



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

**Tuesday
June 6, 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: May 2, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes

Attachment: February 1, 2023, March 1, 2023

Non-Uniformed Employees' Pension Fund Meeting Minutes

Attachment: February 13, 2023, March 17, 2023

Community Appearance Board Meeting Minutes

Attachment: April 26, 2023, May 10, 2023

Hillsboro Inlet District Meeting Minutes

Attachment: April 17, 2023

Code Compliance Meeting Minutes

Attachment: April 11, 2023

Cultural Committee Meeting Minutes

Attachment: March 20, 2023

Marine Advisory Board Meeting Minutes

Attachment: January 19, 2023

APPROVAL OF THE AGENDA

June 6, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/88657558424?pwd=VUVzaVNDK2FORW1qSDc3dWN3L0hGdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 886 5755 8424#

Participant ID: #

Passcode: 770357#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Certificate of Recognition presented to the Red Cross.

Sponsor: Department of Public Safety

QUASI-JUDICIAL PUBLIC HEARINGS

2. P.H. 2023-075: APPLICATION 19-PDD-01 Rev. 1

Applicant: **DEERFIELD DEVELOPMENT RESOURCES, LLC, REPRESENTED BY MORGAN PRL DEVELOPMENT, LLC**

Proposal: Revision to a major site plan application seeking approval for a reduction of multi-family dwelling units (apartments) from 326 to 320 and to reduce the overall width of the attached parking garage and associated site improvements.

Location: The property is generally described as several parcels of land in SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, and located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Application 19-PDD-01 Rev. 1

PUBLIC HEARING - FIRST READING

3. P.H. 2023-076: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.28 GROSS ACRES LOCATED AT 201, 221, 231 & 299 FEDERAL HIGHWAY, AND 226-228 NE 9TH AVENUE FROM HIGHWAY BUSINESS DISTRICT (B-2) AND RM-10 RESIDENCE, MULTIFAMILY TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 21-R-195); PROVIDING FOR A MAXIMUM OF 277 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (Tabled from October 3, 2022)

Suggested Action: Commission to vote on Ordinance and set second public hearing for June 20, 2023

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

Sponsor: Department of Planning & Development Services

Attachment: Rezoning Application

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENT

- 4. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ernest "Sandy" Coyman to the Historic Preservation Board; 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 Michael Hudak

Attachment: Historic Preservation Board Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 5. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, certifying that the housing constructed by Habitat for Humanity of Broward is**

consistent with local plans and regulations; 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: Office of the City Manager

Attachment: Habitat for Humanity of Broward

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Douglas R. Gonzales, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master in accordance with the provisions of the City of Deerfield Beach Code of Ordinances and Land Development Code; and providing for an effective date. (Funds from Account #001-3009-524-30-26 - Code Compliance/Code Enforcement/Special Magistrate & Account #001-1100-515-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services & Department of Public Safety

Attachment: Douglas R. Gonzales, Esquire

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Thomas J. Ansbro, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master in accordance with the provisions of the City of Deerfield Beach Code of Ordinances and Land Development Code; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services & Department of Public Safety

Attachment: Thomas J. Ansbro, Esquire

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the submission of the Clean Water State Revolving Fund Program Loan Application; approving and authorizing execution of the Loan Agreement; establishing revenues pledged for the repayment of the loan; providing for implementation, conflicts, severability, 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: Clean Water State Revolving Fund Program Loan Application

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Rummel, Klepper & Kahl, LLP, to provide professional engineering services related to the Floridan Aquifer Well Rehabilitation Project at the West Water Treatment Plant in an amount not to exceed \$65,890.00; providing for execution and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other Than Building)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Rummel, Klepper & Kahl, LLP

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Kimley-Horn and Associates, Inc. to provide professional engineering services related to the Pioneer Grove Water Main Replacement Project in an amount not to exceed \$48,830.00; providing for execution and an effective date. (Fund from Account #413-5030-536-60-31 - Improvements Other than Buildings)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Kimley-Horn and Associates, Inc.

- 11. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with WGI, Inc. to provide professional engineering services related to the Pioneer Park Pier & Fishing Dock Replacement Project in an amount not to exceed \$84,690.00; providing for execution and an effective date. (Funds from Account #399-5060-519-65-30 - Cap Proj-Construction & Facilities-CIP-Infrastructure)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: WGI, Inc.

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a fourth work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for post construction biological monitoring services in an amount not to exceed \$39,427.20 for the City's 50% share of the cost; providing for execution and an effective date. (*Funds from Account #001-4553-539-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Post Construction Biological Monitoring Services

DEPARTMENTAL BUSINESS

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order with New Way Trucks for the purchase of a front end loader truck in an amount not to exceed \$250,000.00 pursuant to City Code Section 38-116(3)(E); providing for execution and an effective date. (*Funds from Account #452-4551-534-60-41 - Solid Waste Capital Fund/Automotive Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: New Way Trucks

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Revised Interlocal Agreement among the City, Broward County and Broward Municipalities for the establishment of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County; providing for execution, conflicts, and an effective date. (*Funds from Account #450-4551-534-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Solid Waste Disposal and Recyclable Material Processing Authority

- 15. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 54 "PENSIONS AND RETIREMENT", ARTICLE V "MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND", SECTION 54-257 "CONDITIONS OF DISABILITY", SECTION 54-271 "MEMBERS; TERMS OF OFFICE; ELECTION OF CHAIRMAN AND SECRETARY", AND SECTION 54-309 "BENEFITS OTHER THAN ON RETIREMENT" OF THE CITY CODE OF ORDINANCES TO ADDRESS RECENT CHANGES IN STATE LAW, COMPLIANCE WITH THE SECURE ACT AND THE BOARD TRUSTEE QUALIFICATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for June 20, 2023

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

Sponsor: Office of the City Attorney

Attachment: Municipal Firefighters' Pension Trust Fund

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop Meetings - Tuesday, June 13, 2023 & Wednesday, June 14, 2023

Regular City Commission Meeting - Tuesday, June 20, 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, May 2, 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 Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
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 - April 4, 2023

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Cultural Committee Meeting Minutes - December 19, 2022, January 23 & February 27, 2023

Code Compliance Meeting Minutes - March 7, 2023

Hillsboro Inlet District Meeting Minutes - March 27, 2023

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

May 2, 2023

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

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

Nays: 0

AWARDS & RECOGNITION**1. Certificates of Recognition presented to the City of Deerfield Beach Teachers of the Year.**

Mayor Ganz presented various certificates to the Deerfield Beach Teachers of the Year.

PUBLIC COMMENT

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on the four-week Skill Enhancement and Employee Development (SEED) Program ran by the Broward Sheriff's Office Deerfield Beach Community Outreach Resource and Education (CORE) team and Kiwanis Club. Thereafter, he provided a brief overview of the program.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, reiterated her concerns regarding the fence at Johnnie McKeithen park and requested that it be reinstalled. She also commented on the Park Rangers locking the gates at night, but the restrooms still being accessible. She continued to express concerns with the reconstruction of the park, whereas, it was fine as is. Further, she thanked Mayor Ganz for his efforts, as the park was staffed the other night to ensure individuals were not accessing it.

Bob Pollino, 816 SE 16th Street, Deerfield Beach, expressed concerns regarding the costs associated with the lifeguard stations and asked for a complete breakdown for each station. Mr. Pollino also commented on the cost for police services. Thereafter, he commented on the length of time it took for him to get a response from the call center. Lastly, he continued to express frustration regarding the costs for the lifeguard stations.

Mayor Ganz recognized Parkland Commissioner Bob Mayersohn who is also the Broward League of Cities President and Mayor Greg Ross, Cooper City, and who were in attendance.

CONSENT - BOARD APPOINTMENTS

Mayor Ganz opened the public hearing for Items 2 & 3; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

- 2. Resolution 2023/075 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Sacha Ramon as a regular member and appointing Aristotle Ginarte as an alternate member to the Marine Advisory Board; providing for an effective date.**
- 3. Resolution 2023/076 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Michael Lubin and appointing Angeline Isen as regular members to the Education Advisory Board; and providing for an effective date.**

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Items 2 & 3. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 4 - 6; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

4. **Resolution 2023/077 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Agreement with Robert Half International, Inc. for temporary staffing, direct-hire, and other employer services to increase the not to exceed amount from \$500,000.00 to \$675,000.00; providing for execution, conflicts, and an effective date. (Funds from Account #001-0600-513-32-99 - Other Contractual Services, #001-0635-513-32-99 - Other Contractual Services, & #001-1400-513-32-99 - Other Contractual Services)**
5. **Resolution 2023/078 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Professional Services Agreement with Government & ERP Implementation Services, LLC to provide project management and implementation consulting services related to the Tyler Suite Enterprise Resource Planning Project for a one-year term, with two additional one year renewal options; authorizing execution of the Agreement in an annual amount not to exceed \$150,000.00; providing for an effective date. (Funds from Account #399-0600-513-64-10 - Capital Project-Finance/Machinery)**
6. **Resolution 2023/079 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #23-05-BA for the creation of a public safety master plan to the top ranked proposer, Architects Design Group/ADG, Inc.; authorizing the City Manager to negotiate an agreement with Architects Design Group/ADG, Inc.; and providing for an effective date. (Funds from Account #399-3000-521-61-04 - Capital Projects - Public Safety & Account #399-3000-522-61-04 - Capital Projects - Public Safety)**

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Items 4 - 6. Roll Call:

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

Nays: 0

7. **Resolution 2023/080 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement among the City, Broward County and Broward Municipalities for the establishment of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County; providing for execution and an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)**

The Resolution was read by title only.

Anthony Soroka, City Attorney, explained that the County made changes to the Interlocal Agreement at their meeting today, whereby, most changes are non-substantive, but the substantive changes have not been approved by the Solid Waste Working Group; nevertheless, he, along with the City Manager are recommending approval of the Solid Waste Working Group's version, which is what is being proposed this evening. Additionally, the proposed resolution provides the City Manager with the ability to approve non-substantive changes; however, if the Solid Waste Working Group makes recommendations based on the substantive changes, then it will come back before the Commission. He stated that the working group will meet Monday to discuss these recent developments.

Vice Mayor Parness commented on his time spent on the Broward County Planning Council, whereby, solutions must be found and creating new mountains is not one of them. Further, he said the City's garbage is not disposed of here but in Orlando. Thereafter, he expressed his support for the Solid Waste Working Group, as solutions must be found.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Commissioner Drosky said the Solid Waste Working Group has done an amazing job and asked if Mayor Greg Ross could provide updates on the changes that the County made. Further, he spoke in support of what the working group was proposing but asked for clarification on the changes the County made.

Mayor Ross said the County had five different modifications, but he has not had a chance to review them; nevertheless, he heard that most are technical in nature, but one might cause concern. Further, he recommended that the Commission follow the advice of their attorney.

Mayor Ganz said cities have been working on coming up with a countywide solution for a while and it is disappointing that some of the County Commissioners made last minute changes after everything was agreed to; nevertheless, he spoke in support of approving the Solid Waste Working Groups version. Further, he hopes that those commissioners who suggested the changes come around and support the version that was agreed too. Thereafter, he opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 16, adopted Resolution 2023/080. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

- 8. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE INSURANCE SERVICES FUND BY \$487,681, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; APPROVING AMENDMENTS TO THE EMPLOYMENT POSITION TITLES AND GRADE SYSTEM, AND POSITION PAY RANGES, AS SET FORTH IN THE ATTACHED EXHIBITS "B" AND "C"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, highlighted a brief PowerPoint presentation. Thereafter, he explained that the purpose of the fiscal year budget amendment is due to grants, donations, and other adjustments, carryforwards from fiscal year 2022, transfers from the General Fund to the Solid Waste Fund, and implementation of the pay and class study. Thereafter, he introduced Stephanie Tinsley, Director of Financial Services.

Ms. Tinsley said some of the adjustments are due to the increase in grant funding and CASA donation; an injection well being rehabilitated, which will be funded from the utility fund balance; and other professional and consulting needs. She stated that \$4 million is being carried forward primarily because the capital projects from fiscal year 2022 are being obligated, received and/or continued in fiscal year 2023.

Mr. Santucci explained that the transfer from the General Fund to the Solid Waste Fund is in line with the funding strategy that was approved by the City Commission on December 6, 2022. The funding strategy, along with the rate plan assisted with aligning the fund to the annual auditor's observation and audit general operational audit funding recommendation. Further, he said the pay and class study provided a foundation for the City's classification/compensation system and pay plan, based on current compensation levels for similar public sector employees, and municipal and local market competitors. Thereafter he outlined the current challenges: salary compression, competition in talent pool, etc. Mr. Santucci said the approach consisted of reviewing all job titles, gathering salary and compensation data from similar/competitor organizations, develop revised classification plan and compensation and pay plan, and provide for reasonable and cost-effective ways to transition to the new plan.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Mr. Santucci explained that Management Advisory Group International, Inc. (MAG) conducted a comprehensive analysis of the City's current compensation and classification system, and salary levels for all 493 positions which consists of 216 job classifications. Thereafter, he provided a brief overview of the process, which consisted of internal meetings, employee job profile questionnaires, external equity, MAG proposed salary schedule, MAG salary adjustment calculations, organization cost calculations, and organization implementation options. The targeted organizations consisted of organizations that were competing with the City, i.e. City of Delray Beach, City of Pompano Beach, City of Fort Lauderdale, City of Coral Springs, etc. Further, Mr. Santucci stated that the survey benchmark results showed that on average the City's pay & classification plan is negatively behind market by the following: 7.4% minimum range, 6% median range, and 5.1% maximum range.

Moreover, Mr. Santucci said the implementation report recommended a new pay structure that considers the job and relationship to the market; plan built to overcome current deficits; and place the City in a more competitive position. The new pay structure provides for ranges 60% from minimum to maximum, with 5% between each grade. The implementation considerations looked at a phased approach between this fiscal year, and next; across the board market adjustments; bringing employees at least to minimum of recommended pay grade; equity (compression) adjustment; and labor negotiation tool. In order for this plan to be implemented, staff had to ensure funds were available, whereby, 3% will be distributed this fiscal year, and 3% next, for a total net impact of approximately \$720,000, which also includes the minimum adjustments, equity adjustments and executive compensation package. The proposed funding comes from a reduction in the insurance service allocations and increase vacancy credit savings. Mr. Santucci said through this process it was determined that many competitors provide a compensation package, i.e. additional time off, cell phone allowance, etc. to executive level staff; therefore, due to this implementation, it is recommended that those employees not receive the across the board increase. He reiterated that the pay adjustments would be done over two fiscal years for employees in the new pay grades up to and including 123, and the benefit package adjustment only, non-compounding would be for employees in new pay range of 124 and higher.

In response to Mayor Ganz's question, Mr. Santucci said these changes will not result in a tax increase.

Mayor Ganz said he has realized that public and private sectors are two different animals, whereby, there are specific needs in the public sector that cannot be filled by private. He said the City is not competitive, which is hurting us as a city in both the short and long term; therefore, he spoke in support of the implementation of the study. Further, during last year's budget workshops, he commented on there being a national shortage for ocean rescue staff and suggested that ocean rescue lifeguards be increased from a 108 to 109.

Commissioner Preston said the City must stay competitive to ensure we do not become a training ground, whereas, training can become costly. Further, employees know when they are not being properly compensated, causing morale issues, which then causes service issues; therefore, he spoke in support of the implementation as our employees deserve to be treated fairly.

Commissioner Hudak agreed that the City cannot become a training ground as institutional knowledge will be lost. Further, he said all of us have commended staff one way or the other, but at the end of the day employees stay at their job because they like their supervisor, their proud of their employer or they are properly compensated. Although, the City provides other benefits, i.e. retirement, holidays, etc., we must remain competitive; therefore, he spoke in support of the implementation.

Commissioner Drosky spoke in support of the implementation; however, he stated that this budget amendment also includes budget transfers. Further, he said the City has already become a training ground, whereby, in the last two years there has been an outflow of talent. He said although this is needed, we must keep the taxpayers in mind, as we are their representatives; nevertheless, they deserve the best service and in order to do that we must ensure our employees are doing their job and in order for them to do that they must be paid accordingly. Commissioner Drosky asked what impact this will have on next year's budget, as he does not want to see increases that impact the residents, i.e. increase in millage rate.

Mr. Santucci replied that staff is going to ensure that the revenues and expenditures are balanced without

DEPARTMENTAL BUSINESS - CONTINUED

increasing the fiscal year 2024 millage rate.

Vice Mayor Parness spoke in support of the implementation, as the City must provide the best service to our residents and in order to do that our employees must be properly compensated.

Commissioner Preston agreed that this commission must make these type decisions with the taxpayers in mind; however, if we continue to become a revolving door it will cost them more in the long run. Further, he said it is our job to make fiscally responsible decisions to ensure the entire city is taken care of and residents must understand that.

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

Mayor Ganz requested that each position within the Ocean Rescue Department be increased to the next paygrade.

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

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER - None.

CITY COMMISSION BUSINESS

- 9. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 11, "YOUTH COUNCIL" OF THE CITY'S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, explained that Commissioner Preston desires to see our youth get more involved in civic duty to understand the political process. He stated that the youth council ordinance was amended during COVID, but unfortunately was never brought to fruition; nevertheless, the new changes include reducing the number of participants from 11 to 8, allowing all Deerfield Beach high school students to participate, regardless of where they reside, and allowing all Deerfield Beach residents to participate regardless of what school they attend. Further, he, along with Commissioner Preston spoke to Deerfield Beach high school, and they are willing to assist with the election process, and they hope this can be implemented next school year.

