



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
March 28, 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: March 7, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: December 1, 2022

Firefighter's Pension Board Meeting Minutes

Attachment: December 5, 2022

Code Compliance Meeting Minutes

Attachment: January 25, 2023 , February 7, 2023

INSTALLATION CEREMONY

- 1. Oath of Office administered by the City Clerk for incoming Commissioners**
- 2. Induction of 2023 Vice Mayor - Commissioner Bernie Parness**
- 3. Announcement of Vice Mayor for 2024 - 2026**

Sponsor: Office of the City Clerk

APPROVAL OF THE AGENDA

March 28, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86931056939?pwd=MEtZK0oreEx6WUVqS2VvUjFpekZQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 869 3105 6939#

Participant ID: #

Passcode: 285049#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

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

Sponsor: BSO - Law Enforcement

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless

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

CONSENT - BOARD APPOINTMENTS

- 2. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joseph Cummings as an alternate member to the Community Appearance Board to fulfill an unexpired term; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Bernie Parness

Attachment: CAB Appointment

- 3. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Annette Mitchell as a Commissioner of the Deerfield Beach Housing Authority; 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: Mayor Bill Ganz

Attachment: DBHA Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, accepting the certified election results for the Municipal Election and Referendum Election held on March 14, 2023, as provided by the Broward County Supervisor of Elections; 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: Office of the City Clerk

Attachment: Municipal Election Results

- 5. Resolution 2023/ - 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 *Landon Martini 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*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Settlement Agreement

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a second amendment to Contract #JP022-06-2023 with the Areawide Council on Aging of Broward County, Inc. to extend the Contract term to September 30, 2023; authorizing execution of the Second Amendment; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Second Amendment

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a utility easement related to the Crystal Lake Drive outfall from Club House Cove Condominium; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Utility Easement

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order with CNH Industrial America, LLC, for the purchase of a New Holland tractor, utilizing the Florida Department of Management Services State Term Contract No. 25101900-21-STC in the amount of \$105,947.62; providing for implementation and an effective date. (*Funds from Account #399-7020-539-64-20 - Cap Projects-Park Maintenance/Automobile Vehicle*)**

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: CNH Industrial America, LLC

DEPARTMENTAL BUSINESS

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, awarding RFP #23-01-PC for citywide median landscaping maintenance to A Picture Perfect Landscaping & Lawncare, LLC; approving a contract with A Picture Perfect Landscaping & Lawncare, LLC for a two-year term, with three additional one-year renewal options, in an annual amount not to exceed \$1,304,558.00; ratifying execution of the Contract; providing for implementation and an effective date. (*Funds from Account #001-7020-539-32-16 - Park Maintenance/Landscaping Services*)**

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: A Picture Perfect Landscaping & Lawncare, LLC

COMMENTS BY ADMINISTRATION & LEGAL

- 10. Presentation regarding noise control.**

Sponsor: Department of Planning & Development Services

Attachment: Noise Control

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, April 4, 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, March 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 - February 21, 2023

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

Non-Uniform Pension Board Meeting Minutes - November 14, 2022
Community Redevelopment Agency Meeting Minutes - November 15, 2022
Code Compliance Meeting Minutes - January 10, 2023
Hillsboro Inlet District Meeting Minutes - January 23, 2023
Community Appearance Board Meeting Minutes - February 8, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

March 7, 2023

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

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

Nays: 0

AWARDS & RECOGNITION**1. Proclamation presented to Dodie Keith-Lazowick, Keith, in recognition of Florida Surveyors and Mappers Week.**

Mayor Ganz presented a proclamation to Benjamin Hoyle, Broward County President for the Florida Surveying & Mapping Society, and Deerfield Beach resident, and Dodie Keith-Lazowick, Keith, in recognition of Florida Surveyors and Mappers Week.

Mr. Hoyle thanked the City of Deerfield Beach on behalf of the Florida Surveying & Mapping Society for supporting Florida Surveyors and Mappers Week.

2. Presentation by Chief Whitehorne regarding a successful saved cardiac arrest.

Chief Samantha Whitehorne, District Fire Chief, provided a brief explanation of a gentleman who went into cardiac arrest while working at the Deer Creek Golf Club, who survived due to the steps taken by Dylan Cherko and another rescuer. Thereafter, she introduced Robert "Bobby" Impaglia.

Mr. Impaglia applauded Deer Creek Golf Club for providing CPR training to their staff. Thereafter, he thanked BSO - Fire Rescue, as well as the staff at the Deer Creek Golf Club, as he would not be here today if it was not for them.

Chief Whitehorne presented Mr. Cherko with a certificate of recognition for his exceptional courage and performance in saving a life. Thereafter, she introduced Damian Dollard, Channel Partner Manager at ZOLL Medical Corporation, who makes the AED machine that was used on the day of the event.

Mr. Dollard provided Mr. Cherko with a plaque and thanked him for his quick response. He also provided Mr. Impaglia with a plaque and advised that an AED machine will be donated to the Boys & Girls Club of Deerfield Beach in his honor.

PUBLIC COMMENT

Maridee Whitehead, 191 S. Ocean Drive, Deerfield Beach, expressed concerns regarding the lighting on the island during turtle season, whereas, the lights are not adjusted once turtle season ends, unless a resident notifies the City and suggested that a more proactive approach be taken. Further, she commented on a conversation she had with Vice Mayor Hudak regarding the light fixtures at the main beach parking lot not working and not meeting hurricane standards and asked if they will be replaced. Lastly, Ms. Whitehead suggested that an app be created, so the public can report issues to the City.

PUBLIC COMMENT - CONTINUED

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, commented on mail carriers signing residents' certified mail and advised that a new technology has been created to stop this from happening.

Brian Mintz, 701 SE 21st Avenue, Deerfield Beach, commented on a walk through of the beach District 1 residents did with Vice Mayor Hudak. Thereafter, he expressed concerns with incomplete construction projects, showers running, lights out, etc. and suggested that an app be created to allow the public to communicate with the City, and for the City to provide feedback on these issues/concerns.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on the Inaugural Community Day event that took place at Oveta McKeithen Recreational Complex and thanked Commissioner Preston for bringing the event to fruition. Thereafter, he commented on each district meeting that took place regarding the referendum that will be placed on the March 14th ballot.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, expressed concerns regarding the recently installed crosswalks as they are non-operational.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, asked if reservation signs can be placed at rented pavilions, so people are aware that an event will occur.

David Santucci, City Manager, answered questions/comments posed by the public. He said staff will ensure the lights are changed after turtle season. Mr. Santucci said the development of an app is underway, whereby, a lot of backend work must be done prior to deployment, which should be within the coming months. Further, he said the main beach parking lot lighting project is currently underway and staff is aware of the crosswalks, whereas, some are not lit due to failed technology; nevertheless, all the lights will be replaced with newer technology during the S-Curve Undergrounding Project. Lastly, staff will look into adding reservation signs at all parks.

Mayor Ganz said residents can contact him directly to advise of any issues/concerns.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 3 - 7; 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 3 - 7 in concert. Roll Call:

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

Nays: 0

- 3. Resolution 2023/038 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement between the Deerfield Beach Historical Society and the City of Deerfield Beach for a license to use the old school house for a two year term, with two, one year renewal options; authorizing execution of the Agreement; providing for implementation and an effective date.**
- 4. Resolution 2023/039 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the renewal of the West Water Treatment Plant Underground Injection Control Operation Permit in an amount not to exceed \$40,289.00; providing for execution and an effective date. (Fund from account #401-5020-533-30-99 - Other Professional Services)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

5. Resolution 2023/040 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement between the United Way of Broward County, Inc. and the City of Deerfield Beach to continue participation in the ReadingPals Program for the 2022-2023 school year for an amount not to exceed \$30,000.00; waiving the procurement code requirements for competitive solicitations; providing for execution, implementation and an effective date. (*Funds from Account #001-1701-564-32-99 - Other Contractual Services*)
6. Resolution 2023/041 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement with Broward County and the Broward Municipalities to reestablish, reimpose and relevy the current one-cent (\$0.01) local option gas tax and provide for distribution of the proceeds of the fifth cent additional local option gas tax on motor fuel through December 31, 2053; authorizing execution of the Interlocal Agreement; providing for an effective date.
7. Resolution 2023/042 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement with Broward County and the Broward Municipalities to reestablish, reimpose and relevy the distribution of the proceeds of the three cent additional local option gas tax on motor fuel; authorizing execution of the Interlocal Agreement; providing for an effective date.

DEPARTMENTAL BUSINESS

8. Resolution 2023/043 - 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.

The Resolution was read by title only.

Anthony Soroka, City Attorney, provided a brief overview of the purchase and sale agreement, which is outlined in the February 21, 2023 Regular City Commission Meeting Minutes.

In response to Vice Mayor Hudak's question, Mr. Soroka replied that the \$6.5 million will be paid at closing.

In response to Vice Mayor Hudak's question, David Santucci, City Manager, replied that the \$6.5 million will be a General Fund revenue and will be reinvested for other projects and redevelopment purposes.

Commissioner Parness spoke in support of the project; thereafter, he stated that the City Commission will decide how the \$6.5 million is distributed i.e. roadways, sewer system, etc. Further, he advised that the referendum is for the sale of the property only, whereby, the development of the property will have to go through a lengthy process, which he outlined. Thereafter, he commented on the lack of development of the property by the previous developer, as well as the lack of revenue received from the property. Commissioner Parness reiterated his support for the project.

Commissioner Drosky spoke in support of the contract terms, as they are fair and reasonable. Further, he said the property has been vacant for 30+ years and was never developed by FAU, nor were any tax dollars received by the City from the parcel. He advised that since he's been elected the mileage rate has not increased, but decreased, which he wants to see continue; however, there must be give and take to accomplish that goal moving forward. In order to offset inflation, additional revenue is needed, which can be accomplished through this project, as well as jobs. Additionally, the developer is committed to having minority businesses participate in the development of this project. Thereafter, he commented on the development in West Palm Beach, Pompano Beach, etc. and stated that Deerfield Beach does not want to be left behind. Commissioner Drosky said the project could be bigger, but what is being proposed will fit the corridor. Furthermore, traffic is a major concern with this project, but traffic is everywhere; nevertheless, traffic studies have not yet been completed and will not have a major impact, whereas, people will be coming and going at different times.

DEPARTMENTAL BUSINESS - CONTINUED

In response to Commissioner Preston's question, Mr. Soroka replied that there will be multiple opportunities for the public to provide their input, i.e. land use, zoning, plat, site plan.

In response to Commissioner Preston's question, Mr. Santucci replied that the Department of Economic Development has committed to working with the developer to ensure that the appropriate outreach is provided to the Deerfield Beach community, i.e. job fairs. Additionally, once staff is aware of the proposed jobs, customized training will be provided in an effort to prepare individuals for the jobs. Lastly, he stated that the developer has committed to working with local contractors and assisting in the job fair activities.

Commissioner Preston spoke in support of the project. Further, he said this project will provide the City with an opportunity to upgrade Mayo Howard Park.

Mayor Ganz said this property has been slated to be developed as a research development park since 2005, but never came to fruition. He stated that the previous developers put work into the property in Boca Raton which has thrived, but put very little effort into the Deerfield Beach property; nevertheless, the only time the City heard from the developers was when they wanted to renew their lease. Last February, the Florida Atlantic Research Development Authority presented a \$3.2 million project, which this City Commission voted down because it was not a good deal for the City. Further, Mayor Ganz said the average assessed value of homes in Boca Raton is \$648,000; Delray Beach - \$470,000; Pompano Beach - \$276,000; and Deerfield Beach - \$236,000, which puts us behind these cities in regard to resources, businesses, etc. He stated that this is just the start of the project, whereas, there will be plenty of meetings to decide how this project can be molded into something that works for the area. Thereafter, he opened the public hearing.

Brian Mintz, 701 SE 21st Avenue, Deerfield Beach, asked if MBA can assign their rights and responsibilities to someone else.

Diane Chisholm, 375 NW 7th Court, Deerfield Beach, asked that the City continue to stress the importance of hiring Deerfield Beach residents once the development is completed.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said this area is not an industrial location like Tivoli Park with over 5,000 people living across the street.

Reverend Griffith, 20871 NW 1st Street, Pembroke Pines, spoke in support of the project, but asked if set asides, i.e. employment, job opportunities, and minority contracts, can be outlined in the agreement.

Patricia Saunders, 252 SW 34th Avenue, Deerfield Beach, said this development will increase homestead exemption and property values. Further, she said this development will cause the surrounding hotels and Cracker Barrel to suffer. Although, the developer has done a phenomenal job with other developments, this proposal is not designed for that area but is designed for Federal and Dixie Highways. Ms. Saunders said this project will also negatively impact traffic.

Mayor Ganz closed the public hearing. Thereafter, he answered questions/comments posed by the public. He stated that those who are homesteaded have a maximum of 3% or CPI, whichever is lower. Further, he said Cracker Barrel will be thrilled to have more people in the area, and hotels perform business analyses to ensure that their establishments will bring in revenue. Mayor Ganz said he would love to develop Federal and Dixie, but the City does not own property. Unfortunately, this project will increase traffic because it is currently a vacant lot.

Mr. Soroka stated that MBA can assign their rights and responsibilities to someone else under certain conditions, whereby, the buyer can assign its rights under the agreement to a wholly new subsidiary or newly formed corporation owned by the buyer or the principles or majority owners of the buyer; however, even that assignment will be subject to the City's prior written approval. Further, he said set asides are normally a city or governmental entity that is procuring or building something, and they set aside a certain portion of the project or trade within the project for certain participation, i.e. women, minorities, etc.; however, in this case the City is not purchasing the property but those representations have been included in the developers proposal, which can be discussed further should the project be approved on March 14th.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz said this project is different than others, i.e. the Dixie Flyover, which was federally funded, whereas, this project will allow local, Deerfield Beach, contractors to have the opportunity to perform the work.

Commissioner Preston stated that the previous proposal was not serving the residents of this City, especially in District 2; therefore, he reiterated his support for the project, as it will create jobs, increase property values, and assist in upgrading Mayo Howard Park.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve item 8, adopted Resolution 2023/043. Roll Call:

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

Nays: 0

- 9. Resolution 2023/044 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a grant agreement with the State of Florida Division of Emergency Management for the Hazard Mitigation Grant Program Award in the amount of \$1,446,440.58 for the Phase II City Hall Wind Retrofit and Drainage Project; authorizing acceptance of the grant and execution of the Grant Agreement; authorizing the expenditure of matching funds in the amount of \$466,598.50 for the project; and providing for an effective date. (Funds from Account #358-5060-541-61-12 - 2018 Revenue Bond Fund)**

The Resolution was read by title only.

Priscilla Cygielnik, Director of Environmental Services, explained that staff is seeking approval of a grant agreement with the State of Florida Division of Emergency Management for the Hazard Mitigation Grant Program (HMGP) in the amount of \$1.4 million for the City Hall Wind Retrofit and Drainage Project. In 2018, the City issued revenue bonds for a series of capital improvements throughout the City, which included \$4.3 million for city hall renovation improvements, whereby, the City applied for the HMGP at the same time, which was intended to leverage the revenue bond funds. Since then, construction for the Tigner Center and Braithwaite Center have begun, which required changes; therefore, monies from city hall were allocated to fund those project changes.

Continuing, Ms. Cygielnik said in fiscal year 2019, staff was notified that the City was awarded the HMGP funds toward Phase 1, which was the design of the City Hall Retrofit Project. In January 2023, the City received notification of award for the construction phase, which consists of installation of impact resistant windows and doors, roofing, and drainage improvements to the streets adjacent to City Hall. The grant covers 75% of the project cost with a local match of 25%, with an estimated total project cost of \$1.8 million. Thereafter, photographs of the proposed project were displayed. Lastly, Ms. Cygielnik said staff is requesting authorization to accept the grant to permit execution of the agreement and expenditure of 25% matching funds.

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

Commissioner Drosky spoke in support of the project but said other projects are needed, i.e. the police station, and this project could provide an opportunity for a bigger end plan.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve item 9, adopted Resolution 2023/044. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED**10. Resolution 2023/045 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the development of a Vision Zero Action Plan to eliminate traffic-related fatalities within the City; and providing for an effective date.**

Eric Power, Director of Planning & Development Services, stated that Deerfield Beach was the first city in Broward County to adopt a Complete Streets Master Plan, whereby, Vision Zero is a strategy for improving roadways for motorists, bicyclists and pedestrians, and seeks to prevent fatal and severe crashes. Vision Zero incorporates other traffic standards such as complete streets, tactical urbanism and Safe Street and Roads for All (SS4A). Upon Commission approval, staff will develop a High Injury Crash Network Map, which would pinpoint all accidents that have occurred over the last five years. Staff will then create a Vision Zero Action Plan, which will advise if long-term or short-term solutions are needed. Further, the creation of the Vision Zero Master Plan and Vision Zero Action Plan will allow the City the opportunity to apply for local, state and federal grants. Currently, over 200 municipalities nationwide have adopted Vision Zero guidelines.

