterprise Resource Planning (ERP) Software System, RFP #22-10-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for the Enterprise Resources Planning (ERP) Software System, RFP #22-10-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On August 11, 2022 the RFP was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to two hundred forty-five (245) prospective Offerors via the e-Procurement Marketplace.
- Seventeen (17) vendors viewed the documents of the RFP.
- On August 18, 2022 at 11:00 a.m. EST, a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- Two (2) Addendums were issued to make additions, deletions and changes to the RFP documents.
- On September 14, 2022 at 4:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed seven (7) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the RFP requirements.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager (Ron McKenzie, Chief Information Officer; Sharon Haynes, Assistant Finance Director; Amanda Robin, Director of HR & RM; Samantha Gillyard, City Clerk - **Alternate**) received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- On September 16, at 1:45 p.m., Evaluation Committee meeting was held with the City's ERP consultant (GFOA) to provide guidance to the Evaluation Committee Members on the evaluation criteria for this RFP. There were no discussions on the proposals.
- On September 23, 2022 between 9:00 a.m. EST and 5:00 p.m. EST, Evaluation Committee was held with six (6) of the Proposers scheduled to provide an Introduction Presentation with the Evaluation Committee Members, in person and remotely via Zoom (Highstreet IT Solutions LLC; Oracle America, Inc.; SAP Public Services, Inc.; Infor Public Sector; Tyler Technologies; Edmunds GovTech). SAP Public Services, Inc. attended the Infor Public Sector did not attend the meeting for the presentation. The Evaluation Committee recommended to move forward with the Evaluation process without the presentation from Infor Public Sector. SAP Public Services, Inc. attended their scheduled meeting during the

- meeting one of their critical presenters was unable to communicate with the Evaluation Committee due to technical issues with Zoom. The Evaluation Committee recommended to reschedule their presentation at another date and time.
- On September 29, 2022 between 9:30 a.m. EST and 12:00 p.m. EST, Evaluation Committee was held with two (2) of the Proposers scheduled to provide an Introduction Presentation with the Evaluation Committee Members, in person and remotely via Zoom (Avaap USA LLC;
- On October 5, 2022 at 10:00 a.m. EST, **(Evaluation 1)**: Evaluation Committee was held to discuss the responsive proposals received after the Proposers Introduction Presentations phase of the evaluation process, and score and rank those proposals, shortlist the proposals, and decide on the next course of action. Each Evaluation Committee Member independently reviewed and scored the seven (7) responsive proposals in accordance with the weighted criteria stated in the RFP.
- The proposals were evaluated based on the following weighted criteria for each evaluation process (Evaluation 1: Initial Evaluation after the Proposers Introduction Presentations):

Criteria		
	Criteria	Weight
	Understanding of City's Needs /	7.5
	Software Functionality	15
	Implementation Approach	15
	Price	10
	Long Term Support / Business Continuity	7.5
	Security and Technical Administration	7.5
	Project Management	12.5
	Compliance with Key Contract Terms	25
Evaluation 1		100

- Evaluation 1:** The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows: (Scores based on a percent of 100)

Ranking:	Ron McKenzie	Sharon Haynes	Amanda Robin	Total	Ranking
Highstreet IT Solutions LLC	83.3	65.8	80.5	76.5	1
Infor Public Sector, Inc.	83.8	73.5	71	76.1	2
Tyler Technologies	86.3	66.3	70.3	74.3	3
Edmunds Gov/Tech	75	60.5	53.8	63.1	4
Avaap USA LLC	72.8	68.5	48	63.1	4
SAP Public Services, Inc.	61	58.3	57.5	58.9	5
Oracle America, Inc.	61.5	60	48.8	56.8	6

- Edmunds Gov/Tech and Avaap USA LLC are both tied (Ranked 4 with 63.1).
- Following the ranking, Ron McKenzie made a motion to conduct demonstrations from the top three (3) ranked Proposers, (Highstreet IT Solutions LLC; Infor Public Sector, Inc.; Tyler Technologies). This motion was seconded by Amanda Robin. The Evaluation Committee was unanimous in the recommendation to conduct demonstrations from the top three (3) ranked Proposers.
- On November 7th and 8th, 2022 at 9:00 a.m. EST to 4:30 p.m. EST, Evaluation Committee meetings were held with one of the shortlisted proposers (Tyler Technologies) scheduled to provide Demonstrations including Questions and Answers of their ERP Software Systems with the Evaluation Committee Members, in person and remotely via Zoom.
- On November 14th and 15, 2022 at 9:00 a.m. EST to 4:30 p.m. EST an Evaluation Committee meeting was scheduled with one of the shortlisted proposers (Highstreet IT Solutions LLC). Highstreet IT Solutions LLC notified the Purchasing & Contract Administration Division that they are withdrawing from the Demonstration portion of the evaluation process and consideration from the RFP.
- On November 16th and 17th, 2022 at 9:00 a.m. EST to 4:30 p.m. EST, Evaluation Committee meetings were held with one of the shortlisted proposers (Infor Public Sector, Inc.) scheduled to provide Demonstrations including Questions and Answers of their ERP Software Systems with the Evaluation Committee Members, in person and remotely via Zoom.
- On November 21, 2022 at 1:00 p.m. EST, **(Evaluation 2)**: Evaluation Committee was held to discuss the three (3) shortlisted Proposers Demonstrations including Questions and Answers phase of the evaluation process, and scored and ranked those proposers, shortlist the proposers, and decide on the next course of action. Each Evaluation Committee Member independently reviewed and scored the three (3) shortlisted proposers.
- Samantha Gillyard (Alternate) replaced Amanda Robin as one of the Evaluation Committee Members for the remaining Evaluation Committee Meetings including scoring and ranking the proposers.
- The proposers were evaluated based on the following weighted criteria for each evaluation process **(Evaluation 2: After Demonstrations from shortlisted proposers)**:

Criteria		
	Criteria	Weight
	Demo Feedback - Financials	15
	Demo Feedback – HR/Payroll	15
	Implementation Team	12.5
	Knowledge of Public Sector Practices	7.5
	Approach for Business Process Change	10
	Deliverables / Quality Assurance	7.5
	Service Level Agreements	7.5
	Compliance with Key Contract Terms	25
Evaluation 2		100

- **Evaluation 2:** The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows: (Scores based on a percent of 100)

Ranking:	Ron McKenzie	Sharon Haynes	Samantha Gillyard	Total	Ranking
Tyler Technologies	75.8	61.8	91.8	76.4	1
Infor Public Sector	46.5	51.3	57	51.6	2
Highstreet IT Solutions LLC	0	0	0	0	3

- Following the ranking, Samantha Gillyard made a motion to conduct site visits with the clients of the top two (2) ranked Proposers (Tyler Technologies, Infor Public Sector). This motion was seconded by Sharon Haynes. The Evaluation Committee was unanimous in their recommendation to conduct site visits with the clients of the top two (2) ranked Proposers.
- On January 10, 2023 at 10:00 a.m. EST, Evaluation Committee meeting was held with one of the shortlisted proposers (Tyler Technologies) client from the Villages of Wellington. The Villages of Wellington provided a demonstration of their implemented ERP Software System including questions and answers with the Evaluation Committee. This meeting was held in person and remotely via Zoom.
- On January 17, 2023 at 1:00 p.m. EST, Evaluation Committee meeting was held with one of the shortlisted proposers (Infor Public Sector, Inc.) client from the City of Fort Lauderdale. The City of Fort Lauderdale provided a demonstration of their implemented ERP Software System including questions and answers with the Evaluation Committee. This meeting was held in person, on-site at the City of Fort Lauderdale.
- On January 19, 2023 at 1:00 p.m. EST, Evaluation Committee meeting was held with one of the shortlisted proposers (Tyler Technologies) client from the City of Pembroke Pines. The City of Pembroke Pines provided a demonstration of their implemented ERP Software System including questions and answers with the Evaluation Committee. This meeting was held in person, on-site at the City of Pembroke Pines.
- On January 20, 2023 at 9:00 a.m. EST, **(Evaluation 3):** Evaluation Committee was held to discuss the two (2) shortlisted Proposers after site visits with the Proposers client demonstrations of their implemented ERP Software System including Questions and Answers phase of the evaluation process, and scored and ranked those proposers, and make a recommendation to the City Commission.
- Each Evaluation Committee Member independently reviewed and scored the three (3) shortlisted proposers.
- The proposers were evaluated based on the following weighted criteria for each evaluation process **(Evaluation 3: Final Evaluation after Site Visits of the Proposers Clients):**

Criteria		
	Criteria	Weight
	Price	15
	Software Functionality	15
	Technical Administration and Security	7.5
	Integration and Reporting	7.5
	Data Conversion Approach	7.5
	Quality Assurance (Testing and	10
	Implementation Team / Project Management	12.5
	Compliance with Key Contract Terms	25
Evaluation 3		100

- **Evaluation 3:** The proposals were scored and ranked (After Evaluation Committee Members Independent Review) as follows: (Scores based on a percent of 100)

Ranking:	Ron McKenzie	Sharon Haynes	Samantha Gillyard	Total	Ranking
Tyler Technologies	73.3	58.8	44.5	58.8	1
Infor Public Sector	36.5	3.8	26	22.1	2

- Following the ranking, Ron McKenzie made a motion to recommend to the City Commission, to approve the ranking and negotiate a contract with the first ranked proposer Tyler Technologies. This motion was seconded by Sharon Haynes. The Evaluation Committee voted 2 to 1 in favor of the recommendation.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and negotiate a contract with the first ranked proposer Tyler Technologies.