Commissioner Drosky spoke in support of the Ordinance but spoke in opposition to the Mayor not having any appointments and suggested 10 members.

Commissioner Preston said the number was lowered so it can be more manageable; nevertheless, he does not have an issue with increasing the number to 10.

CITY COMMISSION BUSINESS - CONTINUED

Mayor Ganz said he does not like to be excluded, but he does not want staff to be burdened where the group becomes unmanageable; therefore, he suggested appointing the alternates and the Commission appoint the primary members.

In response to Mayor Ganz's question, Mr. Santucci replied that there are no alternates.

Mayor Ganz said he does not want this to become cumbersome, so he is willing to forego appointing anyone.

Commissioner Hudak suggested 9, as he agreed that all should be involved.

Mr. Santucci said 9 is fine.

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

Commissioner Preston thanked staff for bringing this Ordinance forward, as this will be extremely beneficial to our youth.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 9, as amended on first reading. Voice Vote:

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

Nays: 0

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

Lifeguard Towers - Commissioner Hudak said he understands the frustration regarding the costs associated with the towers, whereas, each cost \$212,000; however, \$91,000 is for the actual construction and the remainder is for demolition, insurance, permit fees, etc. Further, he said these towers are located on the beach so they must be highly graded to ensure they can withstand storms, storm surge, etc. He explained that the submitted proposals ranged from \$211,000/each to \$313,000/each.

HB 714 - Commissioner Hudak said there was an amendment to the short-term rental bill, which will further limit local government's ability to regulate vacation rentals, and place responsibility on the state agency; therefore, he urged the public to contact their state representative.

COMMISSIONER PRESTON**DISTRICT 2**

Fire Rescue Personnel - Commissioner Preston asked that everyone keep Lieutenant Eric DeLotta in their thoughts and prayers.

Johnie McKeithen Park - Commissioner Preston asked that staff find solutions to the reoccurring issues that are continuously brought up by Ms. Graham-Bracy regarding the park. Furthermore, if a fence needs to be reinstalled then so be it.

Affordable Housing Advisory Committee - Commissioner Preston stated that there were items addressed during the last meeting, which he will be bringing forward at an upcoming commission meeting for discussion.

VICE MAYOR PARNES**DISTRICT 3**

State Laws - Vice Mayor Parness commented on various issues surrounding the City, i.e. vacation rentals, gun laws, etc. and urged the public to contact their state representative.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Registering to Vote - Vice Mayor Parness said a non-partisan table will be set up in the lobby at City Hall on Friday, May 12th from 9 a.m. to noon to assist people with registering to vote.

COMMISSIONER DROSKY**DISTRICT 4**

Lifeguard Towers - Commissioner Drosky thanked Commissioner Hudak for bringing forth the research on the towers, as there was an extremely lengthy discussion when this project was originally brought forward. Further, he urged the public to stay involved and educate themselves on topics.

Office Hours - Commissioner Drosky said his office hours will take place on Saturday, May 6th from 10:00 a.m. to noon; appointments can be made by contacting him or the City Manager's Office.

Mother's Day - Commissioner Drosky wished all a Happy Mother's Day.

MAYOR GANZ

Lifeguard Towers - Mayor Ganz agreed that this project was thoroughly vetted by this commission due to the cost; nevertheless, we are a coastal community and these towers must be able to withstand the weather conditions.

State Legislatures - Mayor Ganz urged the public to get involved, especially on the State level, as they have more of a voice and power than the Commission. Further, he said passing proclamations, resolutions, etc. disagreeing with a state law will negatively impact the City; nevertheless, he reiterated that the public must stay engaged and get involved.

Seaweed - Mayor Ganz said there is a massive amount of seaweed heading towards Deerfield's beach and urged staff to prepare accordingly and to ensure the public is aware.

Johnie McKeithen Park - Mayor Ganz agreed that something must be done, i.e. installation of a fence, but asked that it be tasteful to enhance the beautification of the park.

Accolades - Mayor Ganz thanked the City Clerk's Office for the timeliness of the minutes and commended them for a job well done.

Fatality - Mayor Ganz commented on another motorcycle fatality that occurred on Hillsboro Boulevard and Powerline.

Deerfield Avenue - Mayor Ganz said there's an abandoned house with a car out front and broken meter and asked that staff investigate.

Budget Workshops - Mayor Ganz asked that building services and code compliance be discussed to ensure that a business model that works for the City is still being followed. Thereafter, he expressed concerns with code compliance.

Building Renaming Policy - Mayor Ganz said at the last commission meeting it was suggested to rename the Public Works Building after Bernard Adams, which he supports. Further, he suggested renaming the pool after Peggy Noland, former Mayor/Commissioner, and asked that staff create a policy for the renaming of buildings.

Mother's Day - Mayor Ganz wished all a Happy Mother's Day.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 8:49 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

Education Advisory Board (EAB)

Meeting Minutes

Wednesday, February 1, 2023

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Clarke – Reed called the meeting to order at 7:06 pm.

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

Also Present: Jonathan Salas, City of Deerfield Beach
Vennillia Wyatt, City of Deerfield Beach

Approval of Minutes

MOTION was made by Karen Shelly and seconded by Vice Chair Lubin to approve the December 7th, 2022, meeting minutes. The MOTION was carried unanimously.

Presentations

Chair Clarke-Reed introduced Donna Rucker, Principal at Deerfield Park Elementary School.

Principal Donna Rucker informed the board of the below and also presented the PowerPoint see the presentation attached.

- Tinker Toys – 300 kids received toys
- 10 vacancies at the school
- Drumline participated in MLK Day Parade for the City

Chair Clarke – Reed opened the floor for board questions.

Chair Clarke – Reed asked about the two fifth-grade classes that were without a teacher.

Principal Rucker advised that she has 10 vacancies and is trying to fill them.

Chair Clarke – Reed opened the floor for public comments.

Jan Muenzenmaier, a City resident asked if they still have a band this school year. If they need help with teaching the students how to play the instruments.

Principal Rucker stated that they do have a director and need volunteers to help students learn how to play instruments.

Joel Smith, a City resident advised that Nina's Pantry is now open and wanted to know if the school drumline can come and play on a Saturday morning.

Board Discussion

A. High School Scholarship Application Discussion

Mr. Salas advised the board that the City received nine (9) applications. Due to a system upgrade and maintenance, Staff was not able to print out all nine (9) applications for the board. Staff will coordinate with the board and get everyone the applications by tomorrow Thursday, February 2, 2023.

Chair Clarke – Reed directed the board to make sure that they review the applications, fill in the score sheet and bring the score sheets to the next meeting on Wednesday, March 1, 2023.

Mr. Salas informed the board of the increased amounts of the High School Scholarship Award to \$2000 for first place and \$1500 for second place.

MOTION was made by Ms. Plaut and seconded by Ms. Shelly to approve the new award amounts. The MOTION was carried unanimously.

B. Elementary and Middle School Achievement Award

Mr. Salas advised the board that numerous attempts have been made to the school about the Elementary and Middle School Achievement Award and to date, no applications have been received.

Chair Clark – Reed suggested that we may have to revisit the award next year.

Vice Chair Lubin, Ms. Plaut, and Ms. Shelly advised the board that they would postpone the award and will discuss it next year.

MOTION was made by Vice Chair Lubin and seconded by Ms. Plaut to postpone the Elementary and Middle School Achievement Award until next year. The MOTION was carried unanimously.

C. Final EAB Flyer

Mr. Salas advised that he would like to get the final approval from the board.

MOTION was made by Vice Chair Lubin and seconded by Ms. Plaut to approve the EAB Flyer. The MOTION was carried unanimously.

D. Tutoring Initiative

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

- City staff participated in JA BizTown with Deerfield Beach Elementary on January 20, 2023. On March 19, 2023, the City will assist Deerfield Park Elementary at JA BizTown.

E. District 4 Vacancy

Mr. Salas asked the board that Commissioner Drosky appointed Ms. Lisbeth Linert for EAB District 4.

F. Deerfield Beach Teacher Recognition Program

Mr. Salas asked the board if they would like to host at the City level and recognize the teacher of the year for each school. Mr. Salas advised the board to think of some ideas and we can discuss them at the next meeting.

Chair Clarke – Reed asked Mr. Salas to find out if the schools have selected their teacher of the year.

Staff Updates

Mr. Salas informed the board of the below events.

- Braithwaite Center for Active Aging Alzheimer Daycare is open and accepting applications.
- Registration Blitz is happening – put the word out!
- Daily activities are meals, line dancing, ballroom dancing, bingo, chair yoga, and much more.
- Valentine's Day celebration will be on February 8th, 2023
- Black History luncheon will be February 28th, 2023 from 11 am – 1 pm
- Principals Roundtable Meeting will be on Monday, February 13th, 2023 at Deerfield Beach High.

Board Updates

Chair Clarke – Reed advise the board that Districts 1 and 2 Commissioners are up for re-election if there are new Commissioners elected they have the option to re-appoint or appoint someone else for those EAB seats.

Comments from the Public

Chair Clarke-Reed opened the floor for public comments.

Jan Muenzenmaier, a city resident, would like to make sure that our teacher recognition program includes our private school teachers.

Joel Smith, a city resident, would like us to consider the support faculty at schools as well. Mr. Smith advised that Nina's Pantry is open every Saturday from 9:00 am – 3:00 pm.

Alice Chattman, a city resident, advises Kiwanis West has done a teacher's reorganization program with all schools

Raihanna Ali, a city resident, continuing the food distribution program will be on Wednesdays at Deerfield Beach Middle School.

Adjournment

MOTION was made by Karen Shelly and seconded by Dottie Plaut to adjourn the meeting at 8:34 pm. The motion was CARRIED unanimously.

Minutes approved *Gwyneth A. Clarke-Reed* Date *3/1/2023*

Education Advisory Board (EAB)

Meeting Minutes

Wednesday, March 1, 2023

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Clarke – Reed called the meeting to order at 7:01 pm.

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

Also Present: Jonathan Salas, City of Deerfield Beach
Vennillia Wyatt, City of Deerfield Beach

Approval of Minutes

MOTION was made by Vice Chair Lubin and seconded by Karen Shelly to approve the February 1st, 2023, meeting minutes. The MOTION was carried unanimously.

Presentations

Chair Clarke-Reed introduced Sergeant Gloria Crespo, Broward Sheriff's Office.

Sergeant Crespo gave an update to the board about our schools.

- Deerfield Beach High has 2 SROs
- Deerfield Beach Middle has 1 SROs
- Elementary schools have a rover that rotates
- They will be engaging with all 5th grades to discuss – What to expect in middle school?
- They will present to all seniors about being safe during proms and dances.

Chair Clarke – Reed opened the floor for board questions.

Ms. Shelly asked if a rover is a school board employee.

Sergeant Crespo didn't know the answer and deferred to Assistant City Manager, Horace McHugh.

MOTION was made by Vice Chair Lubin and seconded by Ms. Shelly to amend the agenda to add Horace McHugh, Assistant City Manager. The MOTION was carried unanimously.

Mr. McHugh advised that he knows there is a shared cost but doesn't the exact cost but will get the information to the board.

Chair Clarke – Reed introduced Horace McHugh, Assistant City Manager.

Mr. McHugh presented the referendum on the March 14th ballot that will allow the sale of SW 10th Street and I95 property, the presentation is attached.

Board Discussion

A. Tutoring Initiative

Mr. Salas advised the board of the tutoring initiative updates below.

- Wednesday, March 1st city staff went to JABizTown with Deerfield Park Elementary
- On April 19th the city will join Deerfield Middle at JABizTown

B. District 4 Vacancy

Mr. Salas advised the board that Ms. Lisbeth Linert was not able to make it since she had a prior engagement scheduled.

C. Deerfield Beach Teacher Recognition Program

Mr. Salas asked the board if they would like to have a teacher of the year recognition program for all area school teachers.

Chair Clarke – Reed opened the floor for the board to discuss.

Vice Chair Lubin stated that the Ft. Lauderdale Chamber hosted the event every year. He would like us to have an event during the day while the teachers are working so it doesn't interfere with a teacher or principal having to attend a late-night City Commission meeting.

Chair Clarke – Reed said she would like the City to recognize the teachers of the year at the City Commission meeting.

Ms. Plaut stated that we should incorporate the high school scholarship awards and teachers of the year recognition at the same City Commission meeting.

Chair Clarke-Reed opened the floor for public comments.

Jan Muenzenmaier, a city resident, advised that Kiwanis has money set aside for teacher recognition gift cards.

Alice Chattman, a city resident, stated that teachers like cups and we should give them City of Deerfield Beach cups.

MOTION was by Ms. Plaut and seconded by Mr. Lubin to have teachers of the year recognized at May 2nd City Commission meeting. The MOTION was carried unanimously.

D. High School Scholarship Application Scoring

Mr. Salas thanked the board for taking the time to do the scoring. Mr. Salas advised the first-place award recipient is Nayati Smith and the second recipient will be Samantha Ryan.

Mr. Salas informed the board that we discussed submitting the High School Scholarship award winners on the agenda for the April 4th City Commission meeting. Therefore, we should consider moving the date for the High School Scholarship award presentation to May 2nd City Commission meeting.

MOTION was made to move the Teachers of Year Recognition presentations at the May 2nd City Commission meeting and move the High School Scholarship Awards presentations to the April 4th City Commission meeting. The MOTION was carried unanimously.

E. Staff Updates

Mr. Salas asked the board that Commissioner Drosky appointed Ms. Lisbeth Linert for EAB District 4.

F. Deerfield Beach Teacher Recognition Program

Mr. Salas asked the board if they would like to host at the City level and recognize the teacher of the year for each school. Mr. Salas advised the board to think of some ideas and we can discuss them at the next meeting.

Chair Clarke – Reed asked Mr. Salas to find out if the schools have selected their teacher of the year.

Staff Updates

Mr. Salas informed the board of the below events.

- Applications for juniors and seniors to participate in Congressman Jared Moskowitz's youth academy to learn about the legislative process.
- Artwork competition for students to submit their artwork to be displayed at the Capitol deadline is April 23, 2023.
- City is hiring summer camp counselors.
- On Valentines Day Tedder Elementary students gave heartfelt letters to the City to express the day of love so in appreciation of those letters the City would like to treat them to a pizza party on Friday, March 3, 2023.

- Deerfield Park Drumline came to the Black History event at Braithwaite Center for Active Aging.
- We have been circulating Education Advisory Board flyers at various events in the City.
- City is hosting Deerfield Beach Future Leaders interns and Broward County School Lift summer internship program interns.
- The City signed an agreement with Broward College for their BrowardUP program.

Board Updates

Ms. Shelly informed the board that she accepted a full-time position at Best Foot Forward.

Vice Chair Lubin stated the City's Founders Day parade was great and he loved seeing all the youth participating. He stated that Deerfield Beach Middle school is doing great and they are working on a financial literacy curriculum.

Comments from the Public

Chair Clarke-Reed opened the floor for public comments.

Jan Muenzenmaier, a city resident, confirmed that Kiwanis has \$375.00 in their budget for teacher gift cards for teachers of the year recognitions.

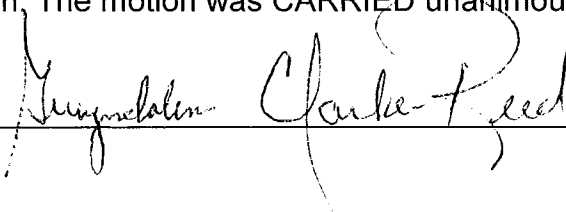
Joel Smith, a city resident, advised that Nina's Pantry is open every Saturday from 9:00 am – 3:00 pm.

Alice Chattman, a city resident, advised Kiwanis West will provide flowers for the teachers of the year recognitions.

Raihana Ali, a city resident, advised the board that they have new flyers for food distribution and she left the flyers on the travel for the board and the public on the table.

Adjournment

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

Minutes approved  Date 5/3/2023

**City of Deerfield Beach Non-Uniformed Employees Retirement Fund
Summary of Minutes; February 13, 2023 Regular Meeting**

Roll Call:

The regular meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Pension Fund was called to order at 12:08 P M on February 13, 2023 at Central City Campus.

Trustees Present: Lee Magnuson, F David Rolwing, Najaim Musto and Valerie Hackett

Others Present:

Attorney Robert Sugarman, Consultant TJ Lowe of Graystone via teleconference and Administrator Livia Giuliani.

Approval of Minutes:

November 14, 2022

Chairman Magnuson moved to approve the November 8, 2021 meeting minutes and Trustee Hackett seconded the motion and it passed.

Public Comments:

There were no public comments at this meeting.

Investment Report: Q/E 12/31/2022

Graystone Consulting

Mr. Lowe thanked the Board for allowing him to present on the phone and apologized for not being there in person due to a death in the family. Mr. Lowe reported on the economy noting that the Fed continues raising interest rates to control inflation with a 4.25% during the quarter. Fourth quarter equity returns improved with value outperforming growth and large cap outperforming small cap. The Dow Jones Industrial Average rose to 16%; the Russell Midcap returned 9.2%; the S&P returned 7.5% and the Russell 2000 returned 6.2%. The Bloomberg Barclays Aggregate Index was down nearly 15%. Equities outside the US outperformed US equities and the US dollar posted a return of 2.54%. Nine sectors of the S&P posted positive returns as of the 3rd quarter of 2022.