Continuing, Mr. Power said the Broward MPO was awarded \$5 million from USDOT to develop a county-wide safety plan; whereby, the City wants to align with that plan. Last year, USDOT created a pilot program, whereby, they were pairing municipalities that do not have Vision Zero with those that do. MPO was one of the first in that pilot program, and this is the first year it's being offered, whereas, Deerfield Beach is one of 13 cities in the Country awarded this opportunity. Lastly, he advised that Deerfield Beach is a part of a two-year program and is paired with Daly City, California.

Vice Mayor Hudak spoke in support of this Vision Zero Action Plan but expressed frustration with having to create and implement another Master Plan.

Commissioner Parness said he has been trying to get a light installed on Green Road for quite some time but has been unsuccessful; nevertheless, he said a traffic light will make the area safer.

Mr. Power said this plan will identify accidents within Deerfield Beach and if there are enough accidents in a particular area then it would warrant the City to advise that this is an area of concern.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said it would be nice for city staff to ride around the City on bicycles to understand and be aware of all the inconsistencies in the roadways and lack of lighting. She stated that there are so many unsafe areas for cyclists that the entire city should be marked as danger zone; therefore, prior to spending any money, she urged city staff to do their homework and not rely on others mechanical studies.

Gwendolyn Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, agreed with Vice Mayor Hudak. Further, she said if others own the road there are issues, whereby, traffic lights and cross walks have been requested in the past and the City was unable to receive them; nevertheless, she spoke in support of the Plan, but hopes more plans are not forthcoming.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve item 10, adopted Resolution 2023/045. 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.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED**CITY MANAGER**

Assisted Living Facility (ALF) - Rodney Brimlow, Director of Public Safety, commented on a fire that occurred today at an ALF that was handled seamlessly due to the coordination and training by public safety. Thereafter, he thanked all who were involved and stated that this event is proof that public safety is beneficial to the City.

Beach Renourishment - Patrick Bardes, Coastal & Waterway Coordinator, said the staging area has begun mobilizing on the City's northern border. The south Boca Raton portion will begin on March 21st and will consist of 24-hour dredging for eight days. Once completed, the pipeline will be extended through the City of Deerfield Beach into the Town of Hillsboro Beach, which is anticipated to be a 3 - 4-week construction period. Further, he is working with Public Affairs & Marketing on website development and social media dialogue, as well as placement of yard signs along the beach that will have a QR code directing residents to the City's webpage. He said nearby businesses and residents have already been notified, but he will continue to educate them on the process and expectation. Mr. Bardes said there have been many inquiries regarding sea turtles and sea turtle season which started on March 1st; whereby, the City has state and federal permits allowing the City to construct through the end of April due to the species that nest on our beach. Thereafter, he provided a brief explanation of the process should a sea turtle nest. Lastly, he reiterated that the project will be 3 - 4 weeks and run for 24 hours; however, noise will be minimal.

Vice Mayor Hudak said the beach will remain open with access to the ocean.

Mr. Bardes said the sea raker will be operational as well.

Solid Waste Management - David Santucci, City Manager, said Senate Bill 798 prohibits private entities from providing recycling and/or solid waste services to commercial, industrial and multi-family. This bill would be effective July 1st and would not impact single-family services; nevertheless, should this pass, it would be detrimental to the City. He stated that the Florida League of Cities is adamantly opposing the bill and suggests the City take the same course of action during Broward Days.

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

2023 Florida Legislature - Commissioner Drosky said there are many bills that must be monitored by the City; nevertheless, he spoke against sponsoring resolutions opposing various topics as he read an article from a lobbyist who said they are ineffective and should be discussed in an open forum, i.e. Broward Days.

March 14th Election - Commissioner Drosky spoke in support of the referendum and wished his District 1 and 2 colleagues' good luck. He urged the entire city to come out and vote.

COMMISSIONER PARNESS**DISTRICT 3**

2023 Florida Legislature - Commissioner Parness spoke in support of sponsoring resolutions opposing various topics, as they provide cities with an additional opportunity to speak for or against an item.

March 14th Election - Commissioner Parness urged the entire city to vote; thereafter, he spoke in support of the referendum.

COMMISSIONER PRESTON**DISTRICT 2**

Citywide CPR Training - Commissioner Preston said as a firefighter he was trained to act, but a person outside of the profession can be hesitant in helping. Thereafter, he commented on a situation that occurred where a football went into cardiac arrest. He requested that a program be implemented so all Deerfield Beach residents can be trained on CPR.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

City Events - Commissioner Preston thanked all who attended the Black Heritage Banquet. Thereafter, he thanked staff for Community Days, as it was a great event.

VICE MAYOR HUDAK**DISTRICT 1**

2023 Florida Legislature - Vice Mayor Hudak said the Commission's job is to be advocates for the City and do what's in the best interest of the City. Further, he understands Commissioner Drosky's point, whereby, having discussions and building relationships with our state representatives is more of an effective measure.

March 14th Election - Vice Mayor Hudak urged everyone to get out and vote, and to ensure you are knowledgeable about your polling place, as many have changed.

Little League - Vice Mayor Hudak thanked the Deerfield Beach Little League for allowing him to throw out the first pitch.

Irresponsible Development - Vice Mayor Hudak said there are developers who do not have respect for city codes, rules and regulations. Thereafter, he commented on a house built on 5th Avenue and asked that the City Attorney keep an eye on the magistrate ruling.

MAYOR GANZ

Habitat for Humanity - Mayor Ganz said he assisted with building homes this past Saturday, which was very rewarding. Further, he said staff is working with Habitat for Humanity to bring some of the homes to Deerfield Beach.

DNA Labs - Mayor Ganz said DNA Labs was awarded a \$1.5 million grant from the State of Tennessee, which will assist with running back logged rape kits.

Thank You - Mayor Ganz thanked all of those who were involved with the fire at the ALF.

Kirk Cotrell Pavilion - Mayor Ganz said he was disappointed to see that the men's bathroom mirror was deteriorating, which does not happen overnight; nevertheless, staff must stay on top of these things and ensure they are promptly repaired/replaced. He also commented on the garbage not being changed daily at the Villages of Hillsboro.

March 14th Election - Mayor Ganz urged everyone to get out and vote.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to adjourn the meeting at 9:19 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

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
December 1, 2022
MEETING MINUTES**

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

ROLL CALL

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

Also Present: Eric Power, Director of Planning & Development Services
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Ms. Balaun and seconded by Vice Chair Bennett to approve the minutes of October 6, 2022. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2023-017: APPLICATION 21-P-230 (PROJECT NAME B'NAI B'RITH OF DEERFIELD BEACH II INC.)**

Applicant: **KEITH**

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

Location: The property is generally described as a portion of TRACT "A" OF PLAT 128 PAGE 46 and located at 255 SW 3rd Avenue.

SUMMARY BACKGROUND/EXPLANATION

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

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

The proposed plat note amendment will now include:

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

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

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

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

P.H. 2023-018: APPLICATION 21-RM15-65 (PROJECT NAME B'NAI B'RITH OF DEERFIELD BEACH II INC.)

Applicant: **KEITH**

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.

SUMMARY BACKGROUND/EXPLANATION

The applicant, B'nai B'rith of Deerfield Beach II Inc., has submitted a major site plan application requesting approval to construct a 4th building with 62 (47 one-bed units and 15 two-bed units) multi-family dwelling units. The area of the new building is currently a dry retention area and existing parking lot. The approval requires that the City Commission also approve a technical deviation, variances and to grant the applicant 35 bonus sleeping rooms (flex units).

B'Nai B'rith of Deerfield Beach was originally approved by the City Commission on November 7, 1985. Since that time, the applicant has constructed three buildings for a total of 271 residential units. The applicant has received multiple variances in the past for unit size and reduction in parking. The site only permits housing for the elderly. A separate plat note amendment (21-P-230) has also been submitted. This amendment further restricts the age of residents to 62. The applicant has also submitted a minor revision to the Phase III building for improvements to the parking lot which will be impacted by the proposed project.

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

On October 12, 2022, the item was heard and approved by the Community Appearance Board and was approved as submitted.

Eric Power, Director of Planning & Development Services, provided a brief overview of Items 1 and 2, which will be discussed together but voted on separately.

James Kahn, Senior Planner at Keith & Associates, Inc., 301 E. Atlantic Blvd., Pompano Beach, representing the applicant, highlighted a brief PowerPoint presentation. He explained that the previously recorded plat note restricted the number of units; therefore, the applicant wants to revise the note to provide for additional housing, as well as flex units. Further, B'nai B'rith is a not for profit organization, providing affordable housing for aging, low-income seniors, which will be outlined in recorded agreements. Further, the existing site is 3.54 acres, zoned RM-15, and the proposed development is 1.41 acres. Thereafter, a photograph of the proposed development was displayed, be four stories, 62 units - 47 one bedroom and 15 two bedrooms. He said zoning codes have significantly changed since the current buildings were built; whereby, the proposed building is closer to the streets, with parking in the rear to meet the Pioneer Grove standards.

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 because the typical setbacks did not work; therefore, the following three variances are being requested: minimum lot area, minimum corner setback, and minimum landscaped area. Lastly, Mr. Kahn displayed various elevations of the proposed building, which are tan colors, with the bottom portion being a brick material.

In response to Chair Plaut's question, Mr. Kahn replied that the applicant is requesting 35 bonus sleeping rooms (flex units).

Mr. Power explained that a bonus sleeping room is a type of flex unit that has been allocated to the City as a separate category and approved by Broward County.

Chair Plaut opened the public hearing.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, asked city staff why signs have not been added to the site.

Mr. Power replied that the public notice signs are for City Commission meetings only and will be placed at that time.

Mr. Scott spoke in support of the project. He stated that the current directors are not friendly to the community; notwithstanding, he hopes more seniors from Deerfield Beach will take advantage of the additional housing. Thereafter, he provided a brief history of his residency in Deerfield Beach. Lastly, Mr. Scott expressed concern that the applicants have not sought input from the community and stated that moving forward, it should be required.

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

Chair Plaut applauded the applicant for the traffic study, as he was concerned with the number of units compared to the number of parking spaces.

Vice Chair Bennett thanked Mr. Scott for his support of the applications. Thereafter, he asked if there is a way to encourage applicants to do community outreach or seek partnerships.

Anthony Soroka, City Attorney, said unfortunately, it cannot be required at this stage, but the comment has been heard by the applicants and hopefully they will address it prior to the items going before the City Commission.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2023-017: Application 21-P-230. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2023-018: Application 21-RM15-65. The motion CARRIED by unanimous vote.

P.H. 2023-019: APPLICATION 87-B1-74 (PROJECT NAME: 7-ELEVEN #10440)

Applicant: **KEITH**

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

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

SUMMARY BACKGROUND/EXPLANATION

The applicant is seeking approval of a major site plan application to demolish an existing +/- 2,700 square foot convenience store and construct a new 3,205 square foot convenience store. The site plan also demonstrates site improvements including new parking layout, landscaping and lighting.

The property is located at 1991 NE 2nd Street in the B-1 (Business, Community) zoning district of the Deerfield Beach Land Development Code and is approximately 9,375 square feet (0.21 acres) in size.

The subject property is approximately 62 feet in width with the existing building setback approximately 59 feet to the front property line, 33 feet from the rear boundary, two (2) feet from the east side boundary and built to the west side boundary.

In addition to this major site plan application, the applicant is also seeking the following separate approvals by the City Commission:

1. Technical Deviation (Case No. 2518) pursuant to Section 98-88(q) of the Deerfield Beach Land Development Code seeking approval for the provision of twelve (12) on-site parking spaces in lieu of the Code required 22 on-site parking spaces (10 parking space reduction). Whilst the parking does not meet Code, it represents a four (4) parking space increase compared to the existing situation. If approved, the applicant will be required to pay \$6,000 per parking space reduction (\$60,000 total) into a City fund pursuant to Section 98-88(q)(iv)(c).
2. Variances (Case No. 2519) from the landscape requirements of the Deerfield Beach Land Development Code as follows:
 - a. Section 98-80(e)(2)(b) eliminating the 5' wide landscape buffer requirement on the east and west sides of the property.
 - b. Section 98-80(e)(2)(d) eliminating the landscape buffer requirement adjacent to residential properties for the easternmost 24 feet of the property to accommodate emergency egress and provide palms in lieu of the required canopy trees in the remainder of the buffer.
 - c. Section 98-80(e)(8) providing terminal island widths to 5' and 10' on the east side of the property in lieu of the Code required 11' terminal island width.
 - d. Section 98-61 providing 11% landscaped area in lieu of the Code required minimum 15% landscaped area.

The applicant is proposing to remove the existing dumpster at the front of the property and share the use of the dumpster on the adjoining commercial property to the west at 1985 NE 2nd Street (Island Water Sports). The applicant has provided a draft agreement which has been reviewed and approved by the City's Sustainable Management department and City Attorney, as well as provided evidence that the adjoining owners consent to the proposal. The applicant will be required to record this agreement in the Broward County records prior to issuance of a building permit.

The applicant submitted a trip generation analysis which estimates the proposed development will generate an additional 107 net new daily trips, eight (8) net new AM peak hour trips and six (6) net new PM peak hour trips.

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

The Community Appearance Board approved the proposed development plans on September 23, 2020.

Eric Power, Director of Planning & Development Services, provided a brief overview of the item.

Heidi Davis, Gunster Law Firm, 450 E. Las Olas Boulevard., Suite 1400, Fort Lauderdale, representing the applicant, highlighted a brief presentation. She explained that the property is 9,000 square feet and contains an existing 7-Eleven convenience store that is approximately 2,700 square feet and only 62 feet wide, which poses several challenges for redevelopment. The property has a commercial land use designation and is zoned B-1, and includes convenience stores as a permitted use. Thereafter, photographs of the current development were displayed. She said the existing structure contains a dumpster in front of the store, near the sidewalk, which will be torn down during redevelopment.

Continuing, Ms. Davis said the proposed architecture incorporates a metal standing seam roof, which is consistent with neighboring businesses, i.e. Island Water Sports, lap siding bead patterns at the base of the structure, large glass windows and doors, and additional landscaping and parking spaces. Thereafter, the site plan was displayed. All mechanical equipment will be screened on the roof by a parapet surrounding the entire structure. The proposed site plan includes a one-story convenience store that will be 3,205 square feet, 12 parking spaces, with one being handicapped, bicycle rack, and pedestrian walkways. A six-foot masonry wall will be located at the rear of the structure and 7-Eleven will complete the wall to the eastern property line.

Moreover, Ms. Davis said the applicant is requesting a major site plan approval for the convenience store and associated site improvements; technical deviation for minimum parking spaces; four variances for landscaping requirements; and shared dumpster agreement. Currently, there are eight parking spaces with no handicapped; whereas, Code requires 22. Nevertheless, 7-Eleven is requesting the technical deviation as a result of the parking and pedestrian study and showed that the 12 proposed parking spaces were sufficient. Further, the applicant has entered into a mutually shared dumpster agreement with Island Water Sports, which will be located on

their property. Lastly, Ms. Davis said the variances are for landscaping the side buffer yards, landscape islands, and palm trees in lieu of shade trees.

In response to Mr. Chancy's questions, Ms. Davis replied that the dumpster agreement must be adhered to regardless of the sale of either property. Further, she said the parking spaces increased from eight to 12.

Chair Plaut opened the public hearing.

Sheila Fox, 1950 NE 3rd Street, Deerfield Beach, asked how big the parking spaces will be and if the current structure will be demolished, as she is concerned with the construction noise and bright lights at night and in the morning hours.

Mr. Power said all projects must adhere to the City's Code of Ordinances, i.e. noise regulations; therefore, construction can only occur from 7:00 a.m. to 7:00 p.m. Monday - Friday, 9:00 a.m. to 5:00 p.m. on Saturday, and no construction on Sunday.

Ms. Fox said she lives in a 55+ community and many of the residents are retired, so she asked if construction can begin at 8:00 a.m., instead of 7:00 a.m.

Mr. Power stated that 7:00 a.m. is the hour of operation for construction, mowing lawns, etc.; nevertheless, the Board can make a recommendation to the City Commission to delay construction until 8:00 a.m. but the Commission makes the final decision.

Ms. Davis said the parking spaces will be 9 X 18 and 10 X 20, and the lighting meets Code requirements, and the building will be demolished and rebuilt.

In response to Chair Plaut's question, Ms. Davis replied that 7-Eleven will be open 24 hours.

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

In response to Chair Plaut's question, Kenny Tharrington, Creighton Construction, replied that the typical schedule is six months, but may take less time due to the size of the property.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve P.H. 2023-019: Application 87-B1-74. The motion CARRIED by unanimous vote.

P.H. 2023-020: APPLICATION LUPA #66A (PROJECT NAME: LUPA #66A)

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Land Use Plan Amendment application seeking to amend the existing land use from Conservation to Residential Medium 16 Dwelling Units per acre.

Location: The property is generally described as a 1-48-42 N 177.70 OF S3/4 OF E1/2 OF E1/2 OF W1/2 OF SE1/4 **and located at 555 SW 3rd Avenue.**

SUMMARY BACKGROUND/EXPLANATION

The City of Deerfield Beach is the owner of this property and has identified this 1.36-acre parcel as an area of opportunity for affordable housing development. In order for the City to be able to make this property available under the property disposition process, the Land Use must be amended. The current Land Use is Conservation. The property is not part of the Tivoli Sand Pine Preserve. This property was dedicated to the City in 1974 and has been maintained as open space since that time. In order to amend the Land Use, the City is required to submit an application to Broward County with the request.