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

Att. Tabulation Sheets, Tabulation Summary, Scope of Work

1	Provide Enterprise Resource Planning (ERP) Software System for the Total Implementation Cost for the Project				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Edmunds GovTech (Eichfeld)	1	Lump Sum	\$208,505.00	\$208,505.00
	Oracle (Oracle America, Inc.)	1	Lump Sum	\$355,595.00	\$355,595.00 Total Implementation Cost for both Oracle NetSuite for the Government and UKG Ready Time and Labor (3rd party).
	Avaap USA LLC	1	Lump Sum	\$2,066,129.00	\$2,066,129.00
	Tyler Technologies	1	Lump Sum	\$2,344,260.00	\$2,344,260.00
	Infor Public Sector, Inc.	1	Lump Sum	\$3,837,170.00	\$3,837,170.00
	HIGHSTREET IT SOLUTIONS, L1		Lump Sum	\$4,875,937.00	\$4,875,937.00 Includes Day 2 production support services for 4 years.
	SAP Public Services, Inc	1	Lump Sum	\$4,946,994.00	\$4,946,994.00
2	Provide Enterprise Resource Planning (ERP) Software System for the Total Five (5) Year Software Costs				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Edmunds GovTech (Eichfeld)	1	Lump Sum	\$619,225.00	\$619,225.00
	Oracle (Oracle America, Inc.)	1	Lump Sum	\$686,647.00	\$686,647.00 Total Five (5) Year Software Costs for both Oracle NetSuite for Government and UKG Ready Time and Labor (3rd party).
	Tyler Technologies	1	Lump Sum	\$1,163,597.00	\$1,163,597.00
	Infor Public Sector, Inc.	1	Lump Sum	\$1,843,361.00	\$1,843,361.00
	Avaap USA LLC	1	Lump Sum	\$1,846,589.00	\$1,846,589.00 Total 5 year software cost for both Workday ERP and Can/Am Teller cashiering software.
	HIGHSTREET IT SOLUTIONS, L1		Lump Sum	\$1,856,860.00	\$1,856,860.00
	SAP Public Services, Inc	1	Lump Sum	\$2,980,910.00	\$2,980,910.00
3	Provide Enterprise Resource Planning (ERP) Software System for the Optional Implementation Cost (BUDGET ONLY)				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Edmunds GovTech (Eichfeld)	1	Lump Sum	\$1.00	\$1.00 Budget is included with Finance.
	SAP Public Services, Inc	1	Lump Sum	\$1.00	\$1.00 TSP is not quoting for Phase-3
	Tyler Technologies	1	Lump Sum	\$1.00	\$1.00 System would not accept a 0 response. This item is included in above cost
	Oracle (Oracle America, Inc.)	1	Lump Sum	\$17,469.00	\$17,469.00 Implementation Cost for the optional Oracle NetSuite Planning and Budgeting.
	Avaap USA LLC	1	Lump Sum	\$184,700.00	\$184,700.00 This is the services cost to implement Budget in Phase 1 only. If the City prefers to implement Budget in a Phase 3, the cost for that separate phase will be slightly different. Avaap is happy to provide that cost should the City prefer to implement in Phase 3.
	HIGHSTREET IT SOLUTIONS, L1		Lump Sum	\$203,750.00	\$203,750.00
	Infor Public Sector, Inc.	1	Lump Sum	\$268,375.00	\$268,375.00

4	Provide Enterprise Resource Planning (ERP) Software System for the Optional Software Cost (BUDGET ONLY)				
Supplier	QTY	UOM	Price	Extended	Supplier Notes
Avaap USA LLC	1	Lump Sum	\$0.01	\$0.01	No pricing provided for Budget software only
Tyler Technologies	1	Lump Sum	\$1.00	\$1.00	System would not accept a 0 response. This item is included in above cost
Edmunds GovTech (Eichfeld)	1	Lump Sum	\$1.00	\$1.00	Budget is included with Finance.
SAP Public Services, Inc	1	Lump Sum	\$1.00	\$1.00	TSP is not quoting for Phase-3
Oracle (Oracle America, Inc.)	1	Lump Sum	\$160,405.00	\$160,405.00	Total Five (5) Year Software Cost for the optional Oracle NetSuite Planning and Budgeting.
HIGHSTREET IT SOLUTIONS, I	1	Lump Sum	\$198,000.00	\$198,000.00	
Infor Public Sector, Inc.	1	Lump Sum	\$647,500.00	\$647,500.00	

Event Number	22-10-PC Addendum 2	Organization	City of Deerfield Beach
Event Title	Enterprise Resource Planning (ERP) Software	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach invites qualified	Event Owner	Paul Collette
Event Type	RFP	Email	pcollette@deerfield-beach.com
Issue Date	8/11/2022 05:42:19 PM (ET)	Phone	(954) 480-4418
Close Date	9/14/2022 04:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Edmunds GovTech (Eichfeld)	Northfield	NJ	9/12/2022 09:39:51 PM (ET)	4	\$827,732.00
Oracle (Oracle America, Inc.)	Austin	TX	9/14/2022 02:50:35 PM (ET)	4	\$1,220,116.00
Tyler Technologies	Yarmouth	ME	9/14/2022 11:17:50 AM (ET)	4	\$3,507,859.00
Avaap USA LLC	Columbus	OH	9/14/2022 03:06:51 PM (ET)	4	\$4,097,418.01
Infor Public Sector, Inc.	Alpharetta	GA	9/13/2022 06:58:43 PM (ET)	4	\$6,596,406.00
HIGHSTREET IT SOLUTIONS, LLC	Rockville	MD	9/14/2022 03:59:00 PM (ET)	4	\$7,134,547.00
SAP Public Services, Inc	Newtown Square	PA	9/14/2022 03:30:44 PM (ET)	4	\$7,927,906.00

Section A: Scope of Project

A.1 Project Scope – Overview

The overall Project scope for the Project is defined in Sections B.2 – B.7 below. Scope includes software, implementation, project management, and other ongoing services. ***All pricing for Optional Phase 3 should be kept separate from the price proposal for Phases 1 and 2.***

Functional Scope	
Phase 1 - Financials	Phase 2 - Human Resources/Payroll
- Accounting / General Ledger - Project / Grant Accounting - Procurement - Accounts Payable - Treasury / Cash Management - Accounts Receivable - Capital Assets / Asset Management - Cashiering	- Position Control - Human Resources - Benefit Administration - Employee Evaluations - Employee Self-Service - Payroll - Time Entry
Optional Phase 3 – Budget	
- Position/Salary Budgeting - Operating Budget - Capital Improvement Plan / Capital Budget	

A.2 Functional Scope / Project Goals

Within each individual scope category, the City expects to use this Project to not only implement software, but also, where applicable, to update policy or business processes. The City expects that the chosen Proposer understands the City's goals and provides assistance in guiding the City towards achievement of the following goals. The following will be considered success criteria for the Project and the City expects to engage in a joint effort with the Proposer to work towards, track, and be accountable for Project outcomes. Process scope areas are used to classify functional requirements identified in Attachment 15.