Mr. Lowe reported on the performance noting that the total fund returned 6.15% for the quarter vs. the policy index of 4.11%. The Wedge equity returned 10.69% vs. 7.77%. The Sawgrass Growth fund returned 13.46% vs. the Russell 1000 Growth of 11.64%. The London Company returned 8.38% vs. 2.14%. Lazard and Renaissance returned 1.23% and 2.86% vs. the MSCI AC World index of 1.82% respectively. Sage fixed income returned -0.54% vs. the BC Gov Cr index of 0.18%. Wedge fixed income returned -0.14% vs. the Barclays Govt/Credit Bond index of 0.18%. Blackrock and Blackstone returned -0.04% and 0.56% vs. the Barclays' Aggregate of 0.01%. AEW real estate returned 8.60% vs. the NCREIF property index of 6.15%. Finally, Mr. Lowe recommended selling the Blackrock portfolio and transferring the proceeds to the new manager Segal, Bryant & Hamill and Wedge Fixed income at 50% each. That being said, Trustee Rolwing moved to accept the Consultant's recommendation as presented and Chairman Magnuson seconded the motion and it passed.

Unfinished Business:

There was no unfinished business.

New Business:

There was no new business.

Consent Agenda: For Approval: Warrant #335

Benefits USA, Inc. (Flat Monthly Fee for February 2023)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for February 2023)	\$275.00
Benefits USA, Inc. (Additional Fee from December Fee Increase)	\$250.00
Fifth Third Bank (Q4-22 Custodian Fee-Invoice #7209339)	\$3,222.97
Graystone Consulting (Q4-2022 Consulting Fee-Inv #10128322301)	11,875.00
GRS (Services Rendered; Invoice #475623 dated 1/3/2023)	\$7,100.00
Renaissance Inv. Mgmt. (Q4-2022 Mgmt. Fee-Invoice dated 1/5/2023)	\$4,084.91
Wedge Capital Mgmt. (Q4-2022 Mgmt. Fee-LCV a/c #W00639 dated 1/18/2023)	\$12,475.61
Wedge Capital Mgmt. (Q4-2022 Mgmt. Fee-FI a/c #W01170 dated 1/18/2023)	\$5,703.06
Total	\$46,686.54

For Ratification: Warrants #333-334

Benefits USA, Inc. (Flat Monthly Fee for December 2022)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for December 2022)	\$275.00
Valerie Hackett (Hotel & Per diem for FPPTA Trustees School)	\$848.36
KSDT (Progress Billing for 9/30/2022 audit; Invoice #123423 dated 11/30/2022)	\$700.00
Total	\$3,273.36
Benefits USA, Inc. (Flat Monthly Fee for January 2023)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for January 2023)	\$275.00
KSDT (Progress Billing for 9/30/2022 audit; Invoice #124500 dated 12/31/2022)	\$300.00
Lazard Asset Mgmt. (Q4-2022 Mgmt. Fee-Inv #1798009 dated 1/10/2023)	\$2,488.88
London Company (Q4-22 Mgmt. Fee-Invoice dated 1/13/2023)	\$9,724.00
Sage Adv Services (Q4-2022 Mgmt. Fee-Inv #20221231-564-A dated 12/31/2022)	\$4,155.27
Sawgrass Asset Mgmt. (Q4-2022 Mgmt. Fee-Inv #dege112s-123122 dated 10/11/2023)	\$8,820.41
Sugarman & Susskind ETAL (Legal Fees; Invoice #175294 dated 1/12/2023)	\$3,000.00
Total	\$30,463.56

Trustee Rolwing moved to approve the Consent Agenda and Trustee Magnuson seconded the motion and it passed.

Attorney's Report:

Attorney Sugarman also reported that they reviewed the Segal, Bryant and Hamill contract and it was sent back to them to review the proposed changes.

Finally, Attorney Sugarman reported that they prepared the new fee agreement for the Benefits USA, fee increase that the trustees approved.

Administrator's Report:

The Administrator had nothing further to report.

Next Meeting Date:

The Administrator reported that the next regular meeting date is May 8, 2023 at 12:00 Noon.

Future Meeting Dates: August 14, 2023 and November 13, 2023

Adjourn: Trustee Musto moved to adjourn and Chairman Magnuson seconded the motion and it passed. The meeting was duly adjourned at 1:15 pm.


Secretary


Date

**City of Deerfield Beach Non-Uniformed
Employees Retirement Committee Summary of Special Meeting Minutes
March 17, 2023**

ROLL CALL: The special meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Pension Fund was called to order at 10:04 AM on March 17, 2023 at Central City Campus.

TRUSTEES PRESENT: Lee Magnuson, F David Rolwing, Najaim Musto and Valerie Hackett

OTHERS PRESENT:

Attorney Robert Sugarman, Consultant Scott Owens, Actuary Piotr Krekora of GRS, Auditor Eric Leventhal and Administrator Livia Giuliani.

PUBLIC COMMENTS:

There were no public comments at this meeting.

NEW BUSINESS:

Presentation of 9/30/2022 Financial Statements

Mr. Eric Leventhal first reported on the independent auditor's report noting that they have audited the September 30, 2022 financial statements in accordance with the Government Accounting Standards. He provided an unmodified opinion and found no deficiencies in the internal controls. Mr. Leventhal reported on the Plan Highlights noting that the total Employer contributions were \$1,169,841. The amount of the employer contribution varies from year to year and is actuarially determined. Employee contributions are 9% of the member's compensation. The total interest and dividend earnings were \$1,207,788; the net investment loss was (\$5,719,099) which was lower than the previous year due to unfavorable market conditions. The net the benefits paid were \$5,154,204 which was lower than 2021 due to retiree's passing. The Revenues which are usually additions to the net position resulted in a deduction to the net position. The net position of (\$4,549,130) was comprised of contributions of \$1,169,841, plus net investment loss of (\$5,719,099) and other income of \$128. The expenses (deductions) decreased from \$5,455,021 in 2021 to \$5,253,870 and the total net position restricted for benefits at September 30, 2022 was \$47,016,589, a 17% decrease from 2021. Mr. Leventhal reported on the detail of administrative expenses decreased from \$103,662 to \$99,666. The legal fees were \$36,000 the Actuary fees were \$19,899, the administrative fees were \$17,400, the accounting fees were \$13,420, the fiduciary liability insurance was \$7663, the conferences were \$5,278 and a miscellaneous expense of \$6. Ms. Leventhal noted that he received full cooperation from each of the vendors. That being said, he noted that if the Board had no questions for him that a motion was in order to approve the 9/30/2022 financial statements as presented. Trustee Musto moved to approve the financial statements as presented and Chairman Magnuson seconded the motion and it passed. A second motion was made by Trustee Musto to authorize the Chairman to sign the Representation letter and it was seconded by Chairman Magnuson and it passed.

Presentation of 10/1/2022 Actuarial Valuation

Mr. Krekora reported that the required Employer contribution for fiscal year ending 9/30/2022 is \$1,161,341 and for the fiscal year ending 9/30/2023 is \$306,805 a reduction of approximately \$854,536. The plan experience was less favorable than anticipated due to a loss on investment return of -10.4%. However, the actuarial value of assets recognizes excess returns/shortfalls over a 4-year period. This resulted in an investment return of 3.4% which was less than the investment assumption of 6.0%. For the cost-of-living adjustment, certain conditions must be met in order to pay a COLA to the retirees. 1) there must be an actuarial gain from investment earnings, 2) there must be an overall gain for the year and 3) they must be an accumulated gain over the years.

None of these conditions were met so the retirees and beneficiaries in pay status on 9/30/2022 will not be receiving increase effective 10/1/2022. Mr. Krekora reported that he is recommending taking a step down from the \$1.2 million loss since there is a chance of more losses in the next several years.

Mr. Krekora recommended resetting the actuarial value of assets to match the market value of assets in order to recognize the full \$1.2 million loss this year. This lowers the amount of the city's contribution and keep level at approximately \$800,000 a year for the next 8 years. A discussion ensued and it was noted that the Administrator and the Actuary will reach out to the Finance director Stephanie Tinsley for her comments. Trustee Rolwing moved to accept the recommendation pending the city's positive response and Trustee Musto seconded the motion and it passed.

There were no changes in benefits or actuarial assumptions in this valuation however the remaining amortization bases were combined and are now scheduled to be amortized over 5 years. The Funded ratio this year was 98.5% vs. 97.9% % from last year. Trustee Rolwing moved to approve the October 1, 2022 actuary valuation and Trustee Musto seconded the motion and it passed.

INVESTMENT REPORTS FOR QUARTER ENDING 12/31/2022

Graystone Consulting

Mr. Owens reported on the economy noting that the Fed continues raising interest rates to control inflation with a 4.25% during the quarter. Fourth quarter equity returns improved with value outperforming growth and large cap outperforming small cap. The Dow Jones Industrial Average rose to 16%; the Russell Midcap returned 9.2%; the S&P returned 7.5% and the Russell 2000 returned 6.2%. The Bloomberg Barclays Aggregate Index was down nearly 15%. Equities outside the US outperformed US equities and the US dollar posted a return of 2.54%. Nine sectors of the S&P posted positive returns as of the 3rd quarter of 2022.

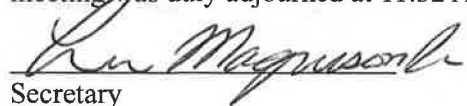
Mr. Owens reported on the performance noting that for the quarter, the total fund returned 5.18% vs. the policy index of 5.26%. The Wedge equity returned 9.63% vs. 12.42%. Sawgrass Growth returned 6.72% vs. the Russell 1000 Growth of 2.20%. London Company returned 9.91% vs. 6.23%. Lazard and Renaissance returned 15.23% and 15.53% vs. the MSCI AC EAFE and World indices of 19.64% and 14.28% respectively. Sage fixed income returned 1.28% vs. the BC Gov Cr index of 1.54%; Wedge fixed income returned 1.52% vs. the Barclays Govt/Credit Bond index of 1.80%. Blackrock and Blackstone returned 0.73% and 2.14% vs. the Barclays' Aggregate of 1.87%. AEW real estate returned -4.89% vs. the NCREIF property index of -3.50%. Finally, Mr. Owens reported that Sage has been terminated and the new manage Segal, Bryant and Hamill's is on Board. He also noted that the Blackrock redemption was processed with the proceeds being transferred at 50% to the new manager and 50% to Wedge Fixed income. That being said, Trustee Rolwing moved to accept the Consultant's report as presented and Chairman Magnuson seconded the motion and it passed.

NEXT MEETING DATE:

The Administrator reported that the next regular meeting date is May 8, 2023 at 12:00 Noon.

ADJOURN:

Trustee Musto moved to adjourn and Chairman Magnuson seconded the motion and it passed. The meeting was duly adjourned at 11:32 AM.


Secretary

5/8/2023
Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
April 26, 2023**

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

Roll call:

Present: Harry Belton, Chair
Terrance Glunt, Vice Chair
Tinka Ellington
Jack Hugentugler

Also Present: Anthony Soroka, City Attorney
Christopher Suneson, Assistant Director of Planning and Development Services
Ruthie Jusino, Planning Coordinator
Tracy Britten, Administrative Support Specialist

Absent: Patrick Morris
Mark Damiano, Alternate
Joseph Cummings, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve the April 12, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7063 Castro Deerfield LLC (Terri Keough)
1289-1299 South Dixie Highway
Landscape Plan and Irrigation Plan**

Christopher Suneson, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he advised that this item was brought forward due to a code violation, whereas, the property did not meet the shrubbery requirement, and there is an overabundance of mulch and lack of turf for ground cover.

The applicant provided plans and advised that the landscaping complied with the previous code requirements; nevertheless, the existing oak and mahogany trees will remain along Dixie Highway, a double layer of shrubbery consisting of cocoplum and yaupon holly will be installed, the area will be resodded, and a satinleaf tree will be planted in each parking lot island. Further, in order to conform with FP&L's right tree, right place guidelines, silver buttonwood trees will be planted

where powerline locations require. Lastly, the applicant advised that all plants in the landscape plan are native.

Mr. Hugentugler made a motion, seconded by Ms. Ellington to approve Item #7063 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, provided a brief overview of the Live Local Act, which addresses the affordable housing crisis. The act restricts the application of certain land use and zoning regulations with respect to affordable housing projects in areas zoned commercial, industrial or mixed use.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, introduced Ruthie Jusino, Planning Coordinator.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:17 p.m.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
May 10, 2023**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers, Deerfield Beach, by Tinka Ellington.

Roll call:

Present: Joseph Cummings, Alternate
Mark Damiano, Alternate
Tinka Ellington

Also Present: Anthony Soroka, City Attorney
Bonnie Jacobson, Senior Planner
Melissa Torres, Planning Intern
Yadzia Roa, Assistant City Clerk

Absent: Harry Belton, Chair
Terrance Glunt, Vice Chair
Jack Hugentugler
Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Ms. Ellington suggested deferring the approval of the minutes to the next meeting.

Mr. Cummings made a motion, seconded by Mr. Damiano to defer the April 26, 2023 meeting minutes to the next meeting. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7065 Tiara East Condominium Associations
 400 NE 21st Ave.
 Roof Change**

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

The applicant provided renderings of the proposed roof change; Aluminum Standing Seam roof.

Mr. Damiano made a motion, seconded by Mr. Cummings to approve Item #7065 as submitted. The motion CARRIED by unanimous vote.

**#7066 Hillsboro Landing Condominium Association #2
1627-1629 Riverview Rd.
Building Paint Change**

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

The applicant provided renderings of the proposed paint change; White Dove for the whole building and the accent color is Revere Pewter.

Mr. Damiano made a motion, seconded by Mr. Cummings to approve Item #7066 as submitted. The motion CARRIED by unanimous vote.

**#7064 The Cove Restaurant & Bar CSHJ Properties, LLC
1754 SE 32 Ct.
Minor Site Plan- Landscaping**

There was no representation for this application, so it was the consensus of the Board to table the item.

**#7067 King Hyundai- Genesis Dealership
1345, 1351, 1399 S Federal Hwy
Major Site Plan**

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

The applicant provided renderings of the application and provided a brief overview of the access points, parking, sidewalks, zoning, and landscaping.

Mr. Damiano made a motion, seconded by Mr. Cummings to approve Item #7067 as submitted. The motion CARRIED by unanimous vote.

**#7064 The Cove Restaurant & Bar CSHJ Properties, LLC
1754 SE 32 Ct.
Minor Site Plan- Landscaping**

It was the consensus of the Board to reopen the item; however, after a brief discussion it was decided to defer Item #7064 to the next meeting.

Mr. Damiano made a motion, seconded by Mr. Cummings to defer Item #7064 to the next meeting. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Bonnie Jacobson, Senior Planner, introduced Melissa Torres, Planning Intern and Yadzia Roa, Assistant City Clerk.

ADJOURNMENT

Mr. Damiano made a motion, seconded by Mr. Cummings to adjourn the meeting at 7:52 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, April 17, 2023
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice-Chair Laurence Gore (via zoom)
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Robert O'Neill
Commissioner Max Turner
Commissioner Tom Campbell

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Christopher Creed, P.E., D.C.E, Olsen Associates, Inc. (Via
Zoom)
Zak Bedell, Olsen Associates, Inc. (Via Zoom)
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Ryan W. Hudak, Assistant General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.
John Sfiropoulos, P.E., City Engineer, Pompano Beach

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Bryan at 6:30 P.M.

OATH: Oath was given to Thomas Campbell as the newly appointed Commissioner representing the Town of Hillsboro Beach.

APPROVAL OF MINUTES: A Motion to approve the March 27, 2023 Regular Meeting Minutes was made by Vice-Chair Gore and seconded by Commissioner Loesel.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (8-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Strauss and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$287,921.27. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the outstanding bills was approved unanimously. (8-0)

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

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the current month's expenses was approved unanimously. (8-0)

DREDGE LOG: Captain Draughon presented the Inlet depth chart, which depicted five (5') feet controlling depth seaward and ten (10') feet controlling depth shoreward. There was 23 hours of dredging time, resulting in about 10,350 yd³ of sand bypassed to Pompano Beach.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew also performed the following:

1. Belt tension around the C9 auxiliary engine was rusted, broke and was repaired;
2. Picked up barges from Apex Marine and brought them back;
3. Bulkheads got water in them and they were cleaned out;
4. Warning Signs for north jetty and the south jetty are in production;
5. Seaweed Sargassum (Crew put a cage on the suction at the intake); and
6. Performed preventive maintenance.

Captain Draughon advised the Board that the sand that came back into the channel was a result of the weather.

Captain Draughon also advised the Board that he is going to Pennsylvania in the beginning of May to test the winch. Once tested, the winch will go on a truck and will be delivered to the District.

PUBLIC COMMENTS: None.

NEW BUSINESS

REVIEW AND AUTHORIZE SUBMITTAL OF 2022 SAND BYPASS REPORT: Chris Creed and Zak Bedell of Olsen Associates, Inc. discussed with the Board the 2022 Annual Sand Bypassing Report. Mr. Bedell advised that the amount of sand that was bypassed to the southern portion of the inlet from January to December was approximately 81,000 yd³ were bypassed, which was about 41,000 short of the original bypassing goal of 120,000 yd³ was. He stated that by mobilizing the dredge more during this year and as Captain Draughon has stated that as the sand makes it way down from Boca the District should see more sand in the inlet and those numbers should improve. The sand that was bypassed to the Coast Guard Beach was about 12,000 yd³ which is the average. Mr. Bedell discussed the charts in the Report.