Upon approval of the Land Use Change, the City will also be required to amend the Zoning from S, (Open Space) to RM-15, (Residence, Multi-Family).

Upon the completion of the Land Use and Zoning amendments, the City will be able to offer this property as a developable property for affordable housing.

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

Eric Power, Director of Planning & Development Services, said the City has owned the 1.36-acre parcel located at 555 SW 3rd Avenue since 1974. The current land use designation is conservation, which is recognized by Broward County as open space. He stated that the site is not a conservation site but is adjacent to the Tivoli Sand Pine Preserve which occurred in 1984. Further, the City intends to amend the land use and once approved, the City will request approval to rezone the property. The proposed land use designation will be residential medium, 16 dwelling units per acre, and the site will most likely be townhomes or villas, not apartments, and could potentially house 25-30 units with the addition of flex units. Mr. Power said if this change occurs, the property will be available for a developer or nonprofit to go through the City's property disposition application process, which allows for the sale or lease of city property. Lastly, Mr. Power said the land use amendment must go to the County for approval, which could take six months and if approved, the property will go through a rezoning process. Thereafter, he displayed an aerial map of the property location.

In response to Ms. Beckford's questions, Mr. Power replied that the dedication for this proposed property would be affordable housing. He explained that it costs around \$17,000 to submit a land use plan amendment application to Broward County; however, there are two caveats to that fee, one of which is affordable housing. Further, he said age restrictions would be up to the property owner.

Anthony Soroka, City Attorney, stated that upon submission of the application, the County will request a recorded document outlining the use of this application as affordable housing.

In response to Mr. Chancy's questions, Mr. Power replied that the City is proposing a density of RM-16, which could potentially house 25-30 units, but is ultimately up to the developer. Further, he said the property to the north will not be limited but he is unaware of any proposed redevelopment. Lastly, he is unsure if the units will be rentals, as it would be up to the developer;

nevertheless, all residential developments within Broward County are required to submit a School Capacity Availability Determination (SCAD) letter.

In response to Chair Plaut's questions, Mr. Power replied that the City Commission can choose to sell the land, donate the land, or sell the land at a price or value that is in between; nevertheless, it will be a deed restricted property for affordable housing. Further, the City is required to assess the value of the land, as is the applicant, and once completed, a negotiation will be brought to the Commission who can decide to accept the applicants' value, counter it, or donate.

Mr. Soroka said that is correct. There is a City Charter provision for selling, leasing, or transferring property valued at \$750,000 or more, which requires referendum approval of the voters, but according to the property appraiser, it is currently valued under \$750,000. Thereafter, he outlined the property acquisition process.

In response to Vice Chair Bennett's question, Mr. Power replied that the property can remain as is, but the City is trying to increase affordable housing.

In response to Mr. Chancy's questions, Mr. Soroka replied that the sale of the property is independent from what this board will review; however, once the property is purchased, the site plan, plat, etc. will come before this board. Further, he stated that the Commission decides whether to sell the property; however, prior to making that decision they are going to want to know what is being proposed.

In response to Mr. Chancy's questions, Mr. Power outlined the process moving forward. Further, he said all property owners living within 500 feet of the proposed property received a notice for this meeting.

Chair Plaut opened the public hearing.

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

In response to Vice Chair Bennett's question, Mr. Power replied that the property can be developed into a park under the current designation but is not part of the City's plan.

In response to Chair Plaut's question, Mr. Power replied that this change has been discussed amongst city staff for quite some time.

Motion was made by Ms. Beckford and seconded by Ms. Balaun to approve P.H. 2023-020: Application LUPA #66A. YEAS: Ms. Balaun, Ms. Beckford, Vice Chair Bennett, and Chair Plaut. NAYS: Mr. Lane.

STAFF REPORT

January Meeting - Eric Power, Director of Planning & Development Services, stated that there will most likely not be a meeting in January.

Comprehensive Plan - Mr. Power stated that the Commission approved the Comprehensive Plan on November 15th, which has been submitted to the State.

Happy Holidays - Mr. Power wished everyone a happy holiday.

CHAIRMAN'S REPORT

Happy Holidays - Chair Plaut wished everyone a happy holiday and thanked staff and the Board for all their hard work.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to adjourn the meeting at 8:12 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings at the
Doubletree Hotel, Hillsboro Blvd., Deerfield Beach, FL.

Minutes of the meeting held on December 5, 2022

Trustees Present:

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

Trustees Not Present:

Also in Attendance:

Burgess Chambers, Burgess Chambers & Associates
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Lorium Law, Fund Counsel
Chad Little, Freiman Little Actuaries
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.
Brian Baker, plan member
Daniel Cahill, Constitution Capital
Daniel Clare, Constitution Capital
Emily Liao, Euro-Pacific International
Jason Smith, Euro-Pacific International

The Chairman called the meeting to order at 8:45 A.M.

TRUSTEE COMMENTS

Trustee Frazer thanked the Board for allowing him to serve for the past years and expressed that working with all the Trustees and service providers was a pleasure. The Board thanked Trustee Frazer for his service and contribution to the Board. Trustee Young advised the Board that this is also his last meeting as his term has expired. He would like others in the fire department to have an opportunity to serve on this Board and expressed that if he is ever needed to serve on this Board again, he would gladly do it. The Chairman thanked both Trustees for their service and contribution to the Board. Trustee Young thanked the Chairman for his 17 years serving on this Board.

INVESTMENT

Mr. Chambers gave the Trustees a brief overview of Euro-Pacific and stated that they had done well compared to their peer group. Their results are favorable for the new Quarter beginning October 1, 2022.

Euro-Pacific International – Jason Smith and Emily Liao

Mr. Smith thanked the Board for allowing them to present today. He introduced Emily Liao, Investment Director with the Capital Group. Ms. Liao presented the Capital Group as a privately held organization investing since 1931 with the long-term approach being driven by fundamental global research, including ESG considerations. Multiple portfolio manager teams look to combine high conviction with collaboration, with 476 Capital Group investment professionals worldwide. She discussed the portfolio's positioning and she stated that they are trying to achieve long-term growth capital. The best opportunities for growth in markets outside of the US include countries such as China, Brazil, India, and similar countries. She stated that this is a portfolio heavily invested in emerging markets over the past ten years. She noted that today they have less exposure to China, Taiwan, and Hong Kong. However, they do not focus on the short-term macro but instead, focus on expectations for the next three to five years.

Ms. Levy asked how Capital Group factors in human rights violations when assessing a plan. Ms. Liao responded that this is something for which they are concerned. They have a department that oversees very severe human rights, corporate governance, and environmental issues. Mr. Chambers asked Ms. Liao how they determine suitable investments when so many companies are international in the scope of their operation. Ms. Liao replied that they emphasize reviews of standalone global companies.

Mr. Smith brought to the Board's attention that their strategy has been around since April 16, 1984. Therefore, they have a long history of results. The three years, five-year, and ten-year results have exceeded the index.

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

The Trustees asked Mr. Chambers if he had any recommendations at this time in terms of the investments in Euro Pacific. Mr. Chambers responded that they are invested in International under the investment policy threshold of 15%. He suggested waiting until next year and considering reducing the investment asset allocation internationally from 15% to 10%.

Constitution Capital – Daniel Cahill and Daniel Clare

Mr. Cahill thanked the Board for allowing him the opportunity to present. He stated that Constitution Capital is a private equity company. He explained that they are a "middle market buyout fund". They buy companies alongside fund managers that they give money to, that are typically \$2 hundred million to \$5 hundred million in size. They are not looking at these investments short-term but instead build the company's growth over 4 to 6 years and then sell it.

Mr. Clare briefly discussed the private credit aspect of the company. They lend to private companies. However, they are not a bank. They have much more flexibility in how they structure their loans and monitor them. Their loans get much higher returns than what a bank would charge.

Mr. Cahill briefly discussed the three investment strategies. In Private Equity, they make Partnership Investments and Equity Co-Investments, and on the Private Credit side, Opportunistic Credit Investments; he discussed in detail the internal process they go through in evaluating opportunities.

In terms of the company's experience, the senior team has worked together for 33 years, and they have had zero turnover in the Partner Group; all teams represented in the Investment Committee meetings, and the partners have completed 270+ investments.

In conclusion, Mr. Cahill advised the Board that should the Board invest with Constitution Capital, they would be supporting a company whose investors have been doing this for over 30 years and are very cautious investors. They thanked the Board again for the opportunity to present and complimented the Trustees for asking good questions and having a robust discussion.

Mr. Chambers advised the Board to invest in this company in all three categories. He recommends investing 25% or \$1MM in Partnership Investment Co-Invest, 25% or \$1MM in Equity Co-Investment, and 50% or \$2MM in Opportunistic Credit Investment.

A motion made by Trustee Hill seconded by Trustee Campbell to allocate \$4MM to Constitution as stated above, \$1MM to Partnership Investment, \$1MM to Equity Co-Investments, and \$2MM to Opportunistic Credit Investment contingent upon document review and approval by Plan Counsel motion passed unanimously passed.

Ms. Levy advised the Board that she will begin the process of working with Constitution Capital and reviewing the investment documentation.

Burgess Chambers & Associates, Inc. – Burgess Chambers

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

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

For the Quarter, the Trust was down \$4.9 million or -3.6% net;
For the one year, the Trust was down \$19.8 million or -13.1% net (top 37th percentile);
For the three-year, the Trust earned \$23.2 million or +6.1% net (top 9th percentile);
For the five-year, the Fund earned \$34.3 million, on average, +5.6% net (top 13th percentile)

Mr. Chambers reported to the Board that he visited Eaton Vance and felt they were doing what they were supposed to do. They are not a Large Cap Manager. They are somewhere in the middle. He discussed the merger with Morgan Stanley and any possible effect on Eaton Vance. His impression is that Eaton Vance will not invest in IPOs (Initial Public Offerings), which, in his opinion, is good. Ms. Levy stated that she had confirmed this with Eaton Vance when the merger first occurred.

This concluded the investment report.

MINUTES

The Chairman asked if anyone had any questions regarding the meeting minutes held on August 29, 2022. There are no questions

A motion made by Trustee Frazer, seconded by Trustee Campbell, to approve the meeting minutes held on August 29, 2022 motion passed unanimously.

ACTUARY

Mr. Little updated the Board regarding the receipt of the State Money. He reminded the Board that he reported receiving just under a half million at the last meeting. Another \$433,000 was sent to the State Educational Trust Fund for them to decide how much they needed and how much to send back. They sent \$11,274.93 out of \$433,000. The threshold for the share account was \$618,000. Since the total is less than that amount, there would not be a share allocation for the year.

This concluded the actuary report.

ATTORNEY'S REPORT

Ms. Levy advised the Board that two Trustee positions are up for election. She reported that strict procedures must be followed according to the local ordinance and went over the specific guidelines. The date of the election will be January 6, 2023. A representative from the Board, along with her and the City Clerk, must be present on that day, and at 5:01 P.M., the election forms are tallied. The Chairman volunteered to be present on January 6, 2023, along with Ms. Levy and the City Clerk.

Ms. Levy advised the Board that Bloomfield required funding, and they will be moving cash to fulfill that capital call commitment.

The next item Ms. Levy discussed was the North Miami Beach Police incident. If the Board desires, the Auditor can do an internal controls audit. The Custodian's procedures for letters of direction processes have not been consistent although there is no reason to believe there is an issue. This is an area she recommends the Auditor express their viewpoint on these inconsistencies. Ms. Levy also suggested that the Custodian attend a meeting to respond to Trustee questions and concerns regarding their processes, procedures, and internal controls. The Trustees asked Ms. Levy to have a discussion with the Auditor and ask the Auditor to be prepared at the next meeting to discuss this topic.

This concluded the attorneys' report.

ADMINISTRATOR

Mr. Falcon presented the disbursements for the City of Deerfield Beach Firefighters Pension Fund Disbursements/Ratifications for August 16, 2022, to November 30, 2022, in the amount of \$114,910.15.

A motion made by trustee Frazer seconded by Trustee Campbell to ratify the disbursements as stated above motion passed unanimously.

Mr. Falcon advised the Board that in previous meetings, he was asked to compare the legal fees the Plan is paying with other Plans. Currently, the Board is paying \$300 an hour for legal work, and this was a fee established many years ago. In evaluating other available service providers, he could not find any less than \$350 per hour. He advised the Board that he works with Ms. Levy on many pension-related items that are not billed to the Plan, and therefore, he recommends the Board consider increasing the hourly rate from \$300 to \$350.

A motion made by trustee Frazer seconded by trustee Campbell to accept the Administrator's recommendation to increase the Plan Counsel's hourly rate from \$300 to \$350.00 effective immediately passed unanimously.

This concluded the Administrator's report.

OLD BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

None

ADJOURN

The Board scheduled the next regular pension meeting for **March 6, 2023, at 8:30 A.M.**

There being no further business to discuss,

A motion was made by Trustee Campbell, seconded by Trustee Frazer, and unanimously passed to adjourn the meeting at 11:57 A.M.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

January 25, 2023

Doug Gonzales

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Silvio Baca, Code Compliance Manager
Sonya Lowe, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Wendy Johnson, Administrative Assistant

For the record Maritza Martinez, 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>
6	22120055	DEERFIELD STATION INVESTMENTS LLC	1240 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 34 STRAW BAN ARTICLE X. - PLASTIC STRAWS PROHIBITION: Sec. 34-180(b)(1) Prohibition on distribution, sale, or use of plastic straws. Chapter 38 - FINANCE TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIO ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
8	22120031	ROCKET FUEL HEADQUARTERS, INC	3248 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- HENRY IZQUIERDO FINAL ORDER ISSUED COMPLY BY 4/21/2023 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST

9	22120035	AW HOLDINGS DEERFIELD INC	1245 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 3/22/2023
11	22090128	CRYSTAL LAKE COMMERCE CENTER LLC	4250 N POWERLINE RD, 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 2/17/2023 \$250 PER DAY \$80 PROSECUTION COST
12	22100033	CENTURY PLAZA ASSOCIATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$175 PER DAY

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permit	\$80 PROSECUTION COST
14	23010018	TARGET CORPORATION T-1337 % PROPERTY TAX DEPT TPN-0950	1200 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-9(g) - Defacing or damaging property of another.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/4/2023 \$250 PER DAY \$80 PROSECUTION COST
15	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 6/28/2023
18	23010012	ANGLO AMERICAN LLC	3652 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/4/2023 \$250 PER DAY \$80 PROSECUTION COST

20	22120066	WOOLBERT,CARRIE L MANKOWICH,LORI RAE	3770 NW 6 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 2/22/2023
21	22120008	COMMISSO,DOMINIC COMMISSO,TERESA	1032 VENTNOR H, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- DOMINIC COMMISSO FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$125 PER DAY \$80 PROSECUTION COST
22	22120030	SANTOS,EUDES S	3830 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- EUDES SANTOS FINAL ORDER WAS ISSUED COMPLY BY 2/17/2023 \$200 PER DAY \$80 PROSECUTION COST
23	22120037	HOLGER & JUDI BEALUM FAM TR BAEUM,HOLGER TRSTEE	355 NE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS PRESENT- KRISTAN BAEUM FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY

					\$80 PROSECUTION COST
24	22120038	GRACE BAPTIST CHURCH OF DEERFIELD BEACH	501 NE 48 ST, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENTS WERE PRESENT-DUANE POWELL, GARY COLLOCH FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY \$80 PROSECUTION COST
25	22120039	DARCO ONE LLC	830 NE 43 CT, UNIT 1-8, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENTS WERE PRESENT- MATTHEW DARCH BARBARA DARCH FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY \$80 PROSECUTION COST
28	22120042	UNION PLANTERS NATIONAL BANK % PTM LLC	225 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY \$80 PROSECUTION COST

30	22120027	HELENE SMITH REV TR SMITH,HELENE G TRSTEE	330 SE 19 AVE, UNIT I, 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 2/17/2023 \$175 PER DAY \$80 PROSECUTION COST
32	22110026	PENTHOUSE NORTH ASSN INC	107 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88(j)(5)(5) Light Illumination	RESPONDENTS WERE PRESENT- ATTORNEY STEVEN A. SHACK DEBRA ANNLEE BIGBEE JANE MURRAY FINDING OF FACT ORDER ISSUED COST WAIVED
33	22120005	SILVA,EDUARDO SANDRE SILVA,SUELLEN	416 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 – SILVIA PEREIRA FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$125 PER DAY \$80 PROSECUTION COST
34	22120006	BOYCHUK,OKSANA BARILLOVA,MARYANA	2044 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – PETER RUSEK FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$125 PER DAY