A.2.1 Accounting / General Ledger and Project/Grant Accounting – The City is using this Project as an opportunity to completely redesign and simplify the chart of accounts. Currently, due to limitations with the existing system and lack of ongoing maintenance with the chart, the City has over one million active accounts in the system and lacks the ability to adequately track projects and ongoing programs. The City is to use the new system to help automate and streamline processes, eliminate use of shadow systems to track project/grant or managerial data, and leverage reporting tools that provide current, accurate, and relevant data to managers. The City will be working with Government Finance Officers Association (**GFOA**) to identify a streamlined chart of accounts prior to the beginning of implementation.

Project Goals:

- Revise the City chart of accounts
- Provide system produced reporting that is consistent with the GASB & GAAP reporting requirements to produce the Annual Comprehensive Financial Report (ACFR)

- Provide system produced reporting that is consistent with the State of Florida Uniform Accounting Standards
- Reduce the use of spreadsheets at department level to track capital projects, budget availability, grants, and other reporting needs
- Use the system for accurate and timely reporting on budget

Process Scope:

- Chart of Accounts
- Journal Entry
- Financial Reporting
 - Year-End Accruals
- Budget Monitoring
- Grant / Project Management
 - Project Set Up
 - Project Tracking
 - Project/Grant Revenue
 - Project Billing
 - Project Closing

A.2.2 Procurement / Accounts Payable – While the City has made recent modernization efforts to its procurement policy, the City still is challenged by lack of integration, inefficient procedures, and inconsistent tracking and use of purchase orders, purchase requisitions, and contracts. The City understands the importance of having an integrated purchasing function and will use the Project as an opportunity to better align centralized purchasing with decentralized departmental interests. The City is using this Project as an opportunity to implement revised purchasing policies that will require a more formal approach to purchase requisitions, purchase orders, RFPs/bids, contracts, and p-card usage and provide operational efficiencies from streamlined approvals and better coordination with accounts payable and budget functions. For accounts payable, the City will implement best practices featuring electronic payments, modern security and internal controls, and efficient processes.

Project Goals:

- Reduce direct payment of invoices and require approval before purchase is made
- Better utilize procurement as an input for more timely budget monitoring
- Increase the number of vendors paid electronically
- Increase p-card usage and transparency around p-card data through integration
- System is used to monitor and manage spending on contracts/budgets
- Reduce external subsystem management of expenses

Process Scope:

- Purchase requisitions
- Purchase orders
- Change orders
- Contracts
- P-cards
- Invoice processing
- Payment processing – need aging accounts payable if prior bullet comment is created
- Vendor management

- Employee expense reimbursement (included with HR)
- End of year processing
- Reporting
- Interface to third party systems
 - P-Card vendors
 - eProcurement Marketplace

A.2.3 Inventory – Several departments have the need to track and manage inventory as part of their business operations. The City currently does not have an enterprise-wide system for managing inventory and departments have been relying on existing legacy systems, spreadsheets, and other manual tools to meet needs. With the Project the City is looking for a system that can be applied to departments with a need. Primary considerations for use of the inventory module include:

- Facilities
- Parks and Recreation

Project Goals:

- Allow managers and other staff to monitor inventory quantities using the system

Process Scope:

- Warehouse Management
- Inventory Requisition
- Issuance
- Physical Counting
- Replenishment

A.2.4 Treasury / Cash Management – Having an integrated system that all departments can use to manage treasury and cash receipts functions will allow the City to take an enterprise approach to accounts receivable. With the systems, departments without a specialized billing system will be able to utilize the ERP system for miscellaneous billing, aging, cash receipts, and reporting. For departments with a detailed billing system (utility billing, permits, business license, etc.), the ERP system will provide an interface so that all accounts receivable and cash receipts can be aggregated in one system.

Project Goals:

- Implement accounts receivable system that provides accurate reporting
- Develop interface to automate exchange of information from third party billing systems

Process Scope:

- Miscellaneous Billing
- Recurring Billing
- Receivable Tracking
- Accounts Receivable
- Cash Management
- Bank Reconciliations
- Interfaces
 - Commercial Solid Waste
 - Utilities

- Business Licenses
- Building Permits
- Fire Inspection
- Parking Citations and Permits
- Parks and Rec charges for programs/events (Civic Rec?)
- Active Aging Center

A.2.5 Cashiering/Point of Sale – The City expects to implement a city-wide approach to receiving customer payments. Currently, the City collects payments in a variety of systems and lacks a standardized approach for web payments, managing customers, and processing deposits. The City expects that the cashiering functionality implemented with this ERP Project will allow the City to use one standardized tool across multiple systems to take in customer payments, manage bank deposits, and assist with bank reconciliation.

Project Goals:

- Implement cashiering system that allows for web payments
- Reduce work effort required to manage deposits and perform bank reconciliation
- Identify common customers across multiple systems

Process Scope:

- Point of Sale
- Payment Receipt
- Deposits
- Interfaces
 - Payment Processing
 - Decentralized Billing Systems
 - Parking Tickets and Permits
 - Code Enforcement
 - Permits / Business License / Fire Inspection
 - Cemetery
 - Commercial Solid Waste
 - Utility Billing
 - Residential Solid Waste
 - Stormwater fees
 - Miscellaneous bills & revenues

A.2.6 Capital Assets / Asset Management – The City has a need for both basic capital asset reporting to satisfy accounting standards and for a tool to assist staff with managing those assets. Capital asset functions are managed together between the Finance department (financial reporting) and the operating departments that control the assets (management of asset). The City has (or is in the process of implementing) several asset management systems to assist with managing the assets. However, there still is a need within an ERP system for tracking and reporting on assets across the entire City. With all assets, the City would need a system to identify assets, track basic information, and perform necessary financial reporting. With introduction of new accounting requirements for leases (GASB 87), the City also needs to incorporate process within the scope of this Project for tracking and reporting on leases.