Commissioner O'Neill stated that maybe there should be some notation that the District does not pump much sand during the height of turtle season (March to November) and asked if that restricts operation. Mr. Creed stated he believed that under current permit conditions the District is not restricted as to the location where the District places the sand. He also stated that the sand is calmer during the summer months, transport rates are less because of calmer wave conditions and there is just less sand available to be bypassed. Captain Draughon stated that in the past, the District had to also wait for an all clear for the turtle inspection to start bypassing. He advised that they are now doing a better job of getting a quicker all clear to bypass.

A motion was made by Commissioner O'Neill to approve the 2022 Sand Bypassing Report and seconded by Commissioner Loesel.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the 2022 Sand Bypassing Report was approved unanimously. (8-0)

UPDATE REGARDING NORTH JETTY BUOY SAFETY PROJECT: Chair Bryan stated that the District is having some warning signs printed that will be reflective that we will put up until we decide how the District is going to proceed with the heavy boulders and the price.

Commissioner Chappell stated that there is a day marker sign on the south side of the jetty to warn boaters of the jetty. Commissioner Chappell took and provided pictures of the day marker sign, and discussed a back-up plan for the north jetty, that would include additional signs in locations to warn of the north jetty. The day markers could be placed in the locations as indicated in the District's north buoy permit project. Commissioner Chappell spoke to Mr. Creed and he advised that it would be okay to modify the permit and put signs in that are previously authorized. Mr. Creed provided comments relating to the project.

Commissioner Campbell stated that he likes the idea of signs on permanent poles as that seems to be more durable. He stated that even if you put large buoys out there the waves can get big and buoys can move. It is not about cost it is about durability.

The Commissioners discussed the signage at the north jetty, signage at the weir, and different options for boaters to prevent accidents and the District's liability.

Attorney Tolces stated that his office previously opined with respect to liability or lack thereof with the District with respect to the North Jetty and stated to wait to see what Mr. Creed bring back information relating to the pilings and the signs. Attorney Tolces also advised that the District submitted the application to FIND for the cost sharing for the placement of the buoys and the District anticipates hearing back from FIND by May 15, 2023 as whether or not they need any additional information regarding our grant application. Attorney Tolces also stated that the District can follow up with FIND with respect if the District were to change the scope of the project would that impact it as it is basically the same concept just different materials.

Attorney Tolces advised that the North Jetty buoy safety project will be brought back at the next meeting and the District can make a decision.

Mr. Creed advised that he has been having continuing conversations with FEMA about the District's eligibility for public assistance under their public assistance program should the District's infrastructure or operation be impacted from a named storm which is typical to how other fiscal communities access FEMA. Mr. Creed stated that he has provided the requested information and FEMA stated they can do an eligible applicant application. He advised that once he gets feedback he will advise the Commissioners.

Commissioner Campbell inquired about the application for the sand bypass permit that will allow the District to continue bypassing sand and whether the District must update its Inlet Management Plan as part of the permitting process. Mr. Creed stated he had many conversations with FDEP, and DEP advised that even though the permit would expire in December that the District could continue to operate its sand bypassing operations, and there was not enough time to do an updated Inlet Management Study. Assuming the new permit is issued, a condition of the permit will be for the District to update its Inlet Management Plan. There is a Management Plan in place and it is enough for FDEP legally to make a regulatory decision for a new permit within the scope of what the District is currently doing. The permit that will be issued will have conditions that the District provide a new Inlet Management Study, and update the Inlet Management Plan.

UPDATE REGARDING REFURBISHMENT OF THE DREDGE: Attorney Tolces advised that the Contract has been signed and a spot has been reserved at Lauderdale Marine Center.

UPDATE REGARDING ELBOW BARGE AND WINCH PURCHASES: This item was discussed earlier in the meeting under Captain Draughon's inlet status report.

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces reminded the Board that their next meeting will be Monday, May 15, 2023. He also advised that we will need to move our June 19, 2023 meeting due to the Juneteenth holiday.

A motion was made by Commissioner O'Neill to move the June 19, 2023 meeting to June 26, 2023 due to the Juneteenth holiday and seconded by Commissioner Chappell.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the June 19, 2023 meeting to June 26, 2023 was approved unanimously. (8-0)

Robert Andrews advised that at the June meeting that on the first of June, attorney Tolces will get the preliminary taxable values so we need to bring back our first budget at the end of June and then come back at the July meeting where the District will have to set a millage rate that you cannot go up but can come down at the July meeting and will have to vote.

Attorney Tolces welcomed John Sfiropoulos, City Engineer from the City of Pompano Beach who was in attendance.

COMMISSIONER COMMENTS: Commissioner O'Neill passed along accolades from the Hillsboro Lighthouse Preservation Society for the wonderful job the District's crew did on the beach.

Commissioner Strauss asked District Account Andrews to have a list of the last five to ten years available of our millage rates at the June meeting. Chair Bryan advised the Board that the District had a very aggressive year in spending for repairs and needed purchases and the District has not had that in a very long time and not by choice. Chair Bryan stated the District needs to be able to raise the necessary funds to serve the Inlet.

ADJOURNMENT: Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 7:21 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 11, 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
Jean Placide, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Winlett Banton, Special Magistrate Clerk

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>
23	23020090	LOPEZ, ENRIQUE J & HILDA K	822 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – ENRIQUE LOPEZ FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
24	22120094	EISENBERGER,OTTO LE H/E EISENBERGER,RACHEL LE ETAL	1021 SWANSEA B, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE 10.2.5 Owner/Occupant Responsibilities NFPA 1 2012 ed. FFPC	RESPONDENT NOT PRESENT CONTINUED TO 5/9/2023
25	22090192	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – ROBIN LARSON CONTINUED TO 5/9/2023
26	22120054	AMERICAN LEGION GLENN MILLER POST 287 INC	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.	RESPONDENTS WERE PRESENT – DAN POITIER TJ JONES FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
28	22080119	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP	4100 N POWERLINE RD, UNIT H1- H5,DEERFIELD BEACH, FL 33073 H1-H5	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENTS WERE PRESENT – JENNIFER GLORIA MICHELLE LONG

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	EXTENDED TO 5/5/2023
29	22090125	2 FOR 2 LLC	3300 SW 11 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY
30	22120086	HILLSBORO TECHNOLOGY CENTER LLC ATTN:MALCOLM BUTTERS	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 WAS PRESENT – MATTHEW TURCOTTE EXTENDED TO 5/5/2023
31	23020067	COVAR,DARREN COVAR,FABIANA	697 DEER CREEK CORONA WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	COMPLY BY 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST
33	23020092	TROIA,RICHARD	1241 SE 2 ST, UNIT 1- 4,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 FRANCESCO ZINCONE GARY HANN CONTINUED TO 5/9/2023
34	22060002	OLD FLORIDA BUNGALOWS HOMEOWNERS ASSN INC	850 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 7. (c)- Minimum standards for maintenance of premises.	RESPONDENT WAS PRESENT – MICHELLE HICKFORD CONTINUED TO 7/11/2023
35	22060003	CAMPBELL CORNER LLC	447 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 7. (c)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 7/11/2023
36	22060004	455 FEDERAL LLC	455 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE	RESPONDENT NOT PRESENT

				CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	CONTINUED TO 7/11/2023
37	22060005	MAUK,TERRY R	903 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 7/11/2023
38	22060040	FISK,JEFFREY ALAN	901 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT CONTINUED TO 7/11/2023
39	22060056	APPLE OF MY EYES LLC	853 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE	RESPONDENT NOT PRESENT CONTINUED TO 7/11/2023

				CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises.	
40	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 5/9/2023
42	23030014	ADAMS,MATTHEW B TRUJILLO,ELIZABETH	170 SE 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT WAS PRESENT – MATTHEW ADAMS FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
44	23030015	641 SE 20TH AVE LLC	641 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION Section 58-83.(a) - Refuse containers, contents and collection schedule.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/1/2023 FOR \$250 PER DAY
50	23030036	641 SE 20TH AVE LLC	641 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE 1.1 Fire extinguisher(s) need service. FIRE PREVENTION CODE 14.6 Clean debris or storage. FIRE PREVENTION CODE 4.11 Remove storage from meter room. FIRE PREVENTION CODE 4.8 Circuit breaker box cover required	
52	23010266	JAWORSKI,AGGIE LE JAWORSKI,ELIZABETH A ETAL	115 WESTBURY E, UNIT 115,DEERFIELD BEACH, FL 33442 115	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – AGGIE JAWORSKI FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

53	23020006	MICHELE A MIGLINO REV TR	159 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST
54	23020015	PLATINUM BUSINESS SOLUTION TFI AGENCY INC	4334 VELEIROS AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permit	RESPONDENT WAS PRESENT – DEVALLOON WENDELL FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST
55	23020016	BOWER,ROBERT J & LINDA S LE MCFALL,HOLLY ANN ETAL	3311 SW 3 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 FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST
56	23020017	ALZATE,RAMON	720 NE 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – BOB HICKEY FINAL ORDER ISSUED

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	COMPLY BY 6/9/2023 \$100 PER DAY \$80 PROSECUTION COST
60	23020033	GONZALEZ,ELIDENIA	367 MARKHAM Q, 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 4/21/2023 \$100 PER DAY \$80 PROSECUTION COST
62	23020105	JIMENEZ FAMILY LIMITED PARTNERSHIP %A1 BODY & GLASS LLC	540 NW 42 CT, UNIT 1- 2,DEERFIELD BEACH, FL 33064 1-2	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 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST
65	23010026	VISCUSI FAM TR VISCUSI,MATTHEW TRSTEE ETAL	1536 SE 15 CT, UNIT 606, DEERFIELD BEACH, FL 33441 606	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 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST
66	23030025	YOSS PRASHKOVSKY LLC	311 NW 42 CT, UNIT 101,DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – NEICHEMI LOZANO CONTINUED TO 5/9/2023

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
70	22120202	RIVERA,NICHOLAS J H/E RIVERA,MELISSA	1051 VELEIROS BLVD, 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 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST
71	23010154	GUZMAN,SAMUEL E H/E BULLARD,JASON M	1460 SW 24 TER, DEERFIELD BEACH, FL 33442	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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JASON BULLARD CONTINUED TO 5/9/2023
72	22120230	382 OCEAN AVE REALTY TR BETTERMAN, STEVEN TRSTEE	1416 SE 3 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY \$80 PROSECUTION COST

73	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	RESPONDENTS WERE PRESENT – ANNUNZIATA RUSCIO DAVID RUSCIO CONTINUED TO 6/13/2023
74	22120204	SAMPLES,MARILENE STAROPOLI,PASQUALE	1266 S MILITARY TRL, UNIT 554, DEERFIELD BEACH, FL 33442 554	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – MARILENE SAMPLES PASQUALE STAROPOLI EXTENDED TO 6/9/2023
76	22120231	MINERVA GROUP LLC	4411 NW 3 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 NOT PRESENT FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY
77	22120241	3831 CRYSTAL LAKE DRIVE LLC	3831 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permit	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY
79	23020018	SHARON PRASHKOVSKY LLC	550 NE 44 ST, UNIT A-M, DEERFIELD BEACH, FL 33064 A-M	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY PER VIOLATION
81	23010254	FL SUNSHINE STATE HOLDINGS LLC	1451 SW 5 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 4/7/2023 FOR \$100 PER DAY
83	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 NOT PRESENT FINES IMPOSED AS OF 4/7/2023 FOR \$200 PER DAY
84	23020088	MCDUGLE,OCTAVIA OLUWAKEMI A	146 NW 41 CT, UNIT 27, 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	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Section 14-105(1) - 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 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
85	23030030	4513 CF LLC	4513 N DIXIE HWY, UNIT 1,DEERFIELD BEACH, FL 33064	Chapter 10 – ANIMALS Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENTS WERE PRESENT – ATTORNEY MATTHEW WILLINGHAM VAIOS KOUTSOINIS

				ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - 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 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	CONTINUED TO 5/9/2023
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				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. 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 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
87	22120244	VIZCAINO,JOSEPH Z H/E VIZCAINO,PALMIRA O	351 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY
88	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.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY
97	23010244	FKH SFR C1 LP %FIRST KEY HOMES LLC	650 NW 3 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 IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
98	22120239	SAINT LEGER,GEORGES	4901 NE 9 AVE, DEERFIELD BEACH, FL 33064	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 NOT PRESENT FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY PER VIOLATION
99	22120240	ASSOCIATION OF MEADOWS CRYSTAL	2300 SW 17 CIR, DEERFIELD BEACH, FL 33442	Chapter 46 – OFFENSES Section 46-14. - Same— Encroaching on property of others. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
100	23020042	2018-3 IH BORROWER LP % INVITATION HOMES - TAX DEPT	285 NE 41 CT, DEERFIELD BEACH, FL 33064	Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way.	RESPONDENT NOT PRESENT

					FINES IMPOSED AS OF 4/1/2023 FOR \$250 PER DAY
101	22120107	PIERRE,SMITH & GISELE	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 FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY
102	22120185	EXANTUS,NADINE	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 FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY
103	23020012	ST JUSTE,JEAN C LE ST JUSTE,CHRISTINA	1320 SW 11 AVE, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT- JEAN ST JUSTE ALEXANDRA ST JUSTE FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
105 THR U 205	22090001	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.	RESPONDENTS NOT PRESENT FINES IMPOSED AS OF 4/7/2023 FOR \$100 PER DAY PER VIOLATION
207	22120093	SML DEERFIELD BEACH LLC	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	RESPONDENTS WERE PRESENT- EZRA BARUKH AL SALLAKU FINAL ORDER ISSUED COMPLY BY 5/5/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
A	19080209	BENDER,KENNETH	4317 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT – WILLIAM BENDER

				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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	FINES MITIGATED FOR \$8,500 TO BE PAID BY 10/10/2023 FOR BOTH CASES
B	21040133	BENDER,KENNETH	4317 NW 6 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 V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – WILLIAM BENDER FINES MITIGATED FOR \$8,500 TO BE PAID BY 10/10/2023 FOR BOTH CASES

C	13-680	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023
D	14-2596	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023
E	15090042	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES DIVISION 2. - SANITARY NUISANCES - Section 34-57(a)(2). - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES DIVISION 2. - SANITARY NUISANCES - Section 34-57(c)(3). - Declaration of nuisance	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023
F	16050011	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL

				ARTICLE VII. - ABANDONED REAL PROPERTY Sec. 34-144. - Maintenance requirements.	FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023
G	16120025	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Sec. 34-144. - Maintenance requirements	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023
H	18030059	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023
I	20030093	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023

J	20110037	HOLDER,DOROTHY L EST/ DNY HOLDINGS LLC	231 NW 40 COURT, DEERFIELD BEACH FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT – NATALIE DANIEL PANUL DANIEL FINES MITIGATED FOR \$12,000 FOR ALL CASES TO BE PAID 8/8/2023
K	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 FINES MITIGATED TO \$750 TO BE PAID BY 7/11/2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld,
Special Magistrate

Date

City of Deerfield Beach – Cultural Committee

Meeting Minutes

Monday, March 20, 2023

6:30 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Gombs called the meeting to order at 6:31 pm.

Members Present: Ashley Gombs, Chair
Daniel Shanetzky, Vice Chair
Thelema Lamar,
Deborah Sullivan,

Also Present: Adele Trizzino, Manager I
Elizabeth Ricci, Administrator of Special Events and Athletics
Amelia Jadoo, Assistant City Attorney

Approval of Minutes

MOTION was made by Vice Chair Shanetzky, seconded by Ms. Lamar to approve the February 27, 2023 meeting minutes. The MOTION passed unanimously.

Staff Updates

Ms. Ricci advised that the motion made by the Committee regarding the City paying for all events was denied by the City Manager.

Ms. Ricci advised the committee that the funding for the 2023 budget has been fully expended; therefore, the Committee must provide a proposal for the FY24 budget to be reviewed.

City Attorney Updates

None.

Festival of the Arts – Start Planning

The Committee discussed a variety of ideas:

- Logistically, do a few things differently for the layout and setup.
- add vendors to the Main Beach Parking Lot;
- add QR Code to Flyers and banners for Calls to Artists;
- include Broward College Art Program in the event; and
- discuss changing the parameters of submission for the FOA poster.

Comments from Committee

Chair Gombs advised no new proposal for new events until after July. Additionally, she stated that she would like the Committee to develop ways to increase revenue.

Comments from Staff

Ms. Ricci informed the Committee that she would bring the criteria for the poster contest to the next meeting for review.

Comments from the Public

None.

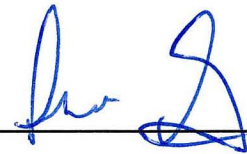
Next Meeting

May 15, 2023

Adjournment

MOTION was made by Chair Gombs, seconded by Ms. Lamar to adjourn the meeting at 7:45 p.m. The motion PASSED unanimously.