					\$80 PROSECUTION COST
43	22120023	SHARON PRASHKOVSKY LLC	550 NE 44 ST, UNIT A-M, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$175 PER DAY \$80 PROSECUTION COST
47	22120196	ADRIANA KOVALOVSKA LIV TR KOVALOVSKA,ADRIANA TRSTEE	710 NW 38 TER, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENTS WERE PRESENT – LUIS TORRES ANDRIANA KOVALOVSKA FINDING OF FACT ORDER COST WAIVED
49	23010035	VIA VENEZIA LLC	2898 DEER CREEK VIA VENEZIA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/23/2023 \$250 PER DAY \$80 PROSECUTION COST STATUS HEARING ON 2/22/2023
50	23010036	MCDONOUGH,JUDITH A JUDITH A MCDONOUGH TR	2874 DEER CREEK VIA VENEZIA,	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENTS WERE PRESENT – ATTORNEY MICHAEL BLOOM JUDITH MCDONOUGH

			DEERFIELD BEACH, FL 33442	Section 14-105(4) - Exterior building and structure standards.	FINAL ORDER ISSUED COMPLY BY 6/23/2023 \$250 PER DAY \$80 PROSECUTION COST STATUS HEARING ON 2/22/2023
51	23010034	CONNOR,KEVIN D & SUSAN P SUSAN & KEVIN CONNOR REV TR	2886 DEER CREEK VIA VENEZIA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – ATTORNEY MITCHEL ADLER DANIELLE PRETZER RAPHALL MARTINS KEVIN CONNOR FINAL ORDER ISSUED COMPLY BY 6/23/2023 \$200 PER DAY \$80 PROSECUTION COST STATUS HEARING ON 2/22/2023
52	23010041	MINASY,KEITH KEITH MINASY LIV TR	605 DEER CREEK VIA VERONA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – ATTORNEY MICHAEL S. BLOOM KEITH MINASY CONTINUED TO 2/22/2023
53	23010038	PRATHER,KATHRYN SUZANNE SWIHURA,GREGORY M	639 DEER CREEK VIA VERONA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – ATTORNEY MICHAEL S. BLOOM SUZANNE PRATHER GREGORY SWIHURA

					CONTINUED TO 2/22/2023
54	23010039	CHICOYNE,JACQUES	623 DEER CREEK VIA VERONA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT – ATTORNEY MICHAEL S. BLOOM JACQUES CHICOYNE CONTINUED TO 2/22/2023
58	22120131	MIANO,BILLIE M MIANO,PAUL	301 SE 2 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$175 PER DAY \$80 PROSECUTION COST
60	22120124	LANDIVAR,DAVID D & TATYANA G	1330 SW 7 AVE. DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$175 PER DAY \$80 PROSECUTION COST
61	22120125	MCBURNEY,JOANNE LE HENDERSON,ROBERT HOWARD	1532 SE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- TONY ALIAPA

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$125 PER DAY \$80 PROSECUTION COST
62	22120128	JORDAN,ERMA	173 SW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT ORDER OF DISMISSAL ISSUED
63	23010033	PILLU,KEVIN	471 NW 38 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – KEVIN PILLU FINAL ORDER ISSUED COMPLY BY 2/4/2023 \$200 PER DAY \$80 PROSECUTION COST
64	22120059	DIEUDONNE,MARIE	4410 NE 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENTS W PRESENT – MARIE DIEDONNE SIMON WISLER FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$150 PER DAY \$80 PROSECUTION COST

65	22120065	SHEPPARD,C A & CYNTHIA G	401 NE 39 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – CHARLIE SHEPPARD FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
66	22120034	LEWIS,ROSABELL EST	561 SW 12 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -	RESPONDENTS WERE PRESENT – JORGE TRIGO JOAN TRIGO CONTINUED TO 4/26/2023

				88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
67	22120133	FLORES,ALEYDA	304 NW 43 PL, 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 – ALEYDA FLORES FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY \$80 PROSECUTION COST
69	22120135	EXCELL HOMEVESTORS LLC	4333 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
70	22120139	EXCELL HOMEVESTORS LLC	201 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
73	22120068	GALLAGHER,LISA M	880 NE 49 ST, DEERFIELD BEACH, FL 33064	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 FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
76	22120057	ANDISON,HUGH J	817 NE 5 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT CONTINUED TO 2/22/2023

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	
77	22120058	SHARP, EDDIE L	158 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 2/22/2023
78	22120060	MESADIEU, SIPHORDIEU & VITONNIA VILARM	201 NW 40 ST, DEERFIELD BEACH, FL 33064	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 Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT - JERRY SIPNORDIEU CONTINUED TO 2/22/2023

79	22120062	SILVA,RAFAEL H/E SILVA,DANIELLI	316 NW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(c) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 2/22/2023
81	22120032	EMMANUEL,PAUL & EMMANUEL,MARIE	1231 SW 11 AVE, UNIT 1-2, 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. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT – MARIE EMMANUEL FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$75 PER DAY \$80 PROSECUTION COST
84	22120021	GONZALEZ, NOE VILCHIS SANCHEZ, MONICA CARBAJAL	249 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$175 PER DAY \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
85	22120022	MAVROGIANNIS,AUGUSTINO MAVROGIANNIS,LAURA	1305 SE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 2/22/2023
86	22120015	TERRILL,ROSILDA ALVES H/E LIMA,FABIO	1313 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-14. - Same— Encroaching on property of others.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$150 PER DAY \$80 PROSECUTION COST
87	22120016	BOZZOMO, FRANK	341 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(E)(11) - Landscape Requirements	RESPONDENT WAS PRESENT – FRANK BOZZOMO FINAL ORDER ISSUED COMPLY BY 3/17/2023 \$100 PER DAY \$80 PROSECUTION COST

91	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- 80(K)(14)(b) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES CERTIFIED \$80 PROSECUTION COST
92	23010068	TROIA,RICHARD	1461 SE 2 ST, UNIT 1-4, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permit	RESPONDENT WAS PRESENT – GARY HANN FINAL ORDER ISSUED COMPLY BY 2/17/2023 \$250 PER DAY \$80 PROSECUTION COST
93	22120250	FORTUNA PORTFOLIO LLC	1500 NW 45 ST, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-68.(a)(1- 4) - Collection scheduling and placement. Modified	RESPONDENT WAS PRESENT – OVIDIU EHRCAR FINDING OF FACT ORDER COST WAIVED

A	21060102	FOARCE, CALIN M & VALERIA L POPA, STANISLAV	23 NE 11 WAY, 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 - ATTORNEY ERIK C. NEUDOFF JACKON PELLINGRA ARIEL GARIVO FINES MITIGATED FOR \$5,000 TO BE PAID BY 3/22/2023
B	21110253	PRECISION INVESTMENTS LLC	1208 W NEWPORT CENTER DR, 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 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT – ATTORNEY DAVID R. ROY NO REDUCTION ORDERED FINE OF \$1,100 DUE
C	19050002	SOUZA, TELMA H/E SOUZA, ELSON	343 SW 32 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – RODRIGO GHETTI FINES MITIGATED FOR \$5,080 TO BE PAID BY 7/26/2023

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	
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				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
D	21070477	PINO,SALVATORE J	11 KESWICK A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – SALVATORE PINO FINES MITIGATED FOR \$1,500 TO BE PAID 4/26/2023
E	22070195	BUENO,RICARDO	660 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape area Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES	RESPONDENT WAS PRESENT – RICARDO BUENO NO REDUCTION ORDERED FINE OF \$81,080 DUE

				ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 - Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	
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				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	
F	21090042	PANCHENKO,ANNA & VLADIMIR	351 KESWICK C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – VLADIMIR PANCHENKO FINES MITIGATED FOR \$10,000 TO BE PAID BY 2/7/2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Doug Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

February 7, 2023

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Silvio Baca, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk
Wendy Johnson, Administrative Assistant

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	22120094	EISENBERGER,OTTO LE H/E EISENBERGER,RACHEL LE ETAL	1021 SWANSEA B, DEERFIELD BEACH, FL 33442/FIRE CODE VIOLATION	FIRE PREVENTION CODE 10.2.5 Owner/Occupant Responsibilities NFPA 1 2012 ed. FFPC	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
2	22120116	1101 MILITARY TRAIL INVVESTMENTS, LLC	1101 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- VALERIA ANDAIA EXTENDED TO 3-7-2023
4	22120247	BIEN-AIME,MICHAEL	4404 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 58 - SOLID WASTEARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
5	23010015	BATMASIAN,JAMES H & MARTA	125 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Sec 102-8 (f)(3)(a-f) Sandwich Board Signs	RESPONDENT WAS PRESENT- DONALD ANDERSON

					FINDING OF FACT ORDER ISSUED COST WAIVED
7	22120086	HILLSBORO TECHNOLOGY CENTER LLC ATTN:MALCOLM BUTTERS/PERMITS	350 HILLSBORO TECHNOLOGY DR, 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 CONTINUED TO 3-7-2023
8	22120048	PALM PLAZA BUILDING LLC /BTR	816 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
9	22120054	AMERICAN LEGION GLENN MILLER POST 287 INC/PROP. MAINT.	191 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
10	23010174	WEINGARTEN NOSTAT INC %KIMCO REALTY CORPORATION	3600 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE II. - COLLECTION AND DISPOSAL DIVISION 1. - GENERALLY Section 58-35. - Illegal disposal of garbage, etc.	RESPONDENT WAS PRESENT- OSWALD PAUL REMEDIAL ORDER ISSUED FOR \$5,000 PLUS \$80 PROSECUTION COST

11	22090111/c m/cost	LJB1 LLC %NEAL PROPERTY MANAGEMENT	3825 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-5. (b) - Permits. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
12	22070019	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- CRAIG ELDERMAN EXTENDED TO 3-3-2023
13	22090110	REALTY INCOME PROPERTIES INC ATTN: PM DEPT 1058	3801 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-3-2023 FOR \$100 PER DAY
14	22100002	FITZ-HALL INC	4251 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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS PRESENT- CARL JOHNSON CONTIUED TO 3-7-2023
15	22100003	LA ROCCA, JOSEPH /PROP. MT	4201 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				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.	CONTINUED TO 3-7-2023
16	22080163	SHOON PROPERTIES LLC	261 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-105. - Outdoor seating.	RESPONDENTS WERE PRESENT- RUSTY RICH JOSEPH TIRINKIAN EXTENDED TO 3-3-2023
17	22100044	AGUIAR & MANSUR LLC	606 SW NATURA BLVD, UNIT 301, DEERFIELD BEACH, FL 33441 301	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 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
18	22090187	EUCEDA,DINIA ARGUETA JUAREZ,LUIS HENRIQUEZ	1417 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-3-2023 FOR \$100 PER DAY

19	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 3-7-2023
20	22120180	SNYDER,RICHARD B	1943 DEER CREEK WILDWOOD LN, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT CONTINUED TO 3-7-2023
21	22120184	DURO ROCAR LLC	274 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT MAXIMO CORTES CONTINUED TO 5-9-2023

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
22	22120200	BONILLA,DERCIO	4351 NE 6 TER, 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- DERICO BONILLA CONTINUED TO 5-9-2023
25	22120246	MYERS,LORRAINE L JONES,DELOIS EST	714 NW 1 WAY, 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 V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- LORRAINE JONES CONTINUED TO 4-11-2023
26	22110018	SPARKS,PHILLIP	137 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling	RESPONDENTS WERE PRESENT- JOSH SELBACH PHILLIP SPARKS VERONICA SPARKS ISSUED REVISED FINAL ORDER COMPLY BY 3-3-2023 \$500 PER DAY
27	22090148/ cm/cost	SCHAFER,ALAN	717 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CERTIFIED WITH \$80 PROSECUTION COST
36	22120074	ROWE,ANDREW & STEPHANIE	609 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
37	22120072	RUMBAO,DIANA	605 REPUBLIC CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
38	22120088	BLUM,CHARLES W	4025 UPMINSTER K, 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 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
40	22120110	LYSIAS,FIOLE	288 NE 44 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- FIOLE LYSIAS FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
43	22120126	SACASAS,JUAN C & ENEYDA H	200 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- ENEYDA SACAAS

				ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
44	22120153	SHREE SAI PROPERTIES LLC	100 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- RUSTY RICH URMIL PATEL FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
45	22120159	HABER,ARTHUR & ELAINE	1002 WESTBURY F, UNIT 1002, DEERFIELD BEACH, FL 33442 1002	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 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
46	22120182	JOSEPH,KELLY	4611 NE 1 AVE, DEERFIELD BEACH, FL 33064	Chapter 10 - ANIMALS Section 10- 4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT KELLY JOSEPH FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
47	23010031	PRISMA PROPERTY INVESTMENT LLC	NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENTS WERE PRESENT- SUSAN SOSA

				14-106(b) - Minimum standards for yard and landscape areas.	VALZEZ SOSA FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
48	22120077	RUSCIO,ANNUNZIATA	1631 RIVERVIEW RD, UNIT 803, DEERFIELD BEACH, FL 33441 803	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANNUNZIATA RUSCIO CONTINUED TO 4-11-2023
49	23010236	HOGG,BROOKE A H/E HOGG,CLAYTON	1209 SE 9 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- CLAYTON HOGG FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
51	23010157	SANTOS,ALBERTO P DOMINGUES DOS /50 YR BUILDING PERMITS/TAB#51-66	1060 CRYSTAL LAKE DR, UNIT 402, DEERFIELD BEACH, FL 33064 402	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- IVAN FALVEZ FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
67	22120093	SML DEERFIELD BEACH LLC /PERMITS	2030 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- EZRA BARUKH CONTINUED TO 3-7-2023

68	22120197	WEINER,ERIC / SOLID WASTE NAB	4179 NW 5 DR, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (f) - Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE Section 58-70.(a) - PREPARATION OF BULKY YARD AND VEGETATIVE WASTES.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
69	23010013	PORCELLA,PIETRO & KIRSTEN S	221 NW 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$150 PER DAY \$80 PROSECUTION COST
70	22120043	BOOPS ENTERPRISES LLC /40 YR	4071 N DIXIE HWY, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$150 PER DAY \$80 PROSECUTION COST
71	22120046	4300 CRYSTAL LAKE LLC /40 YR	4300 CRYSTAL LAKE DR, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$250 PER DAY \$80 PROSECUTION COST

72	22110025	1065 BERKSHIRE D LLC	1065 BERSHIRE D, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-7-2023 FOR SERVICE
73	22120061	RUDNICK,JASON H/E RUDNICK,MICHAEL/PERMITS	4009 NW 1 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-7-2023 FOR SERVICE
76	22120104	WYNN,ISAIAH JR /LANDSCAPE	330 NW 4 PL, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46- 28(a) - Storage of materials. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT- ISAIAH WYNN CONTINUED TO 3-7-2023
78	22120107	PIERRE,SMITH & GISELE /LANDSCAPE	440 SW 15 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46- 14. - Same—Encroaching on property of others.	RESPONDENT NOT PRESENT CONTINUED TO 3-7-2023 FOR SERVICE

79	22120185	EXANTUS,NADINE/LANDSCAPE	173 SW 1 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 3-7-2023
80	22120188	STORAGE EXPRESS II INC	500 NW 48 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSE Section 46-14. - Same—Encroaching on property of others.	RESPONDENT NOT PRESENT CONTINUED TO 3-7-2023
83	22120085	HODGE,SHARON HODGE,JOSEPH T IV/LANDSCAPE	3962 NW 1 DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 3-7-2023
84	22110012	PEREIRA DOS SANTOS,DELVISON	378 SW 30 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-3-2023 FOR \$100 PER DAY
85	22110013	KAYE,JEFFREY P /LANDSCAPE	260 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-3-2023 FOR \$100 PER DAY

86	22080182/ cm/cost	GRAVES, MARY ANN GRAVES FAM REV LIV TR/LANDSCAPE	1242 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
87	22090001- TAB 87-188	GEM DEERFIELD GARDENS LLC	5350 NE 5 TER, UNIT 5209, DEERFIELD BEACH, FL 33064 5209	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- CLAUDIA MAREIDA EXTENDED TO 4-7-2023
189	21010139- 189- 244	ALEXANDRA T JANSSEN REV TR JANSSEN, ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT EXTENDED TO 6-9-2023
245	23010018/ cm/cost	TARGET CORPORATION T-1337 % PROPERTY TAX DEPT TPN-0950	1200 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46- 9(g) - Defacing or damaging property of another	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
246	23010012	ANGLO AMERICAN LLC	3652 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
247	23010033	PILLU, KEVIN	471 NW 38 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- KEVIN PILLU EXTENDED TO 3-3-2023

				ENFORCEMENT Section 98-113(a) Building permits	
248	23010029	PRISMA PROPERTY INVESTMENT LLC	750 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- KAUEEN BROWN DALEY FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY \$80 PROSECUTION COST
249	23010030	BROWN DALEY,KAULEEN	751 NE 45 CT, 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 ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots.	RESPONDENT WAS PRESENT- KAUEEN BROWN DALEY FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY COST WAIVED
250	23010032	BROWN DALEY,KAULEEN	760 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- KAUEEN BROWN DALEY FINAL ORDER ISSUED COMPLY BY 3-3-2023 \$100 PER DAY COST WAIVED
251	23010243	JIMENEZ FAMILY LIMITED PARTNERSHIP %A1 BODY & GLASS LLC	540 NW 42 CT, UNIT 1-2, DEERFIELD BEACH, FL 33064 1-2	Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-8 (b) (6) - Minimum standards for interior of structures.	RESPONDENT WAS PRESENT- KATHLEEN BIENAIME FINAL ORDER ISSUED