Project Goals:

- Track all assets in one system

- Provide tool for departments to track both capitalized and non-capitalized assets
- City infrastructure assets are linked to City GIS
- City assets managed in third party asset management system utilize interface to assist with coordination of city-wide asset list

Process Scope:

- Asset Acquisition
- Project Capitalization
- Depreciation
- Physical Inventory
- Transfer / Disposal / Retirement
- Leased Assets
- Interfaces
 - Boss Desk (IT Assets)
 - CityWorks (Infrastructure Assets)
 - Dossier (Fleet Management)
 - Facility Dude (Facilities)

A.2.7 Position Control – With position control, the City expects to define unique position numbers in the system and associate positions with job classifications that will maintain information across a number of similar positions (such as salary grade/step, bargaining unit, benefit information, etc.). The City also expects a position control system to enforce position budgets and maintain historical information on positions as they are modified and re-classified over time.

Project Goals:

- Define positions and job classifications that allow for efficient administration of personnel budget and position control
- Track position history

Process Scope:

- Position Structure
- Position Control

A.2.8 Human Resources – Implementation of an integrated and modern human resource system for the City will provide many benefits and allow the City to automate processes, eliminate redundant tracking and storage of forms, utilize system tools for greater efficiencies, and provide additional benefits to employees. With the initial implementation, the City will focus on establishing a core human resource system that provides electronic employee file, electronic personnel actions, improved onboarding experiences for new employees, and an interface to the City's third-party benefit management system. Additional functionality for more advanced human resource management will be deferred to a later phase.

Project Goals:

- Use the system to manage one shared employee file between the human resources department and an employee's department
- Implement electronic personnel action form
- Centralized tracking of employee certifications and ongoing requirements to maintain certification

Process Scope:

- Employee File
- Onboarding
- Personnel Actions
- Certification Tracking
- Benefit Management
- Interfaces
 - NeoGov (Recruiting)
 - Bentek (Benefits Management)

A.2.9 Payroll / Time Entry - In addition to moving to a new payroll system, the City will use this Project as an opportunity to modernize the payroll process and remove redundant work and improve data collection. In implementing a new time entry and payroll process, the City will also focus on simplifying the process and will use opportunities prior to go-live to simplify payroll rules.

Project Goals:

- Implement time-entry processes for employees utilizing electronic timesheet or other electronic time collection device
- Reduce unnecessary error correction with payroll
- Allow employees to charge labor costs to project and program

Process Scope:

- Time Entry
 - Normal
 - Special (FEMA, Special Events, etc.)
- Time Approval
- Salary Maintenance
- Payroll Calculations
- Payroll Processing
- Payroll Tax Processing
- Leave Management

A.2.10 Budget (Optional) - The City will use the system to manage the development of both operating and capital budgets. Using data from the system, the City expects the system to provide forecasting, analytic, and scenario planning tools. In addition, the City expects to use the budget tool to prepare long-term forecasting for the City that projects and analyzes expense and revenue trends, expected capital expenditures, capital needs, and other cost and revenue drivers for the organization. The City expects the system to produce an online budget book that meets ADA compliance standards and facilitates meeting the standards for the GFOA's Distinguished Budget Presentation Award.

- **Operating Budget** – The City will prepare an operating budget that includes a position budget. Departments will submit budget requests in the system for consideration into a citywide budget. Within each fund, budgets will be displayed by both department and program.
- **Capital Budget** – The City will prepare both a capital budget and multi-year capital improvement plan (CIP).

Project Goals

- Provide tool for departments to develop budget without using Excel, Word, or other external development or reporting tools
- Develop a program budget
- Develop 5-year capital improvement plan (CIP)

Process Scope:

- Budget Projections
- Budget Requests
- Scenario Planning
- Position/Personnel Budgeting
- Program Budgeting
- Capital Budgeting
- CIP
- Budget Adjustments
- Budget Document

A.3 Technical Scope

The City expects the scope of products and services to cover the following technical components.

Technical Scope	
Software as a Service Technical Elements	Implementation Technical Elements
• Security Administration • Hosting / SaaS Services • Disaster Recovery • Operational Support • Application Administration • Application Support • Application Upgrades • SLA Monitoring and Reporting	• Data Conversion • Report/Dashboard Development • Interface Development • Custom Development (if necessary)

A.4 Project Timeline

The City expects to be ready for implementation in January 2023. Assuming a January 2023 start, proposers should communicate realistic timelines to both successfully implement the ERP system and to guide the City in achieving its stated goals. The City has identified the following target schedule that takes into account the end of the City fiscal year on September 30, but expects future conversations around go-live dates and phase duration as part of the evaluation process.

Phase	Functions	Duration
1	Finance	January 2023 – January 2024
2	HR / Payroll	July 2023 – July 2024
Optional Phase 3	Budget	TBD - Following Go-Live of Phase 1 and 2

A.5 Implementation Approach

The City understands that each Proposer may take a different approach to implementation. However, to better compare different approaches and to ensure that essential components of the implementation are proposed, the City requires that all Proposers use the definitions below when

describing implementation activities. Similarly, the City will require that Proposers provide tasks in their response to meet both the stage requirements and deliverables contained below. When completing responses required in Section C of this RFP, use definitions listed within the section. In the event that proposed activities overlap multiple stages, select the stage that best applies.