Minutes Approved



Date

3/15/23

**City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
January 19, 2023**

The meeting was called to order on the above date by Chair Hendrickson at 6:00 p.m.
The following board members were in attendance:

Voting

- Chair Hendrickson
- Mr. Chapman
- Mr. Nass
- Ms. Ramon

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, and Amelia Jadoo, Assistant City Attorney

Not in attendance: Mr. Bonner, Mr. Streather

PUBLIC INPUT

None.

APPROVAL OF AGENDA

Motion was made by Ms. Ramon, seconded by Mr. Chapman, to approve the agenda as submitted. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES

Motion was made by Ms. Ramon, seconded by Mr. Chapman, to approve the October 20, 2022 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Joint Beach Nourishment Update

Patrick Bardes, Coastal & Waterway Coordinator, provided a brief history of the joint beach renourishment project with the Town of Hillsboro. Additionally, he outlined the bid results for ebb shoal dredging and truck hauling and explained the difference between the two. Thereafter, the permitted project area was displayed, which outlined the project features, beach and dune renourishment, Boca Inlet sand sourcing and a prorated mobilization cost. He explained that a 30 cutterhead pipeline will be extended throughout the entire city limits, with ocean access provided via walkovers. The proposed project will go before the Commission for approval on Tuesday, January 24th.

Ms. Ramon asked how the pipeline will affect the beachgoers, especially during spring break when large crowds gather.

Mr. Bardes replied that Ocean Rescue is equipped to deal with any issues that may arise. The project is anticipated to last four weeks and must be completed by April 30th due to sea turtle nesting season.

In response to Mr. Nass' question, Mr. Bardes replied that the settlement agreement requires dredging every five years for the next 30 years.

In response to Ms. Ramon's question, Mr. Bardes replied that elevating the sand levels will allow the beach to erode less during a hurricane, but during a project that occurred in 2015, the sand eroded away after six months, so it is hard to predict what will happen.

The Board commended Mr. Bardes for his efforts and expressed their excitement regarding the project.

B. Special Event Update – Presented by Sacha Ramon

Ms. Ramon stated that due to the holidays, planning was halted, but she has a call with staff to discuss further.

BOARD MEMBER COMMENTS

Mr. Nass asked for an update on the pier repairs, the area-wide meeting of marine advisory boards, and the Guy Harvey project at Sullivan Park.

Patrick Bardes, Coastal & Waterway Coordinator, replied that a pier repair update will be provided at a later date. Further, an email was sent to the county representative, who was unavailable; nevertheless, he will follow up. Lastly, he has no updates regarding the Guy Harvey project at Sullivan Park, but will follow up with staff.

Mr. Chapman commented on the new technology available for stormwater monitoring and asked what could be done to look into the cost of exploring what kind of pollution is being dumped into the ocean through stormwater runoff.

Mr. Bardes said he will provide the contact information for the Director of Environmental Services, as her department is responsible for stormwater utilities. Thereafter, he listed the different projects and technologies the City utilizes to measure and combat the stormwater runoff.

Chair Hendrickson explained that a set of water quality sensors were installed at the mouth of the Hillsboro Inlet monitoring station in collaboration with Florida Atlantic University, which are available online, and suggested the City look into something similar.

Mr. Nass asked if there was any way to measure fish population through the fishing fleets coming out of the inlet.

Chair Hendrickson said underwater cameras with artificial intelligence capabilities are being used to track biodiversity and abundance. Thereafter, she advised that this would be her last meeting with the Board as she is moving out of the City.

ADJOURNMENT

There was no further business to discuss, and the meeting was adjourned at 6:45 p.m.



Regular City Commission Meeting - June 6, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 6, 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 June 6, 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 June 6, 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 June 6, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/88657558424?pwd=VUVzaVNDK2FORW1qSDc3dWN3L0hGdz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 886 5755 8424#, Participant ID: #, Passcode: 770357#

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 June 6, 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. 2023-1886

Agenda Date: 6/6/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2023-075: APPLICATION 19-PDD-01 Rev. 1

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant is requesting approval for a revision to the major site plan application to reduce the number of multi-family dwelling units from 326 to 320 and to reduce the overall width of the parking garage as well as minor on site improvements to interior layout, landscaping and resident amenities. The applicant is not proposing to amend any previously approved on and off-site improvements including the temporary residential boat slips), a publicly accessible boardwalk, as well as sidewalk, roadway and drainage upgrades.

The subject properties are located along the Hillsboro Canal within the Pioneer Grove Special Architectural District. Pioneer Grove Design Standards have been incorporated into the proposed architectural design of the building and within landscape and open spaces throughout the site. All revisions to the site plan, still meet the design guidelines of Pioneer Grove.

On August 4, 2020 the City Commission approved the following:

- Resolutions 2020/93, 2020/94 2020/95 for Plat Applications
- Resolution 2020/96 Major Site Plan Application
- Resolution 2020/97 Utility Easement Abandonments
- Ordinance 2020/015 Rezoning

The applicant is only requesting to amend the Major Site Plan Application and is not amending or proposing to change any aspects of the previously approved plat, rezoning approvals or development agreement.

No new traffic impact analysis was submitted for the revision as the project is reducing the total number of multi-family dwelling units.

The Community Appearance Board approved the revision application unanimously on April 12, 2023.

The Planning & Zoning Board approved the revision application unanimously on May 4, 2023.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE MAJOR SITE PLAN FROM DEERFIELD DEVELOPMENT RESOURCES, LLC TO CONSTRUCT 320 MID-RISE MULTI-FAMILY DWELLING UNITS WITH AN ATTACHED PARKING GARAGE AND ASSOCIATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE, AND 409 N. RIVER AVENUE, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 19-PDD-01 REV. 1); PROVIDING FOR A REDUCTION OF SIX DWELLING UNITS, A REDUCTION TO THE WIDTH OF THE PARKING GARAGE AND MINOR MODIFICATIONS TO THE INTERIOR SITE LAYOUT, LANDSCAPING AND RESIDENT AMENITIES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 19-PDD-01 (the “Site Plan Application”) was previously submitted to the City by Deerfield Development Resources, LLC (the “Applicant”) seeking site plan approval to construct 326 multifamily dwelling units with an attached parking garage, publicly accessible boardwalk, and associated on and off-site improvements at the property located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue, Deerfield Beach, Florida (the “Residential Development”); and

WHEREAS, the Residential Development site is approximately 8.4 acres of land located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue, as further described in the backup materials on file with the City, (collectively, the “Property”); and

WHEREAS, on November 13, 2018, the City Commission voted to approve the Land Use Plan Amendment for the Property (LUPA #62), changing the Future Land Use designation on the Property to Residential Irregular (39 du/ac); and

WHEREAS, on August 4, 2020, the Site Plan Application was approved by the City Commission, along with the approval of a separate Rezoning Application (19-R-185) Plat applications (Application #19-P-222, 19-P-223, 19-P-224), and an Abandonment request (Application No. 19-A-195) for the proposed Residential Development; and

WHEREAS, the previously approved Site Plan Application for the Residential Development limits development to 326 apartment dwelling units with an attached parking garage, publicly accessible boardwalk, and associated on and off-site improvements, and is consistent with the adopted Future Land Use designation; and

WHEREAS, the Applicant (c/o Morgan PRL Development, LLC) has submitted site plan amendment application No. 19-PDD-01 Rev. 1, seeking a revision to the previously approved Site Plan Application to provide for a reduction of six dwelling units, a reduction in the width of the attached parking garage and minor modifications to the interior layout, landscaping and resident amenities (the “Site Plan Amendment Application”); and

WHEREAS, the Applicant is not proposing to amend the previously approved on and off-site improvements, including the temporary residential boat slips, a publicly accessible boardwalk, as well as

sidewalk, roadway and drainage upgrades, nor is the Applicant proposing to amend the previously approved plat, rezoning or Development Agreement; and

WHEREAS, the Site Plan Amendment Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Amendment Application on April 12, 2023, and the Planning and Zoning Board voted to recommend approval on May 4, 2023; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Amendment Application is consistent with the City's Comprehensive Plan and approval of the Site Plan Amendment Application is in the best interests of the City.

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

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

Section 2. The Site Plan Amendment Application is hereby approved, subject to the following conditions all of which shall be satisfied by the Applicant prior to the issuance of any building permit: (i) the conditions set forth in the Site Plan Amendment Application and the DRC report, as amended and dated April 14, 2023, and (ii) all of the conditions set forth in City Resolution 2020/096 and the related Development Agreement, which conditions are incorporated herein by this reference.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS ____ DAY OF JUNE, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING AN AMENDMENT TO THE MAJOR SITE PLAN FROM DEERFIELD DEVELOPMENT RESOURCES, LLC TO CONSTRUCT 320 MID-RISE MULTI-FAMILY DWELLING UNITS WITH AN ATTACHED PARKING GARAGE AND ASSOCIATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE, AND 409 N. RIVER AVENUE, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 19-PDD-01 REV. 1); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 19-PDD-01 (the “Site Plan Application”) was previously submitted to the City by Deerfield Development Resources, LLC (the “Applicant”) seeking site plan approval to construct 326 multifamily dwelling units with an attached parking garage, publicly accessible boardwalk, and associated on and off-site improvements at the property located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue, Deerfield Beach, Florida (the “Residential Development”); and

WHEREAS, the Residential Development site is approximately 8.4 acres of land located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue, as further described in the backup materials on file with the City, (collectively, the “Property”); and

WHEREAS, on August 4, 2020, the Site Plan Application was approved by the City Commission, along with the approval of a separate Rezoning Application (19-R-185) Plat applications (Application #19-P-222, 19-P-223, 19-P-224), and an Abandonment request (Application No. 19-A-195) for the proposed Residential Development; and

WHEREAS, the previously approved Site Plan Application for the Residential Development limits development to 326 apartment dwelling units with an attached parking garage, publicly accessible boardwalk, and associated on and off-site improvements, and is consistent with the adopted Future Land Use designation; and

WHEREAS, the Applicant (c/o Morgan PRL Development, LLC) has submitted site plan amendment application No. 19-PDD-01 Rev. 1, seeking a revision to the previously approved Site Plan Application to provide for a reduction of six dwelling units, a reduction in the width of the attached parking garage and minor modifications to the interior layout, landscaping and resident amenities (the “Site Plan Amendment Application”); and

WHEREAS, the City Commission finds that the Site Plan Amendment Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

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

Section 2. The Site Plan Amendment Application is hereby denied based upon the failure to meet the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF JUNE, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

May 19, 2023

Dear Property Owner:

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

P.H. 2023-075: APPLICATION 19-PDD-01 Rev. 1

Applicant: **DEERFIELD DEVELOPMENT RESOURCES, LLC, REPRESENTED BY MORGAN PRL DEVELOPMENT, LLC**

Proposal: Revision to a major site plan application seeking approval for a reduction of multi-family dwelling units (apartments) from 326 to 320 and to reduce the overall width of the attached parking garage and associated site improvements.

Location: The property is generally described as several parcels of land in SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, and located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue.

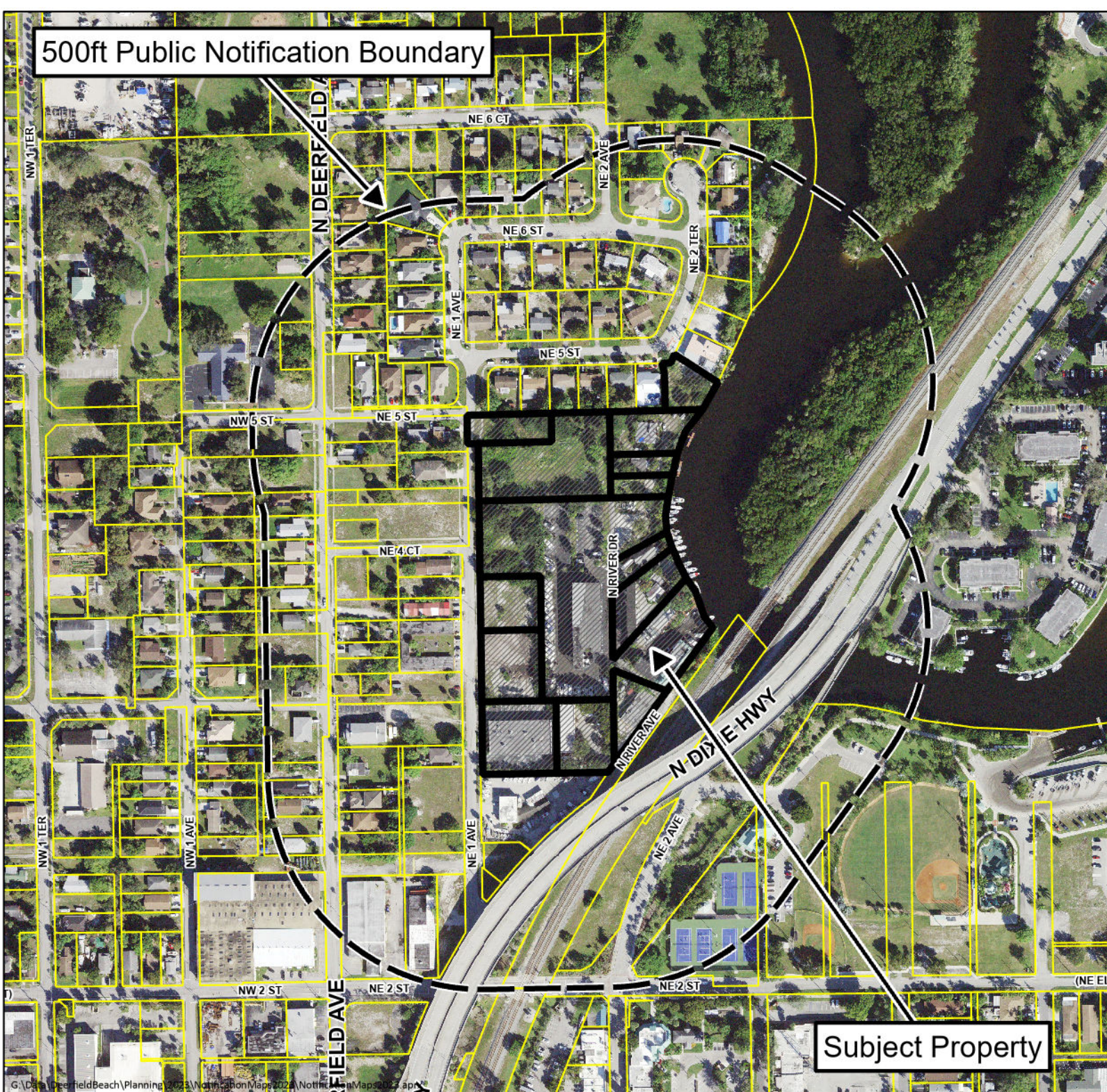
A public hearing will be held on **TUESDAY, JUNE 6, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Heather Montemayor, CMC, City Clerk

500ft Public Notification Boundary



Public Hearing Notice Map

Plan Amendment 19-PDD-01, Rev. 1

414,430,454, and 480 NE 1 Ave;

240 NE 5 St; 409 N River Ave;

424, 430,446,450, 458 N River Dr



0 200 400
Feet

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





DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☒ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☐ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: Vista Clara Apartments

Property Owner: Deerfield Development Resources, LLC

Applicant (if different from Owner): Morgan PRL Development, LLC

Agent (if different from Owner/Applicant): Urban Compass, LLC & Greenspoon Marder, LLP

Address of Property: 414, 430, 454 & 480 NE 1 Ave; 409 N River Ave; 412-418, 424, 430, 446, 450, 458 N River Dr; 240 NE 5 St, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision): See attached Exhibit A

Description of Project: Reduce density by 6 units, reduce size of parking garage, amenity deck modification, internal site layout and architectural adjustments. See attached narrative for further details.

New Development (Y/N):	<u>Yes</u> ☒	Modification to Existing Development (Y/N):	<u>Yes</u> ☒
Zoning District:	<u>PDD</u>	Future Land Use Category:	<u>Irregular Residential 39 du/ac</u>
Existing Use:	<u>Marina & Residential</u>	Proposed Use:	<u>Residential</u>
Lot Area (acres):	<u>+/- 8.4 acres</u>	Number of Dwelling Units (proposed):	<u>320</u>
Sq. Ft. of Structure (existing):	<u>N/A</u>	Sq. Ft. of Structure (proposed):	<u>647,300 sf</u>

Agent Signature: [Signature]

Owner Signature: [Signature]

Name Printed: Steve Graham, Urban Compass

Name Printed: Christopher Partridge

Address: 780 S Sapodilla Ave, #410
West Palm Beach, FL 33401

Address: Deerfield Development Resources, LLC
1769 NE 33rd St, Pompano Beach, FL 33064

Telephone: 561-248-8185

Telephone: Contact Agent/Applicant

Email: steve@urbancompassplanning.com

Email: Contact Agent/Applicant



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☒ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☐ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: Vista Clara Apartments

Property Owner: Deerfield Development Resources, LLC

Applicant (if different from Owner): Morgan PRL Development, LLC

Agent (if different from Owner/Applicant): Urban Compass, LLC & Greenspoon Marder, LLP

Address of Property: 414, 430, 454 & 480 NE 1 Ave; 409 N River Ave; 412-418, 424, 430, 446, 450, 458 N River Dr; 240 NE 5 St, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision): See attached Exhibit A

Description of Project: Reduce density by 6 units, reduce size of parking garage, amenity deck modification, internal site layout and architectural adjustments. See attached narrative for further details.