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures.	COMPLY BY 2-17-2023 \$250 PER DAY \$80 PROSECUTION COST
A	21060066	PATHWAY VENTURES LTD	2301 W SAMPLE RD, UNIT 1-1A,DEERFIELD BEACH, FL 33073 1-1A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- ATTORNEY ALEX ROSENTHAL JOANNA CALDER FINES MITIGATED FOR \$7,500 TO BE PAID BY 3-7-2023
B	20110007	PATHWAY VENTURES LTD	2301 W SAMPLE RD, UNIT 1-1A,DEERFIELD BEACH, FL 33073 1-1A	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENTS WERE PRESENT- ATTORNEY ALEX ROSENTHAL JOANNA CALDER FINES MITIGATED FOR \$2,700 TO BE PAID BY 3-7-2023
C	21070439	ALVARADO,OLGA	320 NW 43 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- OLGA ALVARADO FINES MITIGATED FOR \$1,000 FOR ALL CASES TO BE PAID BY 5-9--2023
D	20010182	ALVARADO,OLGA	320 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- OLGA ALVARADO

					FINES MITIGATED FOR \$1,000 FOR ALL CASES TO BE PAID BY 5-9--2023
E	21080183	ROBBINS,MATT	2420 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 206-D	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MATT ROBBINS FINES MITIGATED FOR \$1,800 TO BE PAID BY 3-7-2023
F	22090190	GHANEM,MICHAEL	316 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
G	22090155	PATHWAY VENTURES LTD	2301 W SAMPLE RD, UNIT 1-1A,DEERFIELD BEACH, FL 33073 1-1A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ATTORNEY ALEX ROSENTHAL JOANNA CALDER \$80 COST DUE
H	19120032	ASSANTES,ROBERT & MARY	5001 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. - STOPPING, 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	RESPONDENT WAS PRESENT- ROBER ASSANTES FINES MITIGATED FOR \$2,580 TO BE PAID BY 3-7-2023

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
I	22070203	MEADOWRIDGE EAST ASSN INC	1993 SW 15 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT BUT LEFT- STACY SUNANON DEBRA S KELLY JUDY CLEM JANE VOLLONO VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date



Regular City Commission Meeting - March 28, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, March 28, 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 March 28, 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 March 28, 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 March 28, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/86931056939?pwd=MEtZK0reEx6WUVqS2VvUjFpekZQT09>
 - 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: 869 3105 6939#, Participant ID: #, Passcode: 285049#

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 March 28, 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. 2023-1766

Agenda Date: 3/28/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Joseph Cummings as an alternate member to the Community Appearance Board to fulfill an unexpired term; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On July 26, 2022, Daryl Brown resigned from the Community Appearance Board, creating a vacancy. Joseph Cummings has expressed an interest in serving on the Board and has been nominated by Commissioner Bernie Parness to fulfill the unexpired term.

Current Activity

Upon approval, the Board will have five regular members, with no vacancies, and two alternates, with three vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING JOSEPH CUMMINGS AS
AN ALTERNATE MEMBER TO THE COMMUNITY APPEARANCE
BOARD TO FULFILL AN UNEXPIRED TERM; AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach's ("City") Community Appearance Board (the "Board") was created pursuant to the Section 78-1 of the City's Land Development Code ("Code") to enhance community character, promote urban beautification, require that new projects and development enhance that which already exists, and to provide the Planning and Development Services Department with design consultation when requested; and

WHEREAS, pursuant to Section 78-3 of the Code, the Board shall consist of five regular members and five alternative members, and each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the term of the appointing Mayor/Commissioner's term expires; and

WHEREAS, on July 26, 2023, Daryl Brown resigned from the Board, creating a vacancy on the Board; and

WHEREAS, Joseph Cummings has expressed an interest to serve on the Board as an alternate member.

**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. Joseph Cummings is hereby appointed to serve as an alternate member of the Community Appearance Board for a term commencing on March 28, 2023 and ending on May 15, 2025.

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

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

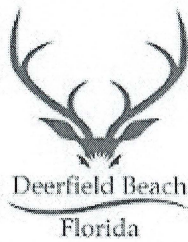
PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



CITY OF DEERFIELD BEACH
RECEIVED

MAR 1 2023

Nominating Form

CITY CLERK'S OFFICE

Application for Appointment to Board or Committee

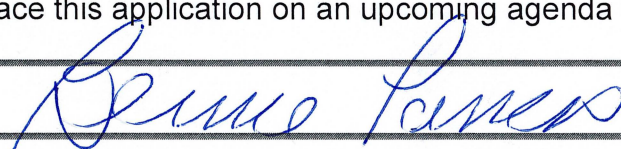
Date: 3/1/2023

The attached application from Joseph Cummings for the
Community Appearance Board has been received.

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

- ☐ Regular Member
☒ Alternate Member

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



Signature:

Date: 3/1/23

Appointing
Elected Official:

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

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Community Appearance
~~Deerfield Beach~~

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name

JOSEPH CUMMINGS
247 OAKRIDGE P

Address

DEERFIELD BEACH FL 33442

City

State

Zip

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

(3)

Year-Round Resident?

Yes



No



If No, how what months are you away?

0

Home Phone

Work/Mobile Phone

E-mail

JA.CUMMINGS@LIVE.COM

305 465 1877

**CITY OF DEERFIELD BEACH
RECEIVED**

Employer

RET

Address

MAR 1 2023

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

LAW ENFORCEMENT

CITY CLERK'S OFFICE

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

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

Academic: Degrees, Diplomas

PARAMEDIC (PA DOH)

Professional: Certification(s)

FAA - PRIVATE PILOT NRA - FIREARMS INS.
PA DOH - PARAMEDIC (NOT)
FCC - AMATEUR (GENERAL)

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

WARRINGTON PA TOWNSHIP SUPERVISOR.
WARRINGTON PA PLANNING COMM.

Organizations: Memberships

ARPL. COCCOE IN CENTURY VILAGE

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: 24 FEB 23

Print Name:

JOSEPH CUMMINGS

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

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



COMMUNITY APPEARANCE BOARD

Creating Authority:

City Charter-Section 3.12

Method of Appointment:

Ordinance No. 1990/001 - Seven (7) Regular Members; Two (2) Alternate Members; Two (2) year Terms

Ordinance No. 2011/017 - Five (5) Regular Members; Five (5) Alternate Members

Ordinance No. 2013/015 - Disband Beautification Authority and transfer duties to CAB

Ordinance No. 2015/034 – Allows board to meet once monthly; quorum of three (3)

Qualifications:

One (1) Florida Registered Architect

One (1) Florida Registered Landscape Architect

One (1) Sign contractor

Remaining members shall be a Florida Registered Professional Engineer, a Florida Licensed General contractor, an Urban Planner, have a Fine Arts Degree, or own Business or possess a similar related background.

Financial Disclosure:

Required (per letter from Commission of Ethics - 11/30/90)

Compensation:

None

Liaison:

Eric Power, Department of Planning & Development Services, (954) 480-4206

Meeting Dates:

2nd & 4th Wednesday, 7:00 p.m. in City Commission Chambers

Functions and Responsibilities:

The Community Appearance Board shall meet at least twice per month, on a regularly scheduled basis, or more often as may be required in order to consider pending applications without unnecessary delay.

Three (3) members of the board shall constitute a quorum and the affirmative vote of at least three (3) members of the board shall be necessary for any action.

The task of the Board is to preserve various elements of urban beauty and require that new projects enhance that which already exists.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Tinka Ellington (Mayor)	1517 SE 6th Street Deerfield Beach, FL 33441	954-448-5226	NEW	2021/156	11/16/2021	05/15/25
Terrance N. Glunt Engineer (District 1)	1456 SE 6th Street Deerfield Beach, FL 33442	570-8621 (H) 565-2113	SELF	2019/052	05/07/19	05/15/23
Patrick Morris (District 2)	241 NW 41st Street Deerfield Beach, FL 33064	415-6173	SELF	2019/072	06/04/19	05/15/23
Jack Hugentugler II (District 3)	3809 NW 7th Place Deerfield Beach, FL 33442	427-7917 695-5826 (C)	SELF	2021/064	05/04/21	05/15/25
Harry L. Belton Landscape Architect (District 4)	P.O. Box 4161 Deerfield Beach, FL 33442	232-5398(H) 733-7233(W)	SELF	2021/064	05/04/21	05/15/25

Name Alternate Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)	Deerfield Beach, FL 33441		NEW			
Mark Damiano Engineer (District 1)	1312 SE 12th Terrace Deerfield Beach, FL 33441	856-261-0175	SELF	2019/052	05/07/19	05/15/23
VACANT (District 2)			TRANCHIDA			05/15/23
VACANT (District 3)			BROWN			05/15/25
VACANT (District 4)			NEW			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1772

Agenda Date: 3/28/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Annette Mitchell as a Commissioner of the Deerfield Beach Housing Authority; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Deerfield Beach Housing Authority ("DBHA") was created pursuant to Section 421.04, Florida Statutes. Pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA for four-year terms each.

Current Activity

Annette Mitchell has expressed an interest in continuing to serve on the Deerfield Beach Housing Authority and has been nominated by Mayor Ganz. Upon reappointment, the Board will consist of five members, with two vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING ANNETTE
MITCHELL AS A COMMISSIONER OF THE DEERFIELD BEACH
HOUSING AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Deerfield Beach Housing Authority (“DBHA”) was created pursuant to Section 421.04, Florida Statutes; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA for four-year terms each; and

WHEREAS, Annette Mitchell, a current member, has expressed an interest to continue to serve on the DBHA; and

WHEREAS, the Mayor has proposed the reappointment of Annette Mitchell as a Commissioner of the DBHA; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, City Commission approval of the reappointment is required.

**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. Annette Mitchell is hereby reappointed to the DBHA for a four-year term, commencing on April 21, 2023 and ending on April 20, 2027.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: February 27, 2023

The attached application from Annette Mitchell for the Housing Authority Board has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

Signature:

Bill Ganz

Date:

3.7.23

Appointing
Elected Official:

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

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

FEB 27 2023

CITY CLERK'S OFFICE

February 10, 2023

Annette Mitchell
235 SW 3rd Court
Deerfield Beach, FL 33441

RE: Housing Authority Board

Dear Ms. Mitchell:

Your current term on the **Housing Authority Board** of the City of Deerfield Beach expires on April 20, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Housing Authority Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Heather Montemayor, CMC, City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by March 13, 2023. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Housing Authority.

☐ I can no longer serve.

Annette Mitchell, Regular Member (sign here)



HOUSING AUTHORITY

Creating Authority:

Resolution No. C-1698 (F.S. 421.04)

Method of Appointment:

Resolution of Commission as of June 23, 1980
All Terms for four (4) years each.

Financial Disclosure:

Required

Compensation:

None

Liaison:

Jasmine Privott, Interim Executive Director (954) 428-0678, *102#

Meeting Dates:

3rd Wednesday

Functions and Responsibilities:

According to Florida Statutes.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT			Reynolds			12/04/22
Anthony T. Pelt	10647 NW 7 th Place Coral Springs, FL 33071	775-4667(C) 954-708-2195	Self	2022/036	03/15/22	04/20/26
Diane Chisholm	375 NW 7 th Court Deerfield Beach, FL 33441	263-1624	Self	2021/055	04/20/21	09/30/24
VACANT			Mitchell			12/03/25
Pastor Tony Guadagnino	2053 SW 17th Drive Deerfield Beach, FL 33442	673-7769 (C)	Self	2022/036	03/15/22	04/20/26
Annette Mitchell	235 SW 3 rd Court Deerfield Beach, FL 33441	754-422-9698 754-367-3848	Gayle	2022/020	02/15/22	04/20/23
Gail Battle	633 NW 3 rd Way Deerfield Beach, FL 33441	573-3175 (C)	NEW	2019/103	08/06/19	08/06/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1743

Agenda Date: 3/28/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the certified election results for the Municipal Election and Referendum Election held on March 14, 2023, as provided by the Broward County Supervisor of Elections; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

This item pertains to the acceptance of the March 14, 2023 Deerfield Beach election results for the District 1 and 2 Commissioner and the Referendum Election ballot question regarding the sale of city property located at 1045 SW 11th Way. This is a normal process after every election and once the official results are received by the Broward County Supervisor of Elections Office, they will be uploaded to the agenda backup.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ACCEPTING THE CERTIFIED
ELECTION RESULTS OF THE MUNICIPAL ELECTION AND
REFERENDUM ELECTION HELD ON MARCH 14, 2023, AS
PROVIDED BY THE BROWARD COUNTY SUPERVISOR OF
ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, pursuant to the City Charter, the City held an election on March 14, 2023, to elect the District 1 and District 2 Commissioners; and

WHEREAS, pursuant to Section 7.09(2) of the City Charter and Section 38-126(c) of the City of Deerfield Beach's Code of Ordinances, the City placed a referendum ballot question on the March 14, 2023 election ballot seeking approval for the sale of City property located at 1045 SW 11th Way, Deerfield Beach; and

WHEREAS, the results of the City election have been canvassed by the Broward County Canvassing Board in accordance with Section 102.141, Florida Statutes; and

WHEREAS, the Broward Supervisor of Elections has provided the Certified Election Results for the March 14, 2023 Election, attached as Exhibit "A"; and

WHEREAS, the City Commission of the City of Deerfield Beach wishes to accept the Certified Election Results, attached as Exhibit "A," and take all actions necessary to implement the results of the election.

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

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

Section 2. The City Commission of the City of Deerfield Beach hereby accepts the election results of the March 14, 2023 election, attached as Exhibit "A," to elect the District 1 and District 2 Commissioners and determine whether the sale of City property located at 1045 SW 11th Way, Deerfield Beach should proceed.

Section 3. 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

EXHIBIT A

SUMMARY REPT-GROUP DETAIL

2023 MUNICIPAL ELECTION
MARCH 14, 2023
BROWARD COUNTY, FLORIDA

REPORT-EL45A

PAGE 001

RUN DATE:03/16/23 05:03 PM

	TOTAL VOTES	%	ED	AV	PV
PRECINCTS COUNTED (OF 49)	49	100.00			
REGISTERED VOTERS - TOTAL	185,983				
BALLOTS CAST - TOTAL	13,074		6,227	6,846	1
BALLOTS CAST - BLANK	16	.12	4	12	0
VOTER TURNOUT - TOTAL		7.03			
VOTER TURNOUT - BLANK		.01			

Deerfield Beach, City Commissioner, District 1 (VOTE FOR) 1

(WITH 4 OF 4 PRECINCTS COUNTED)

Michael Hudak (NPA)	924	55.93	520	404	0
Maria LoRizzo (NPA)	728	44.07	333	395	0
Over Votes	0		0	0	0
Under Votes	14		2	12	0

Deerfield Beach, City Commissioner, District 2 (VOTE FOR) 1

(WITH 5 OF 5 PRECINCTS COUNTED)

Ben Preston (NPA)	667	52.48	500	167	0
Darlene Cerezo Swaffar (NPA)	236	18.57	116	120	0
Terry D. Scott (NPA)	368	28.95	250	118	0
Over Votes	0		0	0	0
Under Votes	6		1	5	0

Deerfield Beach, Charter Question (VOTE FOR) 1

(WITH 16 OF 16 PRECINCTS COUNTED)

Yes - For the sale of the property (NPA)	2,452	57.55	1,077	1,375	0
No - Against the sale of the prope (NPA)	1,809	42.45	964	845	0
Over Votes	1		1	0	0
Under Votes	181		99	82	0

X

County Judge

X

County Commissioner

X

Supervisor of Elections



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1773

Agenda Date: 3/28/2023

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 settlement of all claims against the City in the litigation styled *Landon Martini 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)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission.

Fiscal Impact

Costs: \$60,000.00

Account Name: Risk Management/General Liability Legal

Account Number: 606-0900-519-37-70

Background/History

Landon Martini ("Martini") filed a lawsuit against the City of Deerfield Beach styled Landon Martini vs. City of Deerfield Beach, Case No. CACE-20-015670, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that, on October 30, 2018, Martini was riding on his motorcycle and was stationary at a stop sign when he was struck by a city owned pickup truck driven by a city employee allegedly causing Martini to sustain injuries to his right leg, lower back, head, and neck, and seek medical treatment. Martini provided medical bills to the City totaling over \$58,000.00.

Current Activity

Martini is willing to settle all of his claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$60,000.00. The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$60,000.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Martini against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2023/

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 *LONDON MARTINI VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Landon Martini (“Martini”) filed a lawsuit against the City of Deerfield Beach styled *Landon Martini vs. City of Deerfield Beach*, Case No. CACE-20-015670, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that, on October 30, 2018, Martini was riding on his motorcycle and was stationary at a stop sign when he was struck by a city owned pickup truck driven by a city employee allegedly causing Martini to sustain injuries to his right leg, lower back, head, and neck, and seek medical treatment; and

WHEREAS, Martini provided medical bills to the City totaling over \$58,000.00; and

WHEREAS, Martini is willing to settle all of his claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$60,000.00; and

WHEREAS, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$60,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Martini.