A.5.1 Project Management – Proposer will be responsible for providing overall coordination and management of the Project, including but not limited to governance support, schedule management, risk mitigation, project communications, contract management, and quality assurance. Specific deliverables expected during this stage include:

- Project plan
- Status reports
- Issues Log / Risk Log
- Requirements traceability

A.5.2 Knowledge Transfer – Proposer will be responsible for ensuring that the City's core team has sufficient knowledge and understanding of the software to properly participate in the Project and subsequent system and business process design discussions. Knowledge transfer stage will include all core team training. Specific deliverables expected during this stage include:

- Project team training plan
- Generic system documentation

A.5.3 System Design – Proposer will be responsible for facilitating process to define how the system will be used to meet the City's business process requirements and Project goals. The City is working to define a future-state vision for each functional area, but needs to identify specifically how the system will be designed/configured to support this vision. As part of the design, the City expects to engage in discussions around how to use the system most effectively, what changes in business process are required and to document configurations, interfaces, reports, workflows, and security roles. Specific deliverables for the Proposer to provide during this stage include:

- Business process and system design documentation

A.5.4 Build – The City expects that the Proposer and City staff will work collaboratively on building the system. All activities related to system configuration, interface development, report creation, or other build tasks should be included in this stage. Specific deliverables expected during this stage include:

- Test scripts based on business process scenarios (use case)

A.5.5 Testing – Throughout the process, the City expects to engage in execution of a formal test plan. The test plan will be developed during the Project and include testing approach, roles and responsibilities for testing, and clear deadlines and expectations around testing effort. The City expects to engage in detailed conference room pilot testing, unit testing, regression testing, integration testing, parallel testing (payroll), and user acceptance testing. For all testing processes, the City expects the Proposer to provide sample test scripts that the City will further modify with city-specific scenarios. Deliverables expected during this stage include:

- Testing plan
- Sample or initial test scripts

- Testing results

A.5.6 Go Live – At time for go-live, the City expects that the Proposer will assist with end-user training, work to prepare a cutover plan, and assist with the transition to the new software.

- Training plan
- End-user training materials
- Cutover plan

A.5.7 Project Closure – After go-live, the City expects that the Proposer will provide limited duration assistance with management of help-desk type functions, troubleshooting of issues, and supporting live operations. In addition, the City expects to formally close each phase of the Project with a final acceptance process that includes sign-off on requirements, resolution of outstanding issues and verification that scope of implementation activities was complete.

- Final acceptance documentation

A.6 Interfaces

Interface requirements have been included in with the functional requirements. Proposers should respond to each functional requirement, including the interface requirements, to identify the proposed scope. Any positive response – “Y” or “Y-ND” is considered to be in-scope and all pricing for the proposed scope included in the submitted milestone pricing. Interfaces to the City’s existing systems are critical to the Project success. It is expected that the Project will include an interface to the following external systems/third party organizations:

Interface	Business Process
Active Directory	User Authentication
TD Bank	P-Cards, Bank Reconciliation
eProcurement Marketplace	eProcurement, Vendor Registration / Solicitations
Utility Billing (Naviline)	Receivable Tracking / Recording Payments
Trux (Solid Waste Commercial)	Receivable Tracking / Recording Payments
GovEasy (Building Permits, Fire Inspection)	Payments / Deposits / Billings
Third Party Accounts Receivable (multiple TBD)	Receivable Tracking
Centralized Cashiering (multiple TBD)	Recording Payments
CivicRec	Recording Payments
Parking Citations and Permits	Recording receivables and payments
Payment Processor	Processing Credit Card Transactions
BossDesk	Asset Management (IT Assets)

CityWorks	Asset Management (Infrastructure)
Dossier	Asset Management (Fleet)
Facility Dude	Asset Management (Facilities)
NeoGov	Recruiting
BenTek	Benefits Management
OpenGov	Importing current year budget and position information for forecasting and development of next year's budget. Export of adopted budget information back into ERP.
IVR	City to accept payments over phone through IVR with data integrated with ERP/Cashiering system

A.7 Data Conversion

The City understands the level of effort required to convert data and is interested in converting only essential data required for the new system. In addition, much of the City's current data is tracked in spreadsheets or outside the system. The table below identifies the system currently containing much of the City's data that will be migrated to the new system.

Data Conversion			
Functional Areas	Current System	Quantity of Data	Comments
General Ledger	Finance Enterprise	New chart of accounts	City expects to make changes to the chart of accounts.
Project/Grant Accounting	Excel	All current projects and grants	Tracked in departmental spreadsheets.
Budget	OpenGov and Finance Enterprise	Current and prior year budget	Current budget tracked in Finance Enterprise, but most budget preparation done in Excel/Finance Enterprise.
Procurement	Finance Enterprise	Open purchase orders / All active vendors	Most procurement activity managed outside of a system.
Accounts Payable	Finance Enterprise	Current year vendor payments	All vendors and payments managed using Finance Enterprise.

Contracts	Ionwave		Tracked outside of systems.
Inventory		None	Each department uses different systems or Excel to track inventory.
Employee File	NA	Current Employees	Manual processes.
Payroll	NaviLine	Current Employees/ Current Year Detail	Payroll history is maintained in NaviLine.
Time Entry	NA	None	Aggregate time data entered into NaviLine.