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>Yes</u>
Zoning District:	<u>PDD</u>	Future Land Use Category:	<u>Irregular Residential 39 du/ac</u>
Existing Use:	<u>Marina & Residential</u>	Proposed Use:	<u>Residential</u>
Lot Area (acres):	<u>+/- 8.4 acres</u>	Number of Dwelling Units (proposed):	<u>320</u>
Sq. Ft. of Structure (existing):	<u>N/A</u>	Sq. Ft. of Structure (proposed):	<u>647,300 sf</u>

Agent Signature: [Signature]

Owner Signature: [Signature]

Name Printed: Dennis Mele - Greenspoon Marder, LLP

Name Printed: Christopher Partridge

Address: 200 East Broward Boulevard Suite 1800, Fort Lauderdale FL 33301

Address: Deerfield Development Resources, LLC 1769 NE 33rd St, Pompano Beach, FL 33064

Telephone: (954) 527-2409

Telephone: Contact Agent/Applicant

Email: dennis.mele@gmlaw.com

Email: Contact Agent/Applicant

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

ALL OF ANTIBES DEVELOPMENT PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:

ALL OF ANTIBES DEVELOPMENT PLAT II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 150, PAGE 26, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:

THE NORTH 66 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LESS THE EAST 136 FEET THEREOF, AND FURTHER LESS THE RIGHT-OF-WAY OF NE 1ST AVENUE AS LAID OUT AND IN USE, IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 4:

LOTS 1, 2, 3, 4, 5, 7, 8, 9, AND 10 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, ALL OF SAID LOTS NOW LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 5:

LOT 6 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN LOT 6. SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 6:

LOTS 11 AND 12 OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED COSDEN STREET LYING WITHIN SAID LOTS, SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 7:

LOTS 13, 14 AND 15, OF MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF AS FILED FOR RECORD IN PLAT BOOK 6, PAGE 9, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS RECORDED IN PLAT BOOK 1, PAGE 25 OF THE PALM BEACH COUNTY TRANSCRIPT OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS NOW SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 8:

PARCELS A AND B OF PENNELL FAMILY PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 160, PAGE 23, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 9:

LOT 7, BLOCK 1, OF RIVERVIEW TERRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Prepared by and return to:
Christopher G Rodriguez, Esq.

The Firm Law Group, Inc.
14100 Palmetto Frontage Road Suite 390
Miami Lakes, FL 33014
305-693-8899
File Number: 2018-0029
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 16 day of April, 2018 between Juanita C Mathis, an unremarried widower and Reginald Mathis, a married man and Dorothy Mathis, a single woman and Ulysses S Mathis, III, a married man whose post office address is 1681 NW 1st Way, Pompano Beach, FL 33060, grantor, and Deerfield Development Resources, LLC a Florida limited liability company whose post office address is 1769 NE 33rd Street, Pompano Beach, FL 33064, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

The North 66 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4, LESS the East 136 feet thereof, and further LESS the right-of-way of NE 1st Avenue as laid out and in use, in Section 31, Township 47 South, Range 43 East. Said lands situate, lying and being in Broward County, Florida.

Parcel Identification Number: 4743 31 06 0030

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantors' residence and homestead address are: Juanita C Mathis 1681 NW 1st Way Pompano Beach, FL 33060;
Reginald Mathis 16900 North Bay Rd Building 3 #107 Sunny Isles, FL 33160;
Dorothy Mathis 2049 NW 56th Ave #34-A Lauderhill, FL 33313;
Ulysses S Mathis III 1056 Feaginmill Rd Warner Robins, GA 31088.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: _____

_____(Seal)
Juanita C Mathis

Witness Name: _____

Witness Name: _____

_____(Seal)
Reginald Mathis

Witness Name: _____

Witness Name: _____

_____(Seal)
Dorothy Mathis

Witness Name: _____

B Carter
Witness Name: B Carter
A Suddeth
Witness Name: A Suddeth

Ulysses S Mathis III (Seal)
Ulysses S Mathis, III

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Juanita C Mathis, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Reginald Mathis, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by Dorothy Mathis, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

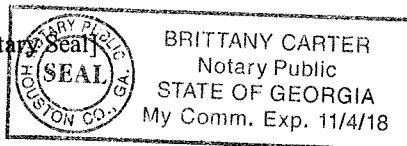
My Commission Expires: _____

State of GA

County of HOUSTON

The foregoing instrument was acknowledged before me this 13th day of April, 2018 by Ulysses S Mathis, III, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



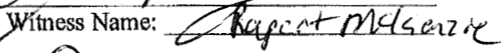
BCarter
Notary Public

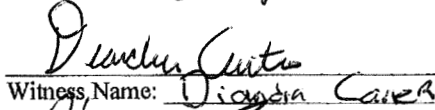
Printed Name: BCarter

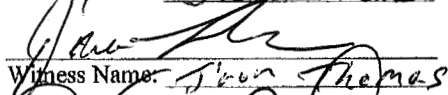
My Commission Expires: 110418

Signed, sealed and delivered in our presence:

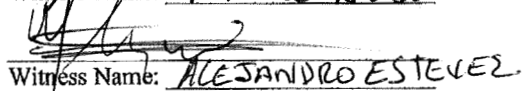

Witness Name: Charles G. Gray

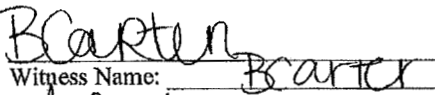

Witness Name: Robert McGehee

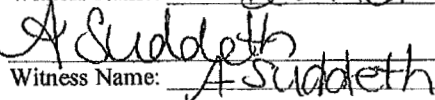

Witness Name: Diana Carter

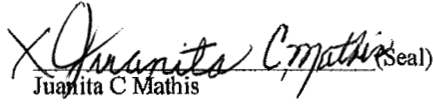

Witness Name: John Thomas

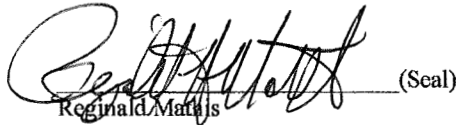

Witness Name: Valerie Nelson

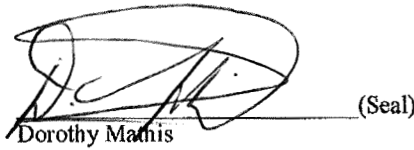

Witness Name: ALEJANDRO ESTEVEZ

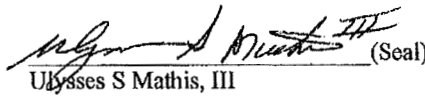

Witness Name: B. Carter


Witness Name: A. Suddeth

 (Seal)
Juanita C Mathis

 (Seal)
Reginald Mathis

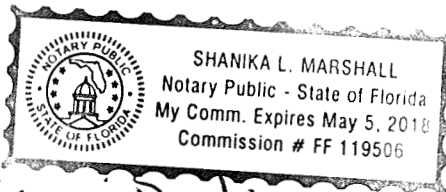
 (Seal)
Dorothy Mathis

 (Seal)
Ulysses S Mathis, III

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 17 day of April, 2018 by Juanita C Mathis, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



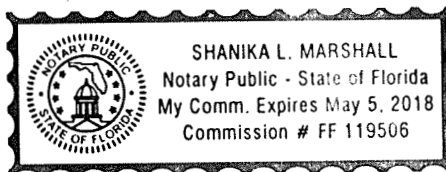
S. L. Marshall
Notary Public

Printed Name: Shanika L. Marshall
My Commission Expires: May 5, 2018

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 17 day of April, 2018 by Reginald Mathis, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



S. L. Marshall
Notary Public

Printed Name: Shanika L. Marshall
My Commission Expires: May 5, 2018

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 17 day of April, 2018 by Dorothy Mathis, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



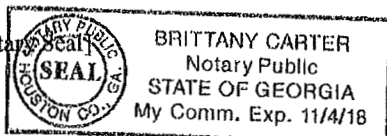
S. L. Marshall
Notary Public

Printed Name: Shanika L. Marshall
My Commission Expires: May 5, 2018

State of GA
County of HOUSTON

The foregoing instrument was acknowledged before me this 13th day of April, 2018 by Ulysses S Mathis, III, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



BCarter
Notary Public

Printed Name: BCarter
My Commission Expires: 110418

PREPARED BY & RECORD AND RETURN TO:

Thomas F. Coyle, Jr., Esq.
Greenspoon Marder LLP
200 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

Property Appraiser's No.: Tax Folio Nos.

4743-31-05-0010, 4743-31-05-0020, 4743-31-05-0030, 4743-31-05-0060, 4743-31-05-0070, 4743-31-05-0080,
4743-31-14-0070, and 4743-31-25-0010

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made as of this 23rd day of December, 2020, between Pepdock, LLC, a Florida limited liability company, as to an undivided 2.0% interest in Parcel 1; BGPUP, LLC, a Florida limited liability company, as to an undivided 32.67% interest in Parcel 1; RJP Ultra Enterprises, LLC, a Florida limited liability company, as to an undivided 32.67% interest in Parcel 1 and JLM Property Ventures, LLC, a Nevada limited liability company, as to an undivided 32.66% interest, in Parcel 1; Land & Sea Ventures, Inc., a Florida corporation, as to Parcel 2; and Patricia Pennell, individually, and as Trustee of the Patricia E. Pennell Trust under Agreement dated December 19, 1997, as to Parcel 3, (collectively, the "Grantor"), whose address is c/o 2531 S. OCEAN BLVD., Apt 8, Boca Raton, FL 33432, and Deerfield Development Resources, LLC, a Florida limited liability company (the "Grantee"), whose address is 1769 NE 33rd St., Pompano Beach, FL 33064.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, its interests in that certain real property lying and being in the County of Broward, State of Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property").

SUBJECT TO:

1. Taxes for the year 2020 and subsequent years;
2. Zoning restrictions, prohibitions, limitations and conditions imposed or required by any governmental body, authority or agency, without reimposing same;
3. Conditions, restrictions, easements and limitations of record, without reimposing same; and
4. Any matter created by, through, under or against Grantor named herein.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seised of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

The property herein conveyed does not constitute the homestead property of the Grantor of Parcel 3, nor of any family member of Grantor of Parcel 3, nor is it adjacent or contiguous thereto to any property owned by Grantor of Parcel 3.

[signatures and acknowledgments on following pages]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

WITNESSES:

AS TO AN UNDIVIDED 2.0% INTEREST IN
PARCEL 1:

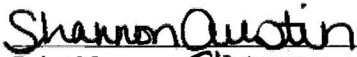
PEPDOCK, LLC, a Florida limited liability
company



Print Name: Raul Velasco



By: Patricia Pennell
Name: Patricia Pennell, as Member



Print Name: Shannon Austin

STATE OF Florida)
)ss:
COUNTY OF Palm Beach)

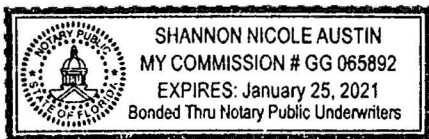
The foregoing instrument was acknowledged before me this 21st day of December, 2020, by means of ☒ physical presence or ☐ online notarization, Patricia Pennell, as Member of PEPDOCK, LLC, a Florida limited liability company, on behalf of the limited liability company. She is personally known to me or produced a valid driver's license as identification.



Notary Public

Print name: Shannon Austin

My commission expires:



**AS TO AN UNDIVIDED 32.67% INTEREST
IN PARCEL 1:**

BGPUP, LLC, a Florida limited liability company

[Signature]
Print Name: Rene Valero

By: [Signature]
Name: Michael Pennell, as Member

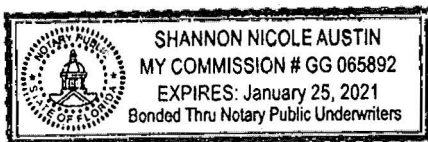
Shannon Austin
Print Name: Shannon Austin

STATE OF Florida)
COUNTY OF Palm Beach) ss:

The foregoing instrument was acknowledged before me this 21st day of December, 2020, by means of ☒ physical presence or ☐ online notarization, by Michael Pennell, as Member of BGPUP, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or produced a valid driver's license as identification.

Shannon Austin
Notary Public
Print name: Shannon Austin

My commission expires:



**AS TO AN UNDIVIDED 32.67% INTEREST
IN PARCEL 1:**

RJP ULTRA ENTERPRISES, LLC, a Florida
limited liability company

[Signature]

Print Name: Pamela Valero

By: *[Signature]*
Name: Michael Pennell, as Authorized Signatory

[Signature]

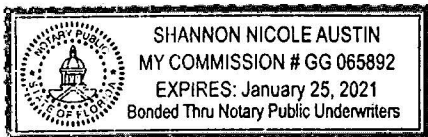
Print Name: Shannon Austin

STATE OF Florida)
COUNTY OF Palm Beach)ss:

The foregoing instrument was acknowledged before me this 21st day of December, 2020, by means of ☒ physical presence or ☐ online notarization, by Michael Pennell, as Authorized Signatory of RJP ULTRA ENTERPRISES, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or produced a valid driver's license as identification.

[Signature]
Notary Public
Print name: Shannon Austin

My commission expires:



**AS TO AN UNDIVIDED 32.66% INTEREST
IN PARCEL 1:**

JLM PROPERTY VENTURES, LLC, a Nevada
limited liability company

David
Print Name: David Valero

By: [Signature]
Name: David Pennell, Manager

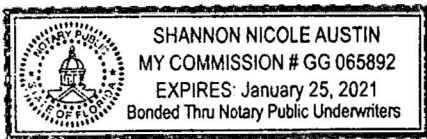
Shannon Austin
Print Name: Shannon Austin

STATE OF Florida)
COUNTY OF Palm Beach)ss:

The foregoing instrument was acknowledged before me this 21st day of December, 2020, by means of ☒ physical presence or ☐ online notarization, by David Pennell, as Manager of JLM PROPERTY VENTURES, LLC, a Nevada limited liability company, on behalf of the limited liability company. He is personally known to me or produced a valid driver's license as identification.

Shannon Austin
Notary Public
Print name: Shannon Austin

My commission expires:



WITNESSES:

[Signature]
Print Name: Rene Viera

Shannon Austin
Print Name: Shannon Austin

STATE OF Florida)
COUNTY OF Palm Beach)ss:

The foregoing instrument was acknowledged before me this 21st day of December, 2020, by means of ☒ physical presence or ☐ online notarization, by Patricia Pennell, as President of Land & Sea Ventures, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or produced a valid driver's license as identification.

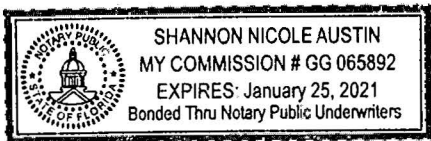
AS TO PARCEL 2:

Land & Sea Ventures, Inc., a Florida corporation

By [Signature]
Name: Patricia Pennell, as President

Shannon Austin
Notary Public
Print name: Shannon Austin

My commission expires:



WITNESSES:

[Signature]
Print Name: Raul Valero

[Signature]
Print Name: Shannon Austin

STATE OF Florida)
COUNTY OF Palm Beach)ss:

The foregoing instrument was acknowledged before me this 21st day of December, 2020, by means of ☒ physical presence or ☐ online notarization, by Patricia Pennell, individually, and as Trustee of the Patricia E. Pennell Trust under Agreement dated December 19, 1997, on behalf of the Trust. She is personally known to me or produced a valid driver's license as identification.

AS TO PARCEL 3:

By: [Signature]
Patricia Pennell, individually and as Trustee
of the Patricia E. Pennell Trust under
Agreement dated December 19, 1997

[Signature]
Notary Public
Print name: Shannon Austin

My commission expires:

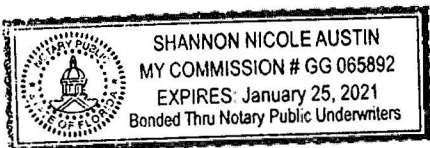


EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2, 3, 4, 5, 7, 8, 9, and 10 of MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, according to the Plat thereof as filed for record in Plat Book 6, Page 9, of the Public Records of Palm Beach County, Florida, and as recorded in Plat Book 1, Page 25 of the Palm Beach County Transcript of the Public Records of Broward County, Florida, together with that part of vacated Cosden Street lying within said lots, all of said lots now lying and being in Broward County, Florida;

AND

Parcels A and B of Pennell Family Plat, according to the Plat thereof recorded in Plat Book 160, Page 23 of the Public Records of Broward County, Florida;

AND

Lot 7, Block 1, of RIVERVIEW TERRACE, according to the Plat thereof recorded in Plat Book 59, Page 34 of the Public Records of Broward County, Florida.

PARCEL 2:

Lots 11 and 12 of MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, according to the Plat thereof as filed for record in Plat Book 6, Page 9, of the Public Records of Palm Beach County, Florida, and as recorded in Plat Book 1, Page 25 of the Palm Beach County Transcript of the Public Records of Broward County, Florida, together with that part of vacated Cosden Street lying within said lots. Said lands now situate, lying and being in Broward County, Florida.

PARCEL 3:

Lot 6 of MAP OF COSDEN & BRACKNELL ADDITION TO DEERFIELD, according to the Plat thereof as filed for record in Plat Book 6, Page 9, of the Public Records of Palm Beach County, Florida, and as recorded in Plat Book 1, Page 25 of the Palm Beach County Transcript of the Public Records of Broward County, Florida, together with that part of vacated Cosden Street lying within Lot 6. Said lands now situate, lying and being in Broward County, Florida.