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 settlement of the Lawsuit for the total amount of \$60,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Martini against the City or its employees.

Section 3. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

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. 2023-1770

Agenda Date: 3/28/2023

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 second amendment to Contract #JP022-06-2023 with the Areawide Council on Aging of Broward County, Inc. to extend the Contract term to September 30, 2023; authorizing execution of the Second Amendment; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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

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

Pursuant to Resolution 2022/136, which is on file in the Office of the City Clerk, the City Commission entered into Contract #JP022-06-2023 with the Areawide Council on Aging of Broward County.

Current Activity

The purpose of the second amendment with the Areawide Council on Aging of Broward County, Inc. is to change the term of the contract and replace attachment XII (invoice report schedule) as it has been revised and replaced in its entirety.

The initial term of the contract provided an effective date of April 1, 2022, with an end date of midnight Eastern Standard time on September 30, 2022. Resolution No. 2022/172 was approved by City Commission on October 18, 2022, extending the contract until midnight Eastern Standard Time, March 31, 2023. The second amendment would extend the contract term until midnight Eastern Standard Time, September 30, 2023, providing for an additional six (6) months.

Attachment XII is an invoice report schedule for the EHEAP program. The reporting schedule has been changed to reflect the amendment of the contract.

Recommendation

It is recommended that the City Commission approve and authorize execution of the second amendment to Contract #JP022-06-2023 with Areawide Council on Aging of Broward County, Inc.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO CONTRACT #JP022-06-2023 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. TO EXTEND THE CONTRACT TERM TO SEPTEMBER 30, 2023; AUTHORIZING EXECUTION OF THE SECOND AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on August 16, 2022, the City Commission approved a contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the City’s provision of Center for Active Aging Services for the Emergency Home Energy Assistance for the Elderly Program (EHEAP) for a one-year period pursuant to Contract #JP022-06-2023 (the “EHEAP Contract”); and

WHEREAS, the City’s provision of Braithwaite Center for Active Aging Services under the EHEAP Contract includes the provision of home energy assistance aid to elders in the event of a home energy heating or cooling emergency; and

WHEREAS, on October 18, 2022, pursuant to Resolution 2022/172, the City Commission approved an amendment to the EHEAP Contract extending the contract term to March 31, 2023, and amending Attachment XII to reflect the contract term extension; and

WHEREAS, the Council and City desire to further amend the EHEAP Contract to extend the Contract term by six months through September 30, 2023, and to amend Attachment XII (invoice schedule) to the EHEAP Contract to reflect the contract term extension, as reflected in the attached Exhibit “A” (the “Second Amendment”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Second Amendment to the EHEAP Contract with the Council, 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 Second Amendment to the EHEAP Contract with the Council, attached as Exhibit “A.”

Section 3. The Mayor is hereby authorized to execute the Second 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 appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Amendment 002
April 2023

Contract JP022-06-2023

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida/Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor," and collectively referred to as the "Parties," to amend Contract JP022-06-2023.

The purpose of this amendment is to change the terms of the contract and replace an attachment.

(1) Section 3 is hereby amended to read as follows:

3. Term of Contract

This Contract when executed will have an effective date of April 1, 2022. It will end at midnight, Eastern Standard Time, September 30, 2023.

(2) ATTACHMENT XII is hereby revised and replaced in its entirety.

This amendment will be effective on the last date that this amendment has been signed by both Parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all of its attachments are hereby made a part of the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 3-page amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

NAME:

TITLE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

SIGNED BY:

JOHN G. PRIMEAU

NAME:

PRESIDENT

TITLE:

DATE:

ATTACHMENT XII

**EMERGENCY HOME ENERGY ASSISTANCE PROGRAM (EHEAP)
INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	April Expenditure Report	May 7, 2022
2	May Expenditure Report	June 7, 2022
3	June Expenditure Report	July 7, 2022
4	July Expenditure Report	August 6, 2022
5	August Expenditure Report	September 8, 2022
6	September Expenditure Report	October 7, 2022
7	October Expenditure Report	November 7, 2022
8	November Expenditure Report	December 7, 2022
9	December Expenditure Report	January 6, 2023
10	January Expenditure Report	February 7, 2023
11	February Expenditure Report	March 7, 2023
12	March Expenditure Report	April 7, 2023
13	April Expenditure Report	May 8, 2023
14	May Expenditure Report	June 7, 2023
15	June Expenditure Report	July 7, 2023
16	July Expenditure Report	August 7, 2023
17	August Expenditure Report	September 7, 2023
18	September Expenditure Report	October 9, 2023
19	Final Close Out Report	October 16, 2023

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-8

Agenda Date: 3/28/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a utility easement related to the Crystal Lake Drive outfall from Club House Cove Condominium; 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

During the drainage analysis for the future improvements associated with the Crystal Lake Drive Drainage Improvements, Stantec, the City's consultant, discovered that there is an existing city-maintained outfall on the property located at 1100 Crystal Lake Drive (Club House Cove Condo). Upon further review, it was found that an existing platted drainage easement on the property that was originally granted to Broward County and recorded in Official Records Book 5053, Page 302 of the public records was not used and a structure was built over the platted easement that obstructed any use. During the development of Club House Cove Condo in 1974, the drainage infrastructure was installed within a non-platted easement between Lots 10 and 11, Block 1, of Parcel "A". A dedicated drainage easement was not created nor recorded to replace the platted 10' drainage easement.

The proposed easement in question is located on portions of Lots 10 and 11, Block 1, of Parcel "A" and a portion of submerged land in Crystal Lake, Crystal Lake 1st section, according to the plat thereof as recorded in Plat Book 58, Page 39 of the public records of Broward County, Florida. The drainage system has been field verified. The proposed combined 10' wide easement dedication documents are attached for reference and will provide the necessary space for access and maintenance in perpetuity of the existing drainage utilities located on this property.

Current Activity

The City secured signatures from the Club House Cove Condominium Association on the attached utility easement. The assets have been maintained by the City for a period of 20 years and longer and we will continue maintenance of this utility in perpetuity. It is recommended that the city commission accept the easement to ensure access for future maintenance and protection of the City assets.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida accept this utility easement for the right to continue maintaining the existing drainage.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING A UTILITY EASEMENT RELATED TO THE CRYSTAL LAKE DRIVE OUTFALL FROM CLUB HOUSE COVE CONDOMINIUM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, in 1964, in accordance with the Crystal Lake 1st Section Plat, Crystal Lake Corporation, as the then owner of the property, included in the plat a dedication whereby the thoroughfares and lakes as shown on the plat were dedicated for perpetual use of the public for public purposes, together with the use of easements for construction and maintenance of public utilities and drainage; and

WHEREAS, in 1972, an easement indenture was recorded in Official Records Book 5053, Page 302 by then then owners granting a perpetual easement to Broward County to have the full and free right and authority to construct, maintain, repair, install, and rebuild drainage facilities across the property; and

WHEREAS, during the development of Club House Cove Condominium (“Club House Cove”) in 1974, the drainage infrastructure was installed within a non-platted easement between Lots 10 and 11, Block 1 of Parcel A; and

WHEREAS, in September of 1999, the subject property was annexed into the City of Deerfield Beach and Club House Cove is the successor in interest to the drainage easement; and

WHEREAS, during a drainage analysis conducted by the City’s consultant, it was discovered that the existing platted drainage easement on the property was not utilized and a structure was built on the easement area whereby the current drainage was installed west of the Club House Cove’s buildings; and

WHEREAS, in order to ensure the dedication of the utility easement to the City, it is necessary for the City to accept the Utility Easement document, which will be recorded in the Public Records of Broward County; and

WHEREAS, the City Commission finds that accepting the Utility Easement, attached and depicted on Exhibit “A”, (the “Utility Easement”) serves a municipal purpose; and

WHEREAS, the City Commission finds that acceptance of the Utility Easement is in the best interest and welfare of the residents of the City.

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

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

Section 2. The City Commission hereby accepts the Utility Easement, attached and depicted on Exhibit “A”.

Section 3. The appropriate City officials are hereby authorized and directed to record the necessary documents in the public records to effectuate the purpose and intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

Debra -Ann Reese, Esq.
Weiss Serota Helfman Cole + Bierman, P.L.
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431

Return to: City Clerk
City of Deerfield Beach, FL
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Property appraiser's PIN(s):

UTILITY EASEMENT

(Water, Wastewater, and General Utilities)

THIS UTILITY EASEMENT is made on February 28, 2023, by and between **CLUB HOUSE COVE ASSOCIATION, INC.**, a Florida Not-For-Profit Corporation, organized under Chapter 718, Florida Statutes, with a principal address of **1100 Crystal Lake Drive, Deerfield Beach, Florida**, hereinafter called the Grantor, and the **CITY OF DEERFIELD BEACH**, a Florida municipal corporation, which has a post office address of 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, hereinafter referred to as Grantee.

WITNESSETH:

1. Grantor is the owner of fee simple title to a parcel of real property located in Broward County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.
2. That, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants unto the Grantee, its successors and assigns, forever, a perpetual easement for utility purposes, granting unto Grantee full and free right and authority to install, construct, operate, inspect, maintain, repair, replace and reconstruct any water, sewer, drainage, gas, electric or other utilities as Grantee may deem necessary as well as ingress and egress in, over, across, through, and under the Property situate, lying and being in Broward County, Florida.
3. The Grantor and Grantee hereby acknowledge and agree that the drainage easement depicted in Exhibit "A" attached hereto and incorporated by reference, is for the purpose and scope as set forth in Paragraph 2 above and as initially granted to Broward County, Florida pursuant to the Easement Indenture recorded in Official Records Book 5053, Page 304. Grantee represents that it is the successor in interest to said Drainage Easement previously recorded in Official Records Book 5053, Page 304, and that Broward County's rights thereunder have been assigned to Grantee or otherwise extinguished.

IN WITNESS WHEREOF, GRANTOR, has caused this Utility Easement to be executed in its name and its corporate seal to be affixed, by its duly authorized officers, this 28 day of February, 2023.

GRANTOR:

Clubhouse Cove Condo Assoc.
(Name of granting corporation)

a Florida corporation
(Here insert state of incorporation)

by: [Signature]
- President
Joe DiMartino
(Print/type/stamp name of _____-pres.)

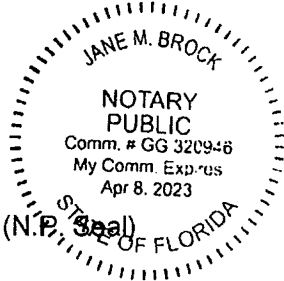
(Corp seal)
ATTEST:
[Signature]
- Secretary
Maria D. Lopez
(Print/type/stamp name of _____-sec.)

Witness:
[Signature]
Maria D. Lopez
(Print/type/stamp name of _____-sec.)

Witness:
[Signature]
Joe DiMartino
(Print/type/stamp name of _____-pres.)

STATE OF Florida
COUNTY OF Broward

The foregoing Utility Easement was acknowledged before me this 28 day of February, 2023 by Joe DiMartino, _____ president (name and title), and Maria D Lopez, _____ secretary (name and title) of Clubhouse Cove Condo (name of grantor corporation), a FL (state or place of incorporation) corporation. He/she/they is/are personally known to me or has/have produced _____ (type of ID) and _____ type of ID), respectively, as identification.



Jane M Brock
Notary Public-State of _____
Jane M Brock
(Print/type/stamp name of Notary Public)
My commission expires: 4/2/23
My commission number is: 320946

P:\Cities_Villages_Towns\Deerfield_Beach\08-22-067-Crystal-Lake-Outfall-Map\PLAN5\08-22-067-V-O.dwg, 12/22/2022 2:02:06 PM, T.Martin, 1:2

GENERAL ABBREVIATIONS	
ABRV	DESCRIPTION
A/C	AIR CONDITION PAD
BCR	BROWARD COUNTY RECORDS
BOIT	BOTTOM
(C)	CALCULATED
CIP	CAST IRON PIPE
CL	CENTER LINE
CONC	CONCRETE
(D)	DEED/DESCRIPTION
DIP	DUCTILE IRON PIPE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EXIST	EXISTING
FF	FINISHED FLOOR
FND	FOUND
FPL	FLORIDA POWER & LIGHT
GE	GRATE ELEVATION
HDPE	HIGH DENSITY POLYETHYLENE
IE	INVERT ELEVATION
IR	IRON ROD
IRC	IRON ROD AND CAP
IP	IRON PIPE
L	ARC LENGTH
LB	LICENSED BUSINESS
LF	LINEAR FEET
(M)	MEASURED
MND	MAGNETIC NAIL AND DISC
NTS	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RE	RIM ELEVATION
R/W	RIGHT OF WAY
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TOP	TOP OF PIPE
TYP	TYPICAL
Δ	DELTA
PBCR	PALM BEACH COUNTY RECORDS
26-45-49 SECTION-TOWNSHIP-RANGE	

GENERAL SYMBOL LEGEND	
SYM.	DESCRIPTION
CONTROL	✱ AERIAL TARGET
	⊕ BENCH MARK
	○ IRON PIPE
	● IRON ROD
	⊙ NAIL & DISC
ELECTRICAL	⊙ EMH ELECTRIC MANHOLE
	⊕ ELECTRICAL OUTLET
	⚡ GROUND LIGHT
	⊠ EJB ELECTRIC JUNCTION BOX
	⊠ EM ELECTRIC METER
POLES	⊠ TCB TRAFFIC CONTROL BOX
	□ ER ELECTRICAL RISER
	⊠ TRANSFORMER
	⊠ CROSSWALK POST
	← GUY WIRE
SAN SWR	⊙ SMH SANITARY MANHOLE
	⊙ SO STUB OUT
	⊙ STAND PIPE
	⊠ SV SEWER VALVE
	⊠ CB CATCH BASIN
STORM	⊙ SDMH STORM DRAIN MANHOLE
	⊙ YD YARD DRAIN
	⊙ CURB INLET
	⊙ CURB INLET W/ MANHOLE
	⊙ CURB INLET W/ GRATE
GAS / FUEL	⊙ CI W/ MANHOLE & GRATE
	⊠ GM GAS METER
	⊙ GMH GAS MANHOLE
	⊠ GSV GAS VALVE
	⊙ MW MONITORING WELL
HATCHES	⊙ GASM GAS MARKER
	⊙ VTP VENT PIPE
	⊠ PJB TELEPHONE JUNCTION BOX
	⊠ PR TELEPHONE RISER
	○ TMH TELEPHONE MANHOLE
TELE/ TV	○ FIBO FIBER OPTIC CABLE MARKER
	○ CATV CATV RISER
	○ TM TELEPHONE MARKER
	⊠ BACKFLOW PREVENTOR
	⊙ FH FIRE HYDRANT
WATER	⊠ SIA SIAMESE CONNECTION
	⊠ WM WATER METER
	⊠ WATER VALVE
	⊠ WATER SPIGOT
	⊠ ICV IRRIGATION CONTROL VALVE
TREES	⊠ IM IRRIGATION METER
	⊙ GENERIC TREE (TRG)
	⊙ OAK TREE (TRO)
	⊙ PINE TREE (TRP)
	⊙ PALM TREE (TRPL)
MISCELLANEOUS	⊙ BORING HOLE
	⊠ M METER (UNKNOWN)
	⊙ BOLLARD
	⊠ COLUMN
	⊠ MB MAIL BOX
HATCHES	⊙ FP FLAG POLE
	⊙ MH MANHOLE (UNKNOWN)
	⊙ SIGN
	⊙ PM PARKING METER
	⊙ POST
HATCHES	⊠ HH HAND HOLE
	⊙ GATE POST
	⊙ TC TRASH CAN
	⊙ BIKE RACK
	⊙ CONCRETE
HATCHES	⊙ BRICK PAVERS
	⊙ STONE
	⊙ ASPHALT
	⊙ DIRT/SAND

CITY OF DEERFIELD BEACH

MAINTENANCE MAP

MAP OF SPECIFIC PURPOSE SURVEY

DEERFIELD BEACH
BROWARD COUNTY, FLORIDA

CRYSTAL LAKE DRIVE
DEERFIELD BEACH BROWARD COUNTY, FLORIDA

LYING IN SECTION 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

SURVEYOR'S NOTES:

- 1.REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2.NO SEARCH OF THE PUBLIC RECORDS WAS UNDERTAKEN FOR EASEMENTS, RIGHTS OF WAYS, RESTRICTIONS OR OTHER RECORDED OR EVIDENCE OF UNRECORDED DOCUMENTS BY THIS FIRM. THERE MAY BE EASEMENTS, RIGHTS OF WAYS, RECORDED OR UNRECORDED AGREEMENTS NOT SHOWN OR NOTED HEREON.
- 3.THE INTENT OF THIS "MAP OF SPECIFIC PURPOSE SURVEY" IS TO SUPPORT THE LOCATION OF THE MAINTENANCE AREA DESCRIBED HEREON. THIS IS NOT A BOUNDARY SURVEY.
- 4.THERE MAY BE UNDERGROUND "FOOTINGS", DRAINAGE, UTILITIES, ETC. NOT SHOWN OR INDICATED HEREON.
- 5.BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH RIGHT OF WAY LINE OF CRYSTAL LAKE DRIVE AS SHOWN ON THE PLAT OF CRYSTAL LAKE 1ST SECTION, RECORDED IN PLAT BOOK 58, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (SHOWN TO BEAR NORTH 88° 35' 24" EAST)
- 6.ALL SYMBOLS ARE SHOWN FOR REPRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE.
- 7.THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PREMISE OF THIS SURVEY IS TO RECORD THE LOCATION AND DESCRIPTION OF THE PROPOSED MAINTENANCE ARE AS SHOWN, IN THE PUBLIC RECORDS OF THIS COUNTY.
- 8.THE DIGITAL DATA PROVIDED IS INTENDED TO BE VIEWED AT A SCALE OF 1" = 10' ON A STANDARD 24" X 36" SHEET.
- 9.ALL DISTANCES SHOWN HEREON ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET AND DECIMALS THEREOF.