A.8 Project Staffing

The City will make every effort to staff the Project appropriately and understands that staffing a project is important to its success. The City anticipates leadership of the City's Project will be provided by a steering committee made up of the City Manager, Assistant City Manager, Chief Financial Officer, Human Resources Director, and Chief Information Officer. The Chief Information Officer will serve as the project manager. The City will identify lead roles for each of the functional areas to take responsibility for overall business process decision making. Each lead will work to coordinate additional subject matter experts from throughout the organization and make up small teams of five (5) to seven (7) individuals that represent key stakeholder groups. The City expects the following teams for the Project:

- Accounting / Chart of Accounts
- Projects and Grants
- Procure to Pay
- Accounts Receivable / Revenue
- Assets
- Human Resources
- Benefits
- Payroll

City Staff Participation	
Assumed Role	Maximum Participation (FTE)
Steering Committee	As needed
Project Manager	.50
Team Leads	.50 (each)
Team Members	.25 to .50 (each)

Technical Resources	As needed
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Section B: Detailed Submittal Requirements

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. Proposals must address the following questions and contain the following sections.

B.1 Summary and Overall Scope

B.1.1 (Proposal Section 1.0 – Introduction). The introductory material should include a title page with the RFP name, name of the proposer, address, contact information, the date, a Letter of Transmittal, and a Table of Contents. The executive summary should be limited to a brief narrative (less than 3 pages) summarizing the proposal.

- 1) **Complete Attachment 1 (RFP Submittal Checklist)**
- 2) **Complete Attachment 2 (Signature Page)**
- 3) **Complete Error! Reference source not found.**

B.1.2 (Proposal Section 2.0 – Proposer Team) This section of the proposal should identify all firms included in the proposal and any necessary third-party products/firms required or recommended for the City.

- 4) **Identify and provide a concise summary of all firms providing software or professional services as part of this proposal**

B.1.3 (Proposal Section 3.0 - Functional Requirements) This section describes the software and implementation scope of the overall Project and the requirements for each functional area. Responses to the functional requirements should be completed to identify the capability of the software and the scope of the implementation.

Functional Requirements Responses	
Column E: Available Responses	
Y	Requirement Met and Proposed (Standard features in the generally available product)
Y-ND	Requirement Met and Proposed (Features that are not offered as a generally available product or require custom development)
N	Requirement Not Met with Proposal
I	Need More Information/Discussion

- 5) **Complete Attachment 15 (Functional Requirements / Functional Requirements - Optional)**

- Failure to provide some functional requirements or excluding some functional requirements from scope will NOT eliminate the proposer from contention. The

City will evaluate the proposal as a whole including price/value comparisons when evaluating proposals.

- The functional requirements responses submitted will become part of the agreement. Proposers are expected to warrant the delivery and configuration/implementation of all positive responses (every response except “N” and “I”).
- The City will clarify any functional requirements with the response of “I” during the applicable Proposer interviews. Immediately following software demonstrations, proposers would be expected to re-submit Attachment 15 (Functional Requirements / Functional Requirements - Optional).
- For requirement responses other than “N” or “I” Proposers must indicate the module or product that is required to meet the requirement.
- For requirement responses other than “N” or “I” Proposers must indicate the phase of the Project that the functionality will be implemented.
- All responses which are marked Y, or Y-ND will be considered to be included in the scope, and the cost proposal and all other information submitted in the proposal should reflect this.
- For functionality that is not currently available and not available for viewing at a demo, but that will be in scope for the Project either as generally available features in a future release or as a customization, modification, or enhancement specific for this Project, Proposers should indicate a response code of Y-ND and answer column J.

B.2 Software Proposal

(Proposal Section 4.0 – Software Products) This section should provide information on the proposed software scope, and functional description of the software.

- 1) **Complete Attachment 4 (Software Background) for each software product included in the proposal.**
- 2) **Complete Attachment 5 (Detailed Software Products)**
 - **List and describe all proposed software products that will be delivered as part of the Project, including third party products.**
 - **Identify any licenses, hardware, or other products not included in this proposal that would be required to operate any of the proposed solutions contained in the proposal.**
 - **Describe the technical environment necessary for this software for any products that are to be hosted by the City.**
- 3) **Identify the security standards maintained in the data center and with the software. Please provide information on certification or audit process for each.**

(Proposal Section 5.0 – Technical Requirements) This section of the proposal should identify any technical requirements for operating the proposed system and describe the key attributes of the Proposer’s proposed delivery services.

- 4) **Complete Attachment 6 (On-Premise Requirements)**
- 5) **Complete**

Requirement	Response	Comment
System Features		
System accessible on mobile device.		

System provides app for use on mobile device.		
System requires download of any software on device.		
Security Information		
System provides role-based security.		
System provides role-based security connection to position file (assigning employee to position allows employee to inherit roles of the position).		
Data Entry		
System allows for user-defined fields.		
System provides audit trail for entered and modified information.		
System allows masking data upon entry (sensitive fields).		
System allows designating mandatory fields.		
System allows data to be encrypted.		

B.3 Attachment 6 (On-Premise Requirements)

*Attach additional pages if necessary

Updates	
How often is solution updated?	
How much advance notice are customers provided for new updates?	
How long after release of new version are previous software versions supported?	

Authentication	
Does the solution support single sign on or LDAP authentication?	
Does the solution support Multi-factor authentication (please explain)?	

Infrastructure	Minimum Requirement	Optimal Requirement
Network Requirements.		
Database Requirements.		

Application Server Requirements.		
Desktop (client) Requirements.		
Browser Requirements.		