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by:

Name: Thomas F. Coyle, Jr., Esquire
Greenspoon Marder P.A.
200 East Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

Property Appraisers Parcel I.D. (Folio) Numbers(s):

474331-21-0010. (Parcel 1)

474331-22-0010. (Parcel 2)

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed made the 5th day of January, 2018 by 414 N.E. 1ST. AVE. ASSOCIATES, LLC, a Florida limited liability company, whose post office address is 1013 Hillsboro Mile, Hillsboro Beach, FL 33062, hereinafter called the grantor, to **DEERFIELD DEVELOPMENT RESOURCES, LLC**, a Florida limited liability company, whose post office address is 1769 NE 33rd Street, Pompano Beach, FL 33064, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz:

PARCEL 1:

All of ANTIBES DEVELOPMENT PLAT, according to the Plat thereof, as recorded in Plat Book 150, Page 11, of the Public Records of Broward County, Florida.

PARCEL 2:

All of ANTIBES DEVELOPMENT PLAT II, according to the Plat thereof, as recorded in Plat Book 150, Page 26, of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes and Assessments for 2018 and subsequent years.
2. Laws, zoning laws, regulations or ordinances affecting the subject real property.
3. Conditions, restrictions, limitations and easements of record, if any, without any intent to re-impose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seised of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

414 N.E. 1ST AVE. ASSOCIATES, LLC, a Florida limited
liability company

Helen A Terpylak
Witness Signature
Print Name: Helen A Terpylak
Karen S Schmitt
Witness Signature
Print Name: Karen S Schmitt

By: [Signature]
Tia S. Winfield, Authorized Member

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

I HEREBY CERTIFY, that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Tia S. Winfield as Authorized Member of 414 N.E. 1ST AVE. ASSOCIATES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me to be the officer described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 5TH day of January, 2018.

My Commission Expires:

Helen A Terpylak
Notary Public, State of Florida at Large
Print Name: Helen A Terpylak
HELEN A. TERPYLAK, Notary Public
State of Ohio, Lorain County
My Commission Expires Aug. 24, 2019

PREPARED BY, RECORD

AND RETURN TO:

Thomas F. Coyle, Jr., Esq.

Greenspoon Marder LLP

200 East Broward Blvd., Suite 1800

Ft. Lauderdale, FL 33301

Property Appraiser's No.: Tax Folio No. 474331-05-0090

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made as of this 17th day of December, 2020, between The Glenn A. Williams Family Limited Partnership III, a Wyoming limited partnership (collectively, the "Grantor"), whose address is 905 SE 11th Street, Deerfield Beach, Florida 33441, and Deerfield Development Resources, LLC, a Florida limited liability company (the "Grantee"), whose address: 1769 NE 33rd St., Pompano Beach, FL 33064.

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, that certain real property lying and being in the County of Broward, State of Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property").

SUBJECT TO:

1. Taxes for the year 2020 and subsequent years;
2. Zoning restrictions, prohibitions, limitations and conditions imposed or required by any governmental body, authority or agency, without reimposing same;
3. Conditions, restrictions, easements and limitations of record, without reimposing same; and
4. Any matter created by, through, under or against Grantor named herein.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seised of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

[signatures and acknowledgments on following pages]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

WITNESSES:

THE GLENN A. WILLIAMS FAMILY
LIMITED PARTNERSHIP III, a Wyoming
limited partnership

Brady Abner
Print Name: _____

By: Glenn A. Williams
Glenn A. Williams, as General Partner

Ellen J. Tork
Print Name: ELLEN TORK

STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th day of December, 2020, by means of physical presence, by Glenn A. Williams, as General Partner of THE GLENN A. WILLIAMS FAMILY LIMITED PARTNERSHIP III, a Wyoming limited partnership, on behalf of the partnership. He has produced a valid driver's license as identification.

Cathy Wendling
Notary Public
Print name: Cathy Wendling

My commission expires:

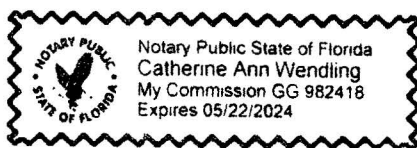


EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Lots 13, 14 and 15, of MAP OF COSDEN AND BRACKNELL ADDITION TO DEERFIELD, according to the Plat thereof as filed for record in Plat Book 6, Page 9, of the Public Records of Palm Beach County, Florida, and as recorded in Plat Book 1, Page 25 of the Palm Beach County Transcript of the Public Records of Broward County, Florida. Said lands now situate, lying and being in Broward County, Florida.



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

None

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

None

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Alex Arostegui, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

3/31/2022
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

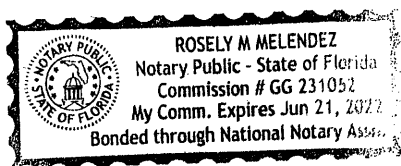
notarization, this 31 day of MARCH, 2022 by

ALEX AROSTEGUI (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: JUNE 21, 2022

Commission No.: GG 231052



[Signature]
(Signature of Notary Public - State of Florida)

ROSELY MELENDEZ
(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

N/A

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

N/A

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Christopher Partridge, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

4/5/2022
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 5 day of April, 2022 by

Christopher Partridge (Affiant), who is personally

known to me or has produced FL DL identification.

My commission expires: Jan 16 2026

Commission No.: HH 216615

[Signature]
(Signature of Notary Public - State of Florida)



Anthony Mojica
Comm.: HH 216615
Expires: Jan 16 2026
(Print Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowingly assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

Bernie Parness	\$500	1-19-2021
Todd Drosky	\$500	12-23-2020
Michael Hudak	\$500	2-5-2019

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

None

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Dennis D. Mele, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Dennis D. Mele

Signature

4-6-2022

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 6th day of April, 2022 by

Dennis D. Mele (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires:

Commission No.:



Kim Nicole Santiago
Comm. # GG938792
Expires: Feb. 23, 2024
Bonded Thru Aaron Notary

Kim Nicole Santiago
(Signature of Notary Public - State of Florida)

Kim Nicole Santiago
(Print, Type, or Stamp Commissioned Name of Notary Public)

**VISTA CLARA APARTMENTS
AGENT CONSENT FORM**

MORGAN PRL DEVELOPMENT, LLC (Applicant) hereby gives CONSENT to:

Steve Graham of Urban Compass, LLC and Dennis Mele, of Greenspoon Marder, LLP

to act on my behalf, to submit or have submitted this application for Major Site Plan Modification (19-PDD-01) as well as the submittal of any other development approval requests to the City of Deerfield Beach, including but not limited to all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above.

The subject property is identified by the Parcel ID's and Addresses attached at Exhibit A.

The undersigned has the authority to sign on behalf of the Applicant:

Signature: _____

Print Name: Alex Arostegui

Title: Vice President

Applicant Name: MORGAN PRL DEVELOPMENT, LLC

SWORN TO AND SUBSCRIBED before me by means of physical presence / online notarization (circle as applicable), this 31 day of MARCH, 2022 by ALEX AROSTEGUI.

He / she is personally known to me or has produced _____ identification.

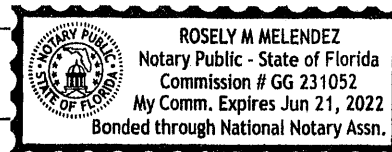
[Signature]
Signature of Notary Public

Notary Stamp

ROSELY MELENDEZ
Print Name

GG 231052
Commission No.:

JUNE 21, 2022
Commission Expires





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

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(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

None

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

None

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

None

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Stephen Graham, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

4/5/2022
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 5 day of April, 2022 by Stephen Graham (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 11/29/24

Commission No.: HH 064882



[Signature]
(Signature of Notary Public - State of Florida)

Paula Miller
(Print, Type, or Stamp Commissioned Name of Notary Public)



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	19-PDD-01 Rev. 1										
Project Name:	Vista Clara Apartments at Deerfield Beach										
Applicant:	Deerfield Development Resources, LLC										
Agent:	Morgan PRL, Development, LLC										
Requested Action/Description:	Revision to a major site plan application seeking approval for a reduction of multi-family dwelling units (apartments) from 326 to 320 and to reduce the overall width of the attached parking garage and associated site improvements.										
Location:	414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue										
Legal Description:	To be determined based on DRC comments.										
Size:	+/- 8.37 acres (gross)										
Existing Zoning:	PDD (Planned Development District)										
Proposed Zoning:	PDD (Planned Development District) p										
Existing Land Use:	Residential Irregular (39 du / ac)										
Future Land Use Plan Designation:	Residential Irregular (39 du / ac)										
Surrounding Land Use and Zoning:											
	<table><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr><tr><td>North: Single Family Residential</td><td>RS-5 (Residence, Single Family)</td></tr><tr><td>East: Waterbody</td><td>N/A</td></tr><tr><td>South: Warehouse / Storage</td><td>B-3 (Business, General)</td></tr><tr><td>West: Multi-Family Residential, Duplex, Single Family Residential, Vacant</td><td>RS-5 (Residence, Single Family)</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Single Family Residential	RS-5 (Residence, Single Family)	East: Waterbody	N/A	South: Warehouse / Storage	B-3 (Business, General)	West: Multi-Family Residential, Duplex, Single Family Residential, Vacant	RS-5 (Residence, Single Family)
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Single Family Residential	RS-5 (Residence, Single Family)										
East: Waterbody	N/A										
South: Warehouse / Storage	B-3 (Business, General)										
West: Multi-Family Residential, Duplex, Single Family Residential, Vacant	RS-5 (Residence, Single Family)										
Applicable Regulations:	City of Deerfield Beach Land Development Code as well as Approved Development Agreement										

Department Comments & Requirements

REQUEST:

The Applicant is requesting approval for a revision to the major site plan application to reduce the number of multi-family dwelling units from 326 to 320 and to reduce the overall width of the parking garage as well as minor on site improvements to interior layout, landscaping and resident amenities. The applicant is not proposing to amend any previously approved on and off-site improvements including the temporary residential boat slips), a publicly accessible boardwalk, as well as sidewalk, roadway and drainage upgrades.

The subject properties are located along the Hillsboro Canal within the Pioneer Grove Special Architectural District. Pioneer Grove Design Standards have been incorporated into the proposed architectural design of the building and within landscape and open spaces throughout the site. All revisions to the site plan, still meet the design guidelines of Pioneer Grove.

BACKGROUND:

On August 4, 2020 the City Commission approved the following:

- Resolutions 2020/93, 2020/94 2020/95 for Plat Applications
- Resolution 2020/96 Major Site Plan Application
- Resolution 2020/97 Utility Easement Abandonments
- Ordinance 2020/015 Rezoning

The applicant is only requesting to amend the Major Site Plan Application and is not amending or proposing to change any aspects of the previously approved plat, rezoning approvals or development agreement.

No new traffic impact analysis was submitted for the revision as the project is reducing the total number of multi-family dwelling units.

The Community Appearance Board approved the revision application unanimously on April 12, 2023.

The Planning & Zoning Board approved the revision application unanimously on May 4, 2023.

SUMMARY & REQUIREMENTS

Staff's review of application 19-PDD-01 Rev. 1 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code and the approved Development Agreement.



DRAWING INDEX - SITE PLAN/APPROPRIAL PACKAGE	
NO	DRAWING NAME
A-000	GENERAL SITE PLAN - SHEET 0001A
A-001	PROPOSED SITE PLAN
A-002	PROPOSED SITE PLAN
A-003	PROPOSED SITE PLAN
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PROJECT TEAM

OWNERS:

Morgan Group
2750 NW 38th Avenue, Suite 2
Miami, FL 33127

Deerfield Development Resources
1769 33rd Street
Ft. Lauderdale Beach, FL 33304

Contact:
Alex Amtegul
email-AlexA@mcgargroup.com

CIVIL ENGINEER:

Kathryn Wilson

1615 South Congress Avenue, Suite 201
Dorsey Beach, FL 33445

Contact:
Josh Haring
tel: (954) 551-6827
email: josh.haring@ktriley.com

LANDSCAPE ARCHITECT:

CSLA Design, Inc.

17670 NW 28th Ave., Suite 214
Miami, FL 33185

Contact:
Ken Gardner
Tel: (305) 569-2239
Email: ken@galaxdesign.com

ARCHITECT:

Don't

One Biscayne Tower Suite 1670
23 Biscayne Boulevard
Miami, FL 33131

Contact:
Erika Freix-Santamaria
Tel: (305) 873-3255
Email: Erika.Freix-Santamaria@fontec.com

STRUCTURAL ENGINEER:

Bliss & Nyberg, Inc.

380 Village Blvd. #310
West Palm Beach, FL 33409

Contact:
Scott Stanford
tel: (541) 385-3866
email: s-stanford@bn-engineers.com

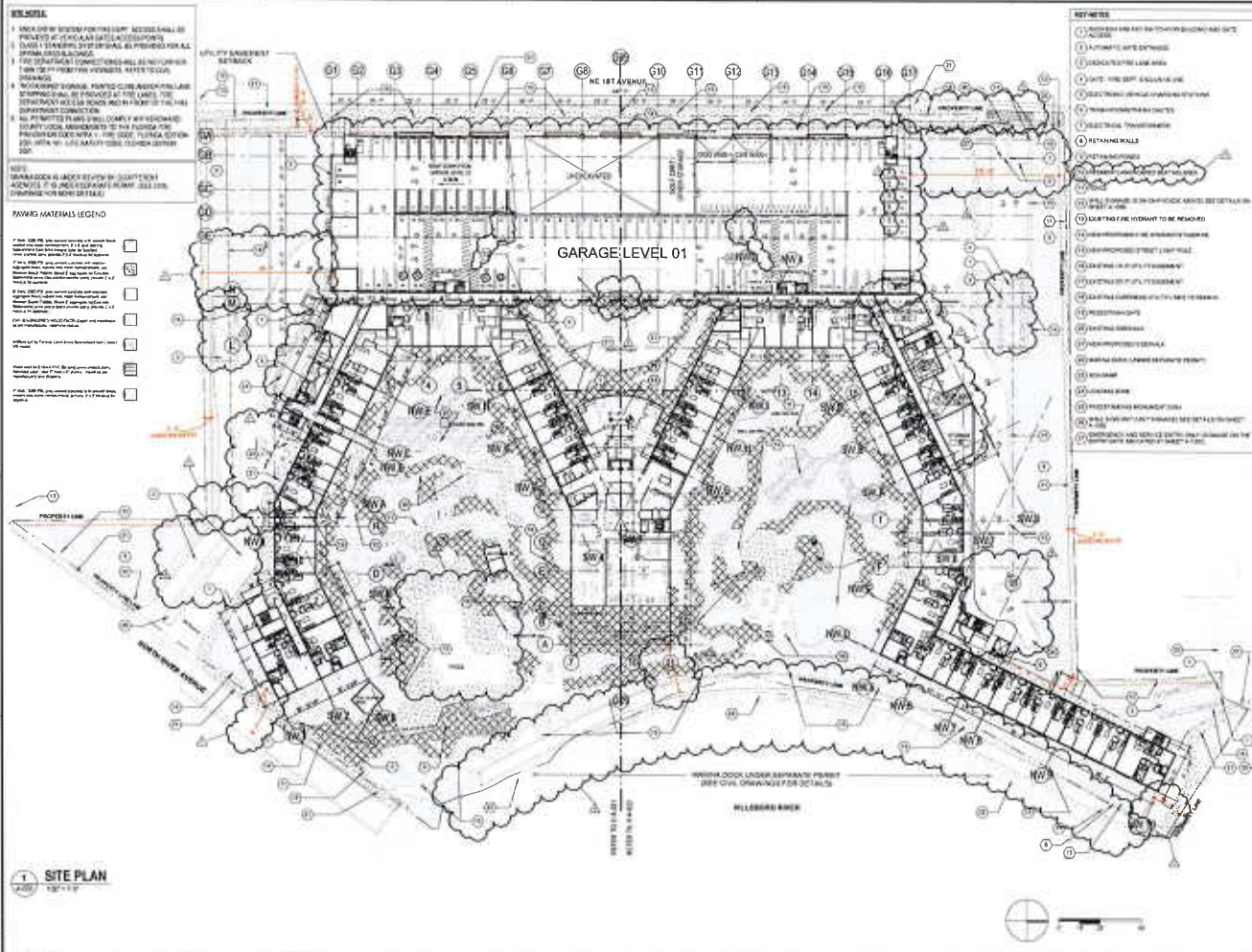
MEP/FP ENGINEER:

Static

One Biscayne Tower Suite 1670
25 Biscayne Boulevard
Miami, FL 33131

Contact
Roman Reyes
tel: (305) 482-8795
mail: Roman.Reyes@usf.edu

DRC RESUBMISSION
08.01.2022
APPLICATION NO. 19-PDD-01 / RESOLUTION NO. 2020/058
STANTEC PROJECT # : 219420857



Stantec

10000 North Central Expressway
Suite 200
Dallas, Texas 75243
Tel: 214.460.8000
Fax: 214.460.8001

PROJECT INFORMATION

Project Name: VISTA CLARA APARTMENTS
Project Location: 11111 WILSON ROAD, DALLAS, TEXAS 75243
Project Number: 11111-001
Project Date: 08/01/22