LOCATION MAP

SCALE: N.T.S.



LEGAL DESCRIPTION:

BEING PORTIONS OF LOTS 10 AND 11, BLOCK 1, PARCEL "A" AND A PORTION OF SUBMERGED LANDS IN CRYSTAL LAKE, CRYSTAL LAKE 1ST SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 1;

THENCE NORTH 88° 35' 24" EAST ALONG THE SOUTH LINE OF CRYSTAL LAKE DRIVE (AS A BASIS OF BEARINGS), A DISTANCE OF 101.16 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88° 35' 24" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 10.05 FEET;

THENCE SOUTH 07° 09' 05" EAST, A DISTANCE OF 46.02 FEET;

THENCE SOUTH 88° 27' 30" WEST, A DISTANCE OF 107.49 FEET;

THENCE SOUTH 00° 14' 20" WEST, A DISTANCE OF 117.22 FEET;

THENCE NORTH 89° 45' 41" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 00° 14' 20" EAST, A DISTANCE OF 126.91 FEET;

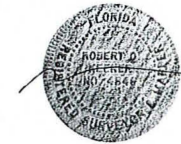
THENCE NORTH 88° 27' 30" EAST, A DISTANCE OF 106.15 FEET;

THENCE NORTH 07° 09' 05" WEST. A DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 2,699 SQUARE FEET, MORE OR LESS.

DIGITAL SIGNATURE

IF THIS DOCUMENT WAS DIGITALLY SIGNED BY THE SURVEYOR ON THE DATE SHOWN, PRINTED COPIES OF THE DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed
by Robert D.
Keener
Date: 2022.12.22
14:12:05 -05'00'

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS APPLICABLE SECTIONS OF THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO QUALIFICATIONS NOTED HEREON.

FOR THE FIRM BY:

ROBERT D. KEENER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4846

FIELD DATE: 12/19/22

SIGNATURE DATE:

NO.	DATE	FB / PG	DWN	REVISION	CKD
1	12/20/22	N/A	TMD	MAP OF SPECIFIC PURPOSE SURVEY	ROK

PREPARED FOR
CITY OF DEERFIELD BEACH

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(561) 314-4445
CERTIFICATE NO. LB0003110

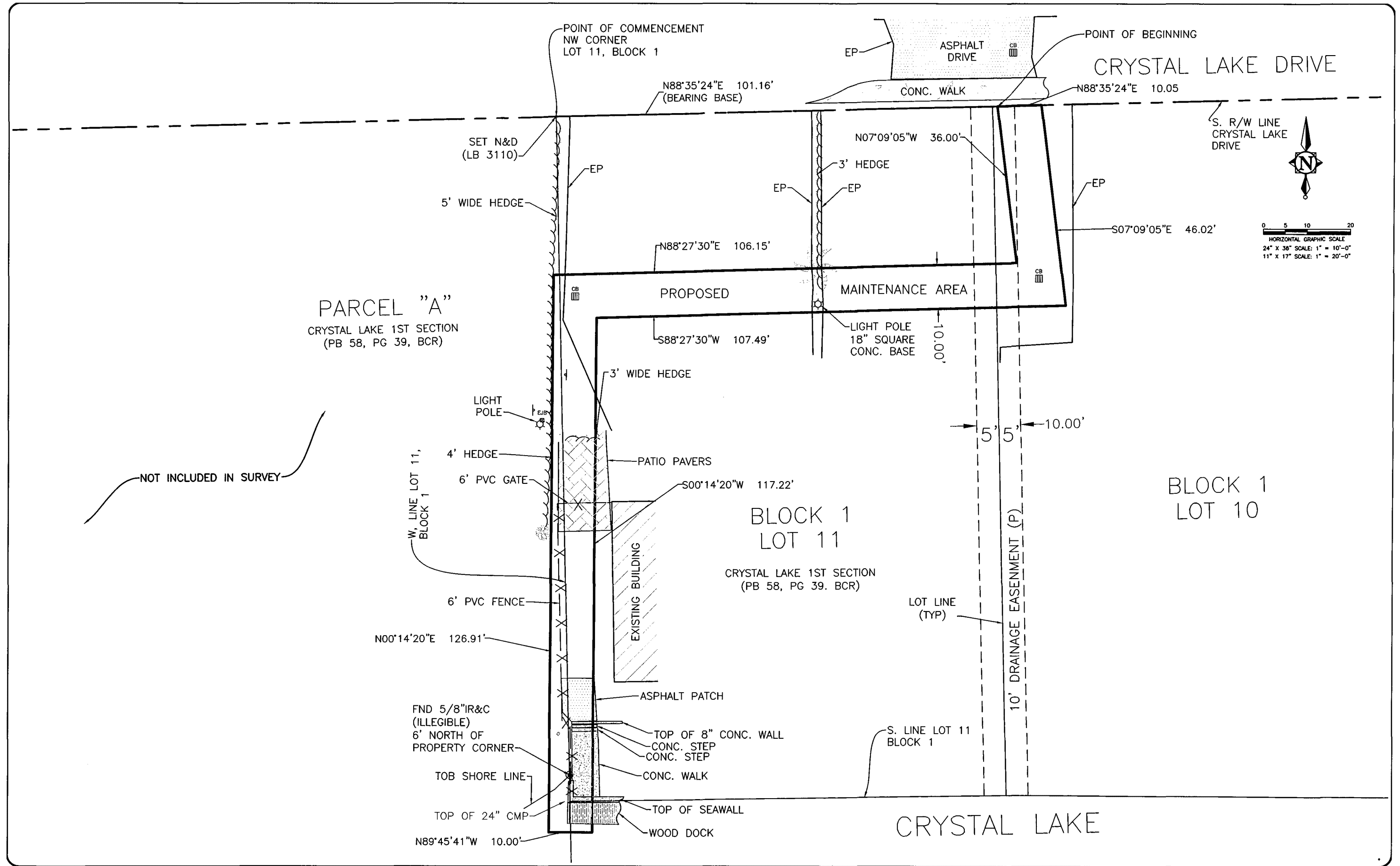
MAP OF
SPECIFIC PURPOSE
SURVEY

CRYSTAL LAKE OUTFALL
DEERFIELD BEACH, FLORIDA
DRAINAGE MAINTENANCE MAP

FILE NAME: 08-22-067-V-01.dwg
LAST SAVED: 12/22/22 - 2:01pm
CAS PROJECT NUMBER
19-1295

SHEET
V-01
OF
02

P:\Cities_Villages_Towns\Deerfield_Beach\08-22-067-Crystal-Lake-Outfall-Map\PLANS\08-22-067-V-02.dwg, 12/22/2022 2:05:16 PM, T.Martin, 1:2



NO.	DATE	FB / PG	DWN	REVISION	CKD
1	12/20/22	N/A	TMD	MAP OF SPECIFIC PURPOSE SURVEY	ROK

PREPARED FOR	CITY OF DEERFIELD BEACH
--------------	-------------------------

CRAIG A. SMITH & ASSOCIATES CONSULTING ENGINEERS-PLANNERS-SURVEYORS 21045 COMMERCIAL TRAIL BOCA RATON, FLORIDA 33486 (561) 314-4445 CERTIFICATE NO. LB0003110
--

MAP OF SPECIFIC PURPOSE SURVEY

CRYSTAL LAKE OUTFALL DEERFIELD BEACH, FLORIDA DRAINAGE MAINTENANCE MAP
--

FILE NAME: 08-22-067-V-02.dwg LAST SAVED: 12/22/22 - 12:15pm

CAS PROJECT NUMBER 19-1295

SHEET V-02 OF 02



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1776

Agenda Date: 3/28/2023

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 issuance of a purchase order with CNH Industrial America, LLC, for the purchase of a New Holland tractor, utilizing the Florida Department of Management Services State Term Contract No. 25101900-21-STC in the amount of \$105,947.62; providing for implementation and an effective date. (*Funds from Account #399-7020-539-64-20 - Cap Projects-Park Maintenance/Automobile Vehicle*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$105,947.62

Account Name: Cap Project-Park Maintenance/Automobile Vehicle

Account Number: 399-7020-539-64-20

Background/History

A forecast for a potential record-setting influx of seaweed on the South Florida coast, including Deerfield Beach, further exasperates the need for the City to secure the right equipment for cleaning the beach. Parks and Recreation is requesting the City Commission to approve the purchase of a tractor large enough, with beach tires and rims and proper transmission, to allow the City to be more thorough and efficient in raking the beach.

Funding was appropriated in FY23 3997020-5396420 for three replacement pickup trucks and one 15-passenger van. However, our current two tractors are undersized and often out of service for repairs, making this a higher priority at this time. This is a piggyback purchase from the attached state contract. This exact model is used on nearby beaches and feedback from those cities has been very positive. A purchase order will be issued upon City Commission approval.

Recommendation

Staff recommends Commission approval for the New Holland Tractor purchase.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER WITH CNH INDUSTRIAL AMERICA, LLC, FOR THE PURCHASE OF A NEW HOLLAND TRACTOR, UTILIZING THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT NO. 25101900-21-STC IN THE AMOUNT OF \$105,947.62; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Department of Parks and Recreation is responsible for the maintenance of the City's beach; and

WHEREAS, part of beach maintenance requires the raking of the beach sand utilizing tractors, however, the City's current tractors are no longer practical as they are undersized and often out of services due to repairs; and

WHEREAS, City staff determined that it is necessary to purchase a more efficient larger tractor equipped with beach tires and rims and a proper transmission, which will facilitate the raking of the beach in a more thorough and efficient manner; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies; and

WHEREAS, the City is seeking to contract with CNH Industrial America, LLC, ("CNH") for the purchase of a new Holland Tractor (Model No. TS6.120) (the "Tractor"), utilizing the Florida Department of Management Services State Term Contract No. #25101900-21-STC dated January 19, 2021 and Amendment No. 1 to the Contract dated October 19, 2022, attached as Exhibit "1" (the "State Contract"); and

WHEREAS, CNH has agreed to provide the new Tractor to the City based upon the pricing in the State Contract, for a cost of \$105,947.62; and

WHEREAS, staff has confirmed that the State Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve issuance of a Purchase Order with CNH for the purchase of the new Tractor utilizing the State Contract (the "Tractor Purchase").

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

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

Section 2. The City Commission hereby approves the issuance of a Purchase Order with CNH for the Tractor Purchase in the amount of \$105,947.62, utilizing the State Contract terms and conditions.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



CONTRACT AMENDMENT NO. 1

Contract No.: 25101900-21-STC

Contract Name: Agriculture and Lawn Equipment

This Contract Amendment to Contract No. 25101900-21-STC ("Contract") is made by and between the State of Florida, Department of Management Services ("Department") and CNH Industrial America, LLC ("Contractor"), with its principal place of business located at 500 Diller Ave., MS 248, New Holland, PA 17557, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into Contract No. 25101900-21-STC on January 19, 2021, for the provision of Agriculture and Lawn Equipment; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9, Modification and Severability, of Attachment 1, Special Contract Conditions ,.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract shall be amended as follows:

a. All references to the term "price sheet" throughout the Contract are hereby amended to read as "product sheet."

b. "Net Price" as defined in Section 2, Definitions, of Attachment 2, Scope of Work, is hereby deleted in its entirety and replaced with the following:

Net Price - The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly authorized within the Scope of Work.

Charges and fees in excess of those that existed at the inception of the Contract may be extended to the Customer only if the amount of the increase is attributable to changes in market conditions. Prior to extending any such charge or fee to the Customer, the Contractor must request the Customer's approval by submitting documentation and justification for extending the amount of the charge or fee. The Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g., Manufacturer). The amount of the charge or fee extended to the Customer shall not exceed the

difference between the amount of the charge or fee at the time the Contractor requests the Customer's approval and the amount of the charge or fee that existed at the inception of the Contract. The Customer may approve or deny the charge or fee request. If deemed necessary by the Customer or the Contractor, the request may be escalated to the Department by submitting the same documentation that was submitted to the Customer to the Contract Manager. The Department reserves the exclusive right to approve or deny the escalated charge or fee request. If the charge or fee request is denied, the Contractor may withdraw the PQF. After obtaining written approval to extend the charge or fee, the approved amount of the charge or fee must be listed separately on the PQF. The Contractor shall provide documentation of approval by the Customer or Department with the PQF that includes the charge or fee.

c. The contract is amended to replace Section 3.24, MSRP List and Product Adjustments, of Attachment 2, Scope of Work, in its entirety:

3.24 MSRP List and MSRP List Adjustments

The Contractor shall submit a complete MSRP List for each Manufacturer/Brand Name and Group or Sub-Group for which the Contractor received an award that includes all Base Equipment and OEM Options offered, and that may include OEM Parts, Accessories, and Implements and Non-OEM Options, Parts, Accessories, and Implements. The Commodities listed on the MSRP List must match the Commodities listed on the Product Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP at the time of submission. The Contractor shall include a cover page, which shall provide the applicable Group or Sub-Group, Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter for any disputes as to the accuracy of the MSRP at the time a Price Quote Form is received by the requesting Customer.

The Contractor may add products to and remove products from the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Revised MSRP Lists must be accompanied by a revised Product Sheet, as described in Section 3.25, Product Sheet and Product Sheet Adjustments, as well as a list of all changes made from the previously submitted version of the MSRP List. Commodities added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group or Sub-Group for which the Contractor received an award. Products removed must be discontinued and no longer available from the Manufacturer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

d. The Contract is amended to replace Section 3.25, Price Sheet and Price Adjustments, of Attachment 2, Scope of Work, in its entirety:

3.25 Product Sheet and Product Sheet Adjustments

The Contractor shall submit a complete Product Sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group or Sub-Group for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The Product Sheet is subject to the Department's approval. The Product Sheet shall be provided in Excel format and include a separate tab for each Group and Sub-Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e., Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description; and
- MSRP Discount (as shown on the Product Group Discount Sheet for the Commodity type).

The Contractor may add products to the Product Sheet at any time during the life of the Contract by submitting a complete and revised Product Sheet. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group or Sub-Group for which the Contractor received an award. The Contractor may delete products from the Product Sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised Product Sheet, and shall include a revised MSRP List, as described in Section 3.24, MSRP List and MSRP List Adjustments, as well as a list of all changes made from the previously submitted version of the MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

e. Attachment 6, Contractor's Submitted Price Sheet, is hereby deleted and replaced in its entirety with the attached Exhibit A, Product Sheet. Exhibit A, Product Sheet, shall replace and retain the priority of Attachment 6, Price Sheet, in Section III of the Contract.

f. Section 5.4 Suspended, Convicted, and Discriminatory Vendor Lists, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:

5.4 Suspended, Convicted, Discriminatory, and Antitrust Violator Vendor Lists.

In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

g. Section 12.3 Inspection of Records, Papers, and Documents, of Attachment 1 Special Contract Conditions is hereby added with the following terms:

12.3 Inspection of Records, Papers, and Documents.

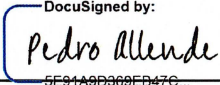
In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

II. Conflict. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

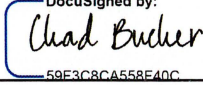
By: 
5E91A9D969ED47C...

Name: Pedro Allende

Title: Secretary

Date: 10/19/2022 | 11:04 AM EDT

Contractor:
CNH Industrial America, LLC

By: 
59E3C8CA558E40C...

Name: Chad Bucher

Title: Government Sales Account Manager

Date: 10/6/2022 | 4:09 PM CDT



**State Term Contract
No. 25101900-21-STC
Agriculture and Lawn Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **CNH Industrial America, LLC** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on January 1, 2021, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on December 31, 2023, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 2, Scope of Work
- b) Attachment 7, Contractor’s Submitted Product Group Discount Sheet (Attachment C) from ITB No. 20-25101900-ITB)
- c) Attachment 8, Contractor’s Submitted MSRP List
- d) Attachment 5, Preferred Pricing Affidavit
- e) Attachment 6, Contractor’s Submitted Price Sheet
- f) Attachment 1, Special Contract Conditions
- g) Attachment 3, Price Quote Form
- h) Attachment 4, Acknowledgement of Order

IV. Contract Management.

Department's Contract Manager:

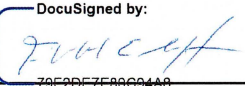
Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 370.1X
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:

Mike Sheaffer
CNH Industrial America, LLC
500 Diller Ave, MS 248
New Holland, PA 17557
Telephone: (717) 355-3681
Email: mike.sheaffer@newholland.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

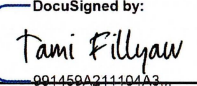
CNH Industrial America, LLC

DocuSigned by:

79E2DE7E89C94A8...
[Name] Mike Sheaffer

1/12/2021 | 6:15 PM EST

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

901450A211104A3...
Tami Fillyaw, Chief of Staff

1/15/2021 | 10:09 AM EST

Date:

ATTACHMENT 1
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Attachment 2

Scope of Work

1. Purpose

To provide Customers with Agriculture and Lawn Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

Accessory(ies) – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's Base Agriculture and Lawn Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity(ies) – As defined in section 287.012 F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Agriculture and Lawn Equipment".