Reporting / Data Access	
Does the solution contain a report writer?	
Does the solution allow third-party report writer access?	
Does City have access to all data contained in the solution for report writing? (please list any limitations)	

- 6) Attachment 7 (SaaS)
- 6) **Complete Attachment 8 (Proposed Service Level Agreement)**
- 7) **Describe any managed services that are provided along with hosting/SaaS offerings including:**
 - Information on the specific hosting services provided
 - Service desk support services
 - User Setup, Authentication and Management processes
 - Application security
 - Data security
 - Application support
 - Operational support services
 - Technology infrastructure services
 - Disaster recovery

B.4 Professional Service Proposal

(Proposal Section 6.0 – Implementation Team) This section should describe the proposed Project team including the consultants proposed to provide services for the City.

- 1) **Complete Attachment 9 (Professional Services Background) for each firm involved with the Project.**
- 2) **Complete Attachment 10 (Reference Form) for each firm involved in the Project.**
- 3) **Identify the proposed Project team including the firms responsible for implementation, and any key consulting team members that will be providing services to the City.**
 - How many staff will the Proposer have assigned to the Project.
 - Approximate dedication to the Project of each resource and approximate time work will be completed on-site vs. off-site.
 - Major roles and responsibilities for each resource.

- 4) Complete Attachment 14 (Level of Effort)** Please refer to definitions found in section B.5 of this RFP.

(Proposal Section 7.0 – Implementation Approach) This section should describe the proposed implementation plan. Proposers should reference Section B for more information on the Project scope, goals, and implementation effort.

- 5) Provide a detailed plan for implementing the proposed system. This information must include:**
- Confirm completion of key tasks and deliverables as defined in section B.5 of this RFP.
 - Description of implementation tasks and activities.
 - Description of key deliverables (and how they relate to the implementation approach and activities).
- 6) Complete Attachment 11 (Project Management Expectations)**
- 7) Complete Attachment 12 (Deliverable Expectations)**
- 8) Explain proposed project management services including:**
- Role of the Proposer project manager.
 - Expected role of the City project manager.
 - Proposed quality assurance procedures.
- 9) Identify proposed data conversions**
- Provide information on the scope of the data conversion and the approach for migrating data to the new system.
 - Identify City role in assisting to convert data.
- 10) Identify interfaces**
- Please confirm your understanding of the interfaces included in the scope and identify how you have proposed meeting each requirement.

(Proposal Section 8.0 – Implementation Considerations) This section asks additional questions related to some of the unique goals and challenges with the City's Project. The City expects that proposers provide specific responses that take into account implementation challenges, the proposer's past experience, and recommendations based on the information that has been presented in the RFP.

- 11) Remote Work**
- Through the COVID pandemic, the City has been managing operations with a mix of on-site and remote work. Explain your experience and expectations for on-site and remote work during the City's implementation. What recommendations can you provide related to how to be most effective in utilizing both remote work and on-site work during an implementation.
- 12) Use of Dashboards / Management Reporting**
- One of the City's success factors for this Project is the extent that staff throughout the City are able to utilize the ERP system for reporting purposes. The City is optimistic about modern ERP reporting features and the ability to leverage management dashboards, real-time data, and role-specific views of data to provide decision support for key processes. Please indicate how you will use this Project to ensure the City is able to leverage system tools for dashboard reporting and deliver the City a system that can be used by users throughout all departments.

13) Security Policies

- Describe policies and procedures in place during the implementation related to City data, City networks, and City policies and how consultants will both work with the City to comply with City policies and adhere to industry standards. Please comment specifically as it relates to network access, data conversions, interface development, possession of City information, and other potential risks.

(Proposal Section 9.0 – Implementation Terms and Conditions) This section asks for proposers to accept key terms and conditions for the Project. The City considers the following terms and conditions essential for a level playing field of proposals and for ensuring that the awarded contract from this RFP meets City expectations related to risk mitigation and quality assurance. Failure for proposers to adhere to the terms listed or referenced below will result in deductions to the proposer's score up to the value as identified in Section A.12.2.

14) Complete

- 15) to confirm your acceptance with key contract terms related to both software agreements and consulting services. If the terms listed in Attachment 13 are not accepted, please provide an alternative proposal. Alternative proposals that do not materially adhere to the stated term may be subject to evaluation deductions.**

B.5 Price Proposal

(Proposal Section 10.0) - Proposers should submit price proposals using the format provided in Attachment 16 (Cost) to this RFP.

16) Complete and submit Attachment 16 (Cost)

17) Complete and submit Attachment 16 (Cost) – Optional if proposing to phase 3 (Budget)

- All pricing must be submitted as fixed by milestone. Costs listed as “to-be-determined” or “estimated” will not be scored.
- Identify major milestones as part of the Project. It is required that costs will be invoiced upon completion of major milestones. Please provide a schedule of all payments necessary to complete the proposed scope.
- All service costs must be provided on a task or completion basis with costs assigned to each milestone, deliverable and/or task. Proposers are required to fill in deliverables and tasks under the provided headers (project initial knowledge transfer, process analysis/system design, system build, testing, training, and closure) Additional detail may be provided to further explain deliverable/task costs.
- Proposers should include all software modules and state any limitations on module use. If no limitations are listed, the City will consider that pricing is based on full enterprise wide access for the City.
- Proposers must submit implementation costs as fully loaded rates that include all necessary travel or other expenses. By submitting a proposal, all proposers acknowledge that all pricing (including travel) must be a fixed fee or included in the implementation milestones.
- If proposing to Optional Phase 3 for budget functionality, costs listed on Attachment 16 (Cost) – Optional should include all *additional* costs

necessary to add Phase 3 to scope. Do not list costs that have already been included with Phase 1 and 2.