Commodity Code – The State's numeric code for classifying Commodities which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities.

Contract – The written agreement between the Department and the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of the ITB.

Customer – A state agency or eligible user.

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Commodities of the Manufacturer that are responsive to the Contract. Dealers may be Contractor-owned and -controlled (in whole or in part), or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

Group – A series of Commodities with applicable Commodity Codes which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

Implement(s) – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications,

terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Agriculture and Lawn Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the Customer for specific Commodities without the benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessory(ies) or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current and revised MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data's™ Carbook Pro Fleet Edition.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly provided within the Scope of Work.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Options – Options requested by the Customer specifically for the Agriculture and Lawn Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Parts – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry.

Sub-Group – A specific series of Commodities within a Group which are described in the Product Group Discount Sheet. A Group may or may not include Sub-Groups.

State – The State of Florida.

3. Scope of Work

3.1 Commodity Specifications and Standards

All Commodities, including all Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered.
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and / or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to: motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The

Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.2 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.3 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.4 Warranty

The Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the Customer's acceptance, as specified in the 'Acceptance' section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

3.5 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such

reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.6 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components;
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

3.7 Commodities Title and Registration

Agriculture and Lawn Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the awarded Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the

Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
 - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
 - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.8 Transportation and Delivery

Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. As soon as Commodities are back in stock, the Commodities must be delivered within 14 Calendar Days to the Customer. For any delivery not made within the 180 and 14 Calendar Days' timeframes, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded Commodity is defined as receipt of the Commodity at the Customer's place of business or designated location. Delivery does not constitute the Customer's acceptance. The Contractor shall give the Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as stipulated by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity three road miles or less, the self-propelled, street-legal Commodity may be driven to the

delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled, operator-occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or a \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's window sticker(s), if applicable;
6. Manufacturer's 'certificate of origin', if applicable;
7. Manufacturer's 'operator manual', and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's standard warranty certifications;
9. Sales tax exemption form, if applicable;
10. Temporary tag and twenty (20) day extension tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.9 Price Quote Form

For all Customer orders, the Contractor shall complete and submit a Price Quote Form (PQF) (Attachment 3) to the Customer for the requested Commodities. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.10 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Acknowledgement of Order Form (Attachment 4) within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within 14 calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

3.11 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.12 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.13 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.14 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

3.15 Purchasing Card

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its

Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State 's new Purchasing Card platform within 30 calendar days of notification of such change.

3.16 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.17 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.18 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.19 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period

Quarter 2 – (October-December) – due 30 calendar days after the close of the period

Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 – (April-June) due 30 calendar days after the close of the period

3.20 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.21 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

3.22 Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.23 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	\$25 per order

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

3.24 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the price sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Sub-Group (for Groups that include Sub-Groups), Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope

of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised price sheet, as described in the 'Price Sheet and Price Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.25 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include the following Commodities (i.e. Base Equipment and OEM Options, Parts, Accessories) for each Brand/Manufacturer and Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award; the Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Sub-Group (or Group, for Groups that do not include Sub-Groups). Each tab shall include, at minimum, the following information for each Commodity offered under that Sub-Group (or Group, for Groups that do not include Sub-Groups):

- Manufacturer/Brand Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment and OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Brand/Manufacturer's website;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type, as submitted in the Bid); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Brand/Manufacturer Name for which the Contractor received an award and fall within the scope of a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor received an award. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet.

Revised price sheets, regardless of whether the Contractor is adding products or updating the MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the 'MSRP List and Product Adjustments' section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.26 E-Verify

The following replaces section 13.2 of Attachment 1:

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

Updated 9/7/2021

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OEM Options, Parts, Accessories, and Implements **CONTINUED**Non OEM Options, Parts, Accessories, and Implements CONTINUED

Non-OEM	Non-OEM #1	Non-OEM #2	Non-OEM #3	Non-OEM #4	Non-OEM #5	Non-OEM #6	Non-OEM #7	Non-OEM #8	Non-OEM #9	Non-OEM #10	Non-OEM #11	Non-OEM #12	Non-OEM #13	Non-OEM #14	Non-OEM #15	Non-OEM #16	Non-OEM #17	Non-OEM #18	Non-OEM #19	Non-OEM #20	Non-OEM #21	Non-OEM #22	Non-OEM #23	Non-OEM #24	Non-OEM #25	Non-OEM #26	Non-OEM #27	Non-OEM #28	Non-OEM #29	Non-OEM #30	Non-OEM #31	Non-OEM #32	Non-OEM #33	Non-OEM #34	Non-OEM #35	Non-OEM #36	Non-OEM #37	Non-OEM #38	Non-OEM #39	Non-OEM #40	Non-OEM #41	Non-OEM #42	Non-OEM #43	Non-OEM #44	Non-OEM #45	Non-OEM #46	Non-OEM #47	Non-OEM #48	Non-OEM #49	Non-OEM #50	Non-OEM #51	Non-OEM #52	Non-OEM #53	Non-OEM #54	Non-OEM #55	Non-OEM #56	Non-OEM #57	Non-OEM #58	Non-OEM #59	Non-OEM #60	Non-OEM #61	Non-OEM #62	Non-OEM #63	Non-OEM #64	Non-OEM #65	Non-OEM #66	Non-OEM #67	Non-OEM #68	Non-OEM #69	Non-OEM #70	Non-OEM #71	Non-OEM #72	Non-OEM #73	Non-OEM #74	Non-OEM #75	Non-OEM #76	Non-OEM #77	Non-OEM #78	Non-OEM #79	Non-OEM #80	Non-OEM #81	Non-OEM #82	Non-OEM #83	Non-OEM #84	Non-OEM #85	Non-OEM #86	Non-OEM #87	Non-OEM #88	Non-OEM #89	Non-OEM #90	Non-OEM #91	Non-OEM #92	Non-OEM #93	Non-OEM #94	Non-OEM #95	Non-OEM #96	Non-OEM #97	Non-OEM #98	Non-OEM #99	Non-OEM #100
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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1765

Agenda Date: 3/28/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, awarding RFP #23-01-PC for citywide median landscaping maintenance to A Picture Perfect Landscaping & Lawncare, LLC; approving a contract with A Picture Perfect Landscaping & Lawncare, LLC for a two-year term, with three additional one-year renewal options, in an annual amount not to exceed \$1,304,558.00; ratifying execution of the Contract; providing for implementation and an effective date. (Funds from Account #001-7020-539-32-16 - Park Maintenance/Landscaping Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,304,558.00

Account Name: Parks Maintenance/Landscaping Services

Account Number: 001-7020-539-32-16

Background/History

On December 6, 2022, the City Commission awarded the Citywide Landscaping & Irrigation Maintenance Services, RFP 23-01-PC, contract to Blue Marlin Investments, Inc. D/B/A/ Cayco Landscaping (Cayco). Pursuant to Resolution No. 2022/195, the City and Cayco executed a contract for Cayco to perform the services pursuant to the RFP and the contract terms and conditions. On February 22, 2023, Cayco notified the City that it was walking off the job. On February 24, 2023, the City provided written notice to Cayco that it was in default and needed to perform the required services pursuant to the terms of the contract. Cayco failed to perform the services and on March 3, 2023, the City provided written notice of termination of the contract with Cayco.

Section 38-141(b) of the City's Procurement Code provides that "in the event a contractor breaches its contract with the city, and the city terminates the contract, within one year from the date of award of the contract, the city may award the contract to the next highest ranked responsible and responsive firm. The City Manager executed the contract with the second-ranked proposer, A Picture Perfect Landscaping and Lawncare, LLC to provide services immediately on March 13, 2023.

Recommendation

Parks and Recreation is recommending the City Commission approve this contract to A Perfect Picture Landscaping and Lawncare, LLC in the amount of \$1,304,558 annually.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AWARDED RFP #23-01-PC FOR CITYWIDE MEDIAN LANDSCAPING MAINTENANCE TO A PICTURE PERFECT LANDSCAPING & LAWN CARE, LLC; APPROVING A CONTRACT WITH A PICTURE PERFECT LANDSCAPING & LAWN CARE, LLC FOR A TWO-YEAR TERM, WITH THREE ADDITIONAL ONE-YEAR RENEWAL OPTIONS, IN AN ANNUAL AMOUNT NOT TO EXCEED \$1,304,558.00; RATIFYING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on December 6, 2022, the City Commission passed and adopted Resolution No. 2022/195 approving the ranking and award of Request for Proposals #23-01-PC (the “RFP”) for citywide median landscaping maintenance to Blue Marlin Investments, Inc. d/b/a Cayco Landscaping (“Cayco”); and

WHEREAS, pursuant to Resolution No. 2022/195, the City and Cayco executed a contract for Cayco to perform the services pursuant to the RFP and the contract terms and conditions; and

WHEREAS, on February 22, 2023, Cayco notified the City that it was walking off the job and, on February 24, 2023, the City provided written notice to Cayco that it was in default and needed to perform the required services pursuant to the terms of the contract; and

WHEREAS, on March 3, 2023, after Cayco’s continued failure to perform the services, the City provided written notice of termination of the City’s contract with Cayco; and

WHEREAS, Section 38-141(b) of the City’s Procurement Code provides that “in the event a contractor breaches its contract with the city, and the city terminates the contract, within one year from the date of award of the contract, the city may award the contract to the next highest ranked responsible and responsive firm”; and

WHEREAS, in accordance with the RFP and the evaluation committee ranking, A Picture Perfect Landscaping & Lawn care, LLC (“A Picture Perfect”) is the next highest ranked responsible and responsive firm; and

WHEREAS, due to the need to have the required landscaping services commence immediately, and in accordance with Section 38-141(b) of the City’s Procurement Code, the City Manager executed the contract with A Picture Perfect to expedite the median landscaping maintenance services within the City; and

WHEREAS, the City Commission finds it to be in the best interests of the City to award the RFP to A Picture Perfect, and approve and ratify execution of the contract with A Picture Perfect, attached as Exhibit “A”, for a two-year term, with three one-year renewal options, in an

annual amount not to exceed \$1,304,558.00 during the initial term (the “Landscape Contract”)

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

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

Section 2. The City Commission hereby approves awarding the RFP for Citywide Median Landscape Maintenance to A Picture Perfect.

Section 3. The City Commission hereby approves the Landscape Contract with A Picture Perfect, attached as Exhibit “A,” for citywide median landscaping maintenance for a two-year term, with three one-year renewal options, in an annual amount not to exceed \$1,304,558.00 during the initial term.

Section 4. The City Commission hereby ratifies the City Manager’s execution of the Landscape Contract, attached as Exhibit “A.”

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

EXHIBIT A

DocuSign Envelope ID: 7DC2FB72-63DA-4FCE-836C-7F69B5F13AD7

CONTRACT

This CONTRACT is made and entered into this 28th day of March, 2023, by and between the CITY OF DEERFIELD BEACH, a municipal corporation in the State of Florida ("CITY") and A PICTURE PERFECT LANDSCAPING & LAWN CARE, LLC., a Florida corporation authorized to do business in the State of Florida, ("CONTRACTOR").

WITNESSETH:

WHEREAS, pursuant to RFP # 23-01-PC (the "RFP") the CITY accepted competitive proposals for Citywide Landscaping and Irrigation Maintenance Services (the "Services"); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on March 28, 2023, pursuant to Resolution No. 2023/_____ and in accordance with Section 38-141(b) of the City's Procurement Code.

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

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The quality and acceptance of workmanship will be determined during site inspections by the City in accordance with the RFP provisions, including but not limited to Paragraph 9 of Section VI-Scope of Services of the RFP. Further, if re-inspections are required, the CITY shall have the discretion to deduct a flat fee of \$500.00 per site requiring re-inspection.

Upon Contractor completing the scheduled work as set forth in the RFP, Contractor or Contractor's designee shall contact City's Representatives Mike Pursell via email at: MPursell@deerfield-beach.com and text to (954)410-4403, and Timothy Strowbridge at TStrowbridge@deerfield-beach.com and text to (954) 520-3257 to coordinate inspections, and if necessary, re-inspections.

- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions of this Contract and the prices set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive Contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall be for two (2) years and shall commence on March 13, 2023 and shall expire on March 12, 2025. The City reserves the right to renew the Contract for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the RFP.
- 2.2 In the event services are scheduled to end because of the expiration of the Contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3
COMPENSATION

- 3.1 CITY shall pay the CONTRACTOR which is based upon CONTRACTOR'S Response to the RFP and CONTRACTOR'S bid line breakdown sheet for each service delineated and attached hereto as Exhibit "A" for a total "Annual" Contract amount not to exceed \$1,304,558.00. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services and as set forth in Article 1. No amount shall be paid to CONTRACTOR to reimburse its expenses, except for those reimbursable expenses permitted in the RFP, contingent upon written authorization by the City's Representative prior to commencement of any reimbursable work (ie- Major irrigation repairs). Contractor shall invoice the City after each completed cycle for all work performed on the schedule for that cycle. Upon receipt of the invoices, the Department will review the invoices and make any adjustments, if required. Invoices will be processed pursuant to the Florida Prompt Payment Act. CONTRACTOR acknowledges that in accordance with the RFP, CONTRACTOR's pricing shall remain firm for the initial two (2) year Contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), as more specifically set forth in the RFP, Section IV- Special Terms and Conditions, Paragraph 4.

- 3.2 If the RFP provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFP.
- 3.3 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes.

ARTICLE 4
TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 In the event of the default of any of the terms, obligations, restrictions, or conditions of the Contract, inclusive of the requirements set forth in the RFP, by the CONTRACTOR, the CITY will consider the CONTRACTOR in breach of the Contract and shall give the CONTRACTOR written notice of such breach by registered, certified mail. Upon receipt of the notification, CONTRACTOR shall have three (3) calendar days to cure the default. In the event that CONTRACTOR, fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the CIT, the CITY shall have all legal remedies available to it, including but not limited to termination of the Contract in which case the CONTRACTOR shall be liable for any and all damages permitted by law arising from the default and breach of Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 If, at any time during the term of this Contract, including any optional renewal terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event the CONTRACT is terminated, the City may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.
- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

- 6.1 CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this CONTRACT. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the CONTRACT (Solicitation Title and Number), and state that such insurance is as required by this CONTRACT. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the CONTRACT.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All

policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

- d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this CONTRACT, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this CONTRACT the following insurance as indicated with exes:

- ☒ Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

- ☒ Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

ARTICLE 7
MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for city's disallowance and recovery of any payment upon such entry. Contractor shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

7.3 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes

- 7.4 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

7.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

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

FOR CONTRACTOR:

Darnavius Anderson
4845 N. Dixie Highway
Deerfield Beach, FL 33064
apictureperfectlandscaping@gmail.com

7.7 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.8 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.9 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

7.10 VENUE AND WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward CITY, Florida. If any claim arising from, related to, or in connection with this Contract must be

litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

7.11 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.12 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.13 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

7.14 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.15 SCRUTINIZED COMPANIES

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the CONTRACT.
- b. If this CONTRACT is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this CONTRACT at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the CONTRACT.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this CONTRACT.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the Contract, and;
- b. all persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the Contract.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the contract.

7.17 COMPLIANCE WITH LAWS

Contractor shall comply with federal, state and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

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**CONTRACT BETWEEN CITY OF DEERFIELD BEACH, FL AND A PICTURE PERFECT
LANDSCAPING & LAWN CARE, LLC.**

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

ATTEST:

DocuSigned by:

Heather Montemayor

SE72EBB3A1E040D

HEATHER MONTEMAYOR, CMC, CITY CLERK

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

DocuSigned by:

By

David Santucci

8F00C88DCB45418

DAVID SANTUCCI, CITY MANAGER

Date 3/13/2023

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY.

DocuSigned by:

Anthony Soroka

5CAA0A47D59A1C4

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

**A PICTURE PERFECT LANDSCAPING &
LAWN CARE, LLC.**

DocuSigned by:

By

Darnavius Anderson

8F17890DD07748C

(Signature)

Print Name Darnavius Anderson

Title: Manger

Date: 3/10/2023



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1722

Agenda Date: 3/28/2023

Status: COMMENTS BY
ADMINISTRATION & LEGAL

In Control: City Commission

Title

Presentation regarding noise control.

Background/History

Planning & Development Services staff has reviewed Article II Noise Control of the Code of Ordinances for construction volume and mechanical equipment, including generators, as well as reviewed noise ordinances from other municipalities. Staff will present to the City Commission with proposed recommendations for the existing ordinance.