DESIGNER'S SEAL

Professional Engineer
State of Texas
No. 12345
Exp. 12/31/23

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/01/22

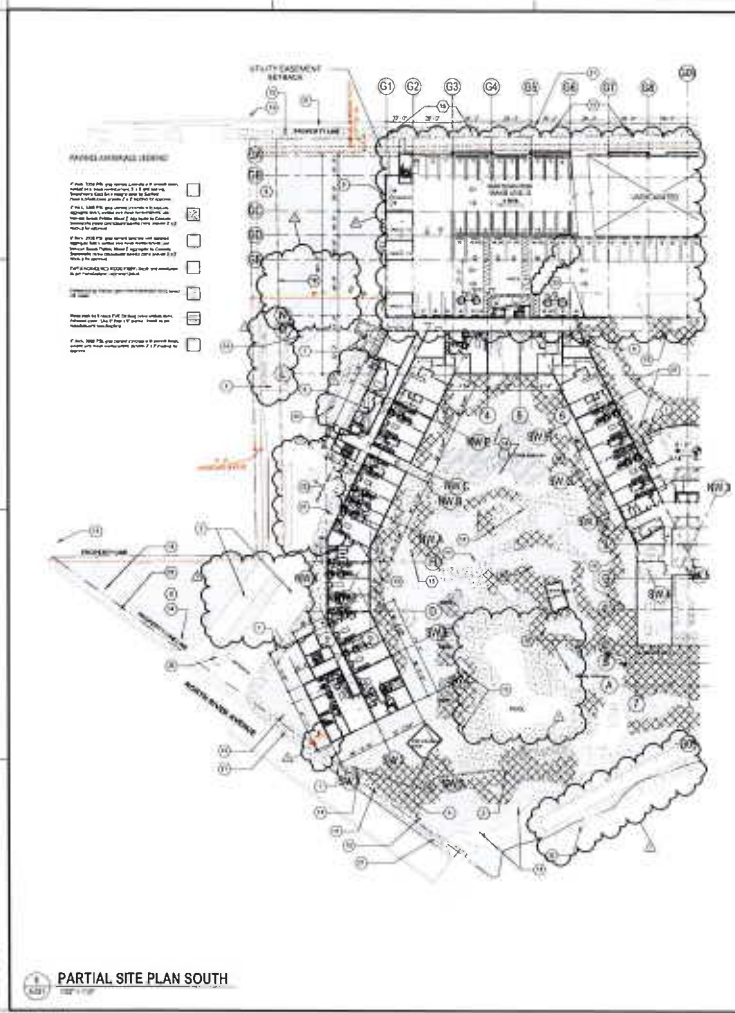
DRG SUBMITTAL
08/01/22

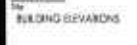
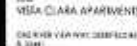
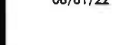
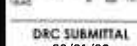
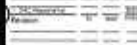
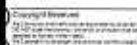
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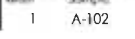
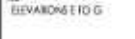
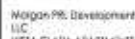
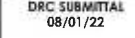
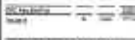
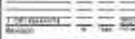
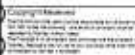
Project Name: VISTA CLARA APARTMENTS
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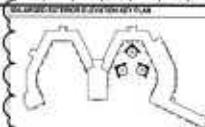
Overall Site Plan

Project No. 11111-001
Scale: As Shown
Revision: 1
Drawing No. A-020

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- NOTES**
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DRC SUBMITTAL
08/01/22

Morgan PRS Development
LLC
VISTA CLARA APARTMENTS
ONE KING KENWAY CORRIDOR, WICHITA, KS 67201
ELEVATIONS K TO M

Project No: 21425017
Scale: As Indicated
Revision: 01/01/22

1 A-104



ELEVATION K
18' x 116'



ELEVATION L
18' x 116'



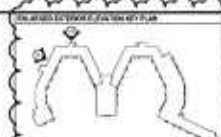
ELEVATION M
18' x 116'



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ELEVATIONS IN °F

Project Name 211420017	Team Aspirational
Version 1	Drawing No A-105



- KEY NOTES**
1. DARK BRONZE METAL FINISH - SEE SPEC.
 2. EXTERIOR GLASS FINISH - SEE SPEC.
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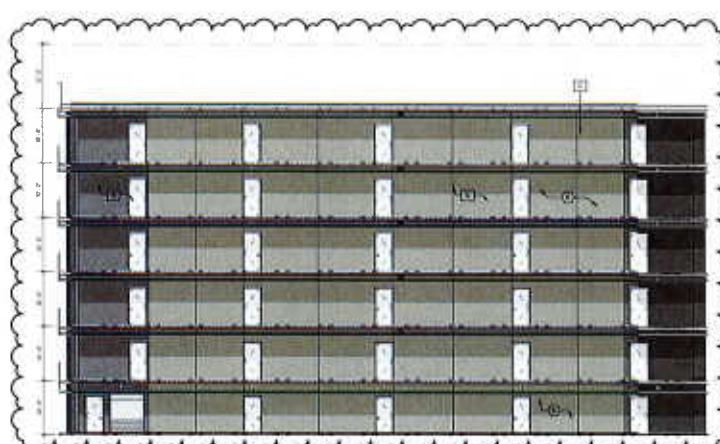


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DRC SUBMITTAL
08/01/22

Morgan Hill Development
LLC
VISTA CLARA APARTMENTS
ONE VISTA CLARA APARTMENTS
1000 15th Street, Suite 1000
Denver, CO 80202
ELEVATION X TO 9

Project No: 1000
Scale: 1/8" = 1'-0"
Revision: 1
Drawing No: A-109



ELEVATION X
1000 15th Street



ELEVATION Y
1000 15th Street



DATE	BY	CHKD	APPD

DATE	BY	CHKD	APPD

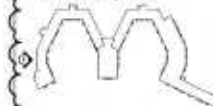
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DRC SUBMITTAL
08/01/22

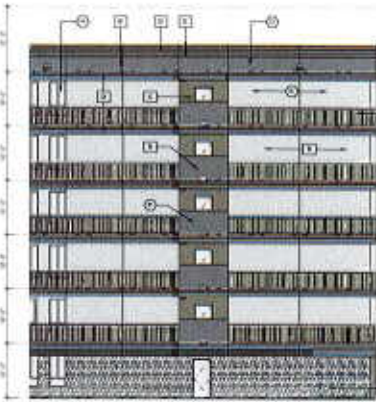
Morgan PM Development,
LLC
VISTA CLARK APARTMENTS
One and one-half South Main Street
St. Louis, MO 63102
The
ELEVATION 2 SO AA

Project No.	Scale
1442901	As Noted
Revision	Description
1	A-110

PLATE 101-01 DOWN CLAIRVIEW WEST PLAN



- LEGEND
- A. ADJACENT WALL STACK, DISCREET
 - B. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED
 - C. EXTERIOR PLANT FASHION BUILDING MOORE
GALVESTON GRAY AC. FINISHED
 - D. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED
 - E. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED
 - F. EXTERIOR PLANT FASHION BUILDING MOORE
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 - G. EXTERIOR PLANT FASHION BUILDING MOORE
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 - H. EXTERIOR PLANT FASHION BUILDING MOORE
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 - I. EXTERIOR PLANT FASHION BUILDING MOORE
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 - J. EXTERIOR PLANT FASHION BUILDING MOORE
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 - K. EXTERIOR PLANT FASHION BUILDING MOORE
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 - L. EXTERIOR PLANT FASHION BUILDING MOORE
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 - N. EXTERIOR PLANT FASHION BUILDING MOORE
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 - R. EXTERIOR PLANT FASHION BUILDING MOORE
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 - S. EXTERIOR PLANT FASHION BUILDING MOORE
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 - T. EXTERIOR PLANT FASHION BUILDING MOORE
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 - U. EXTERIOR PLANT FASHION BUILDING MOORE
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 - V. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED
 - W. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED
 - X. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED
 - Y. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED
 - Z. EXTERIOR PLANT FASHION BUILDING MOORE
CONCRETE FLOOR AC. FINISHED



ELEVATION 2
1/4" = 1'-0"



- [illegible]



DRC SUBMITTAL
08/01/22

Morgan Pro. Development,
LLC
VISTA CLARA APARTMENTS
ONE RIVERVIEW WAY, DORFELD BLVD.
D. 33441
To
GARAGE ELEVATIONS

Project No.	3-000
37422821	37422821
Revision	1
	A-111





BUILDING MAIN ENTRANCE



PARKING GARAGE ON NE 1ST AVENUE



Stantec
10000 North Central Expressway
Suite 1000
Dallas, Texas 75243-1000
Phone: 214.460.8000
Fax: 214.460.8001
www.stantec.com

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FOR THE BOARD OF COUNTY COMMISSIONERS



1. PROJECT	2. DATE
3. LOCATION	4. SCALE
5. DRAWN BY	6. CHECKED BY
7. APPROVED BY	8. DATE

DRC SUBMITTAL
08/01/22

Morgan Hill Development
1100
VISTA CLARA APARTMENTS
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1100 VISTA CLARA APARTMENTS

Project No.	Scale
2. PROJECT	3. SCALE
4. DATE	5. DATE

1 A-113



MARINA / RIVER VIEW



COURTYARD VIEW



STANTEC
1000 North Main Street
Suite 1000
Tampa, FL 33602
Tel: 813.251.1000
Fax: 813.251.1001

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Professional Architectural Services, Inc.



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DRC SUBMITTAL
08/01/22

Argon P&I Development, LLC
YVES CLARA APARTMENTS
ONE EYE VIEW AVENUE SOUTH
TAMPA, FL 33606
TEL: 813.251.1000

Project No: 21440001
Scale: AS SHOWN
Drawing No: A-114

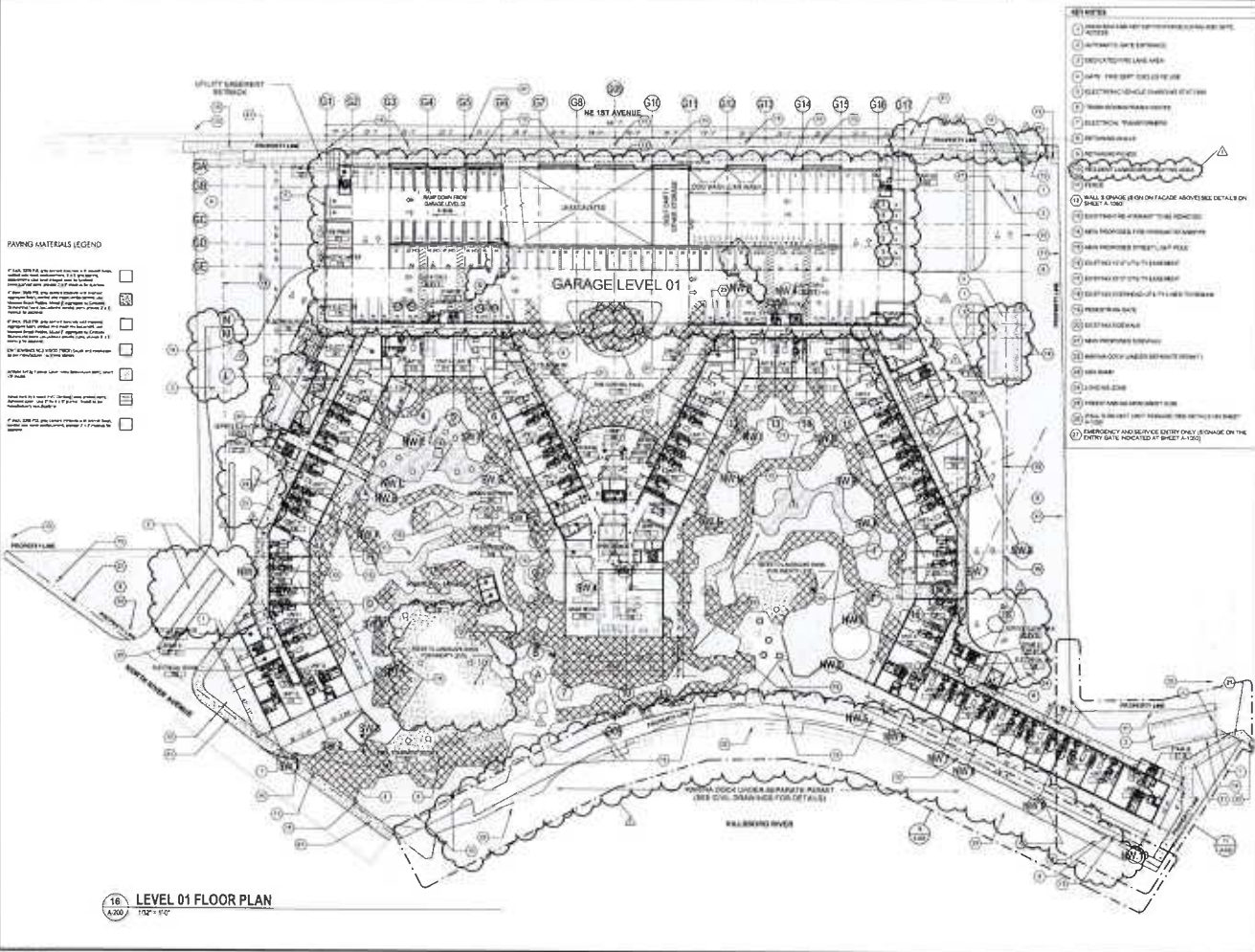


DATE	BY	REVISION
08/01/22	J. MCKENZIE	REVISED FOR SUBMITTAL
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DRC SUBMITTAL
08/01/22

Morgan P&L Development
LLC
VISTA CLARA APARTMENTS
400 NORTH AVENUE, DEERFIELD, IL
60015
Site
GROUND FLOOR PLAN

Project No: 1700001
Scale: As indicated
Revision: Showing No.
A-200





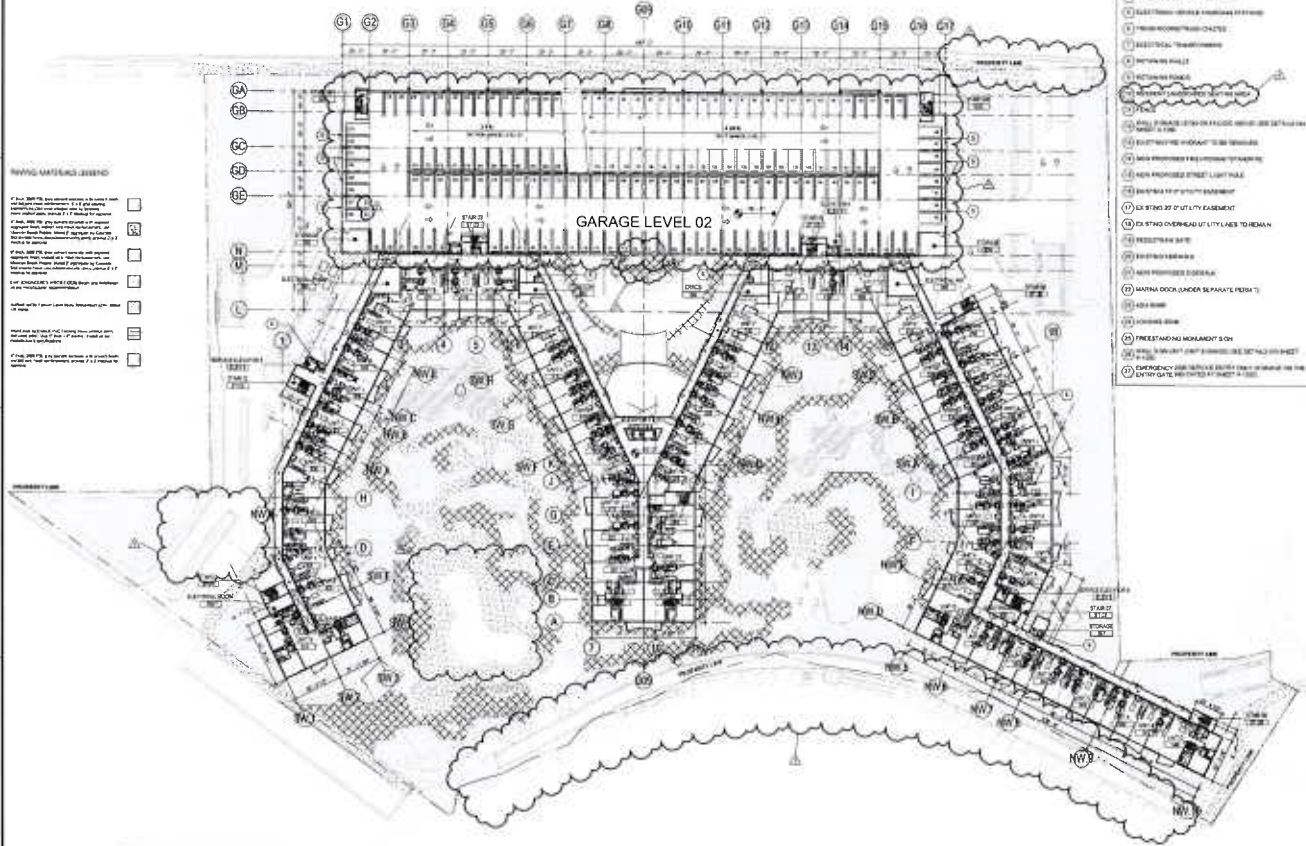
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D/C SUBMITTAL
08/01/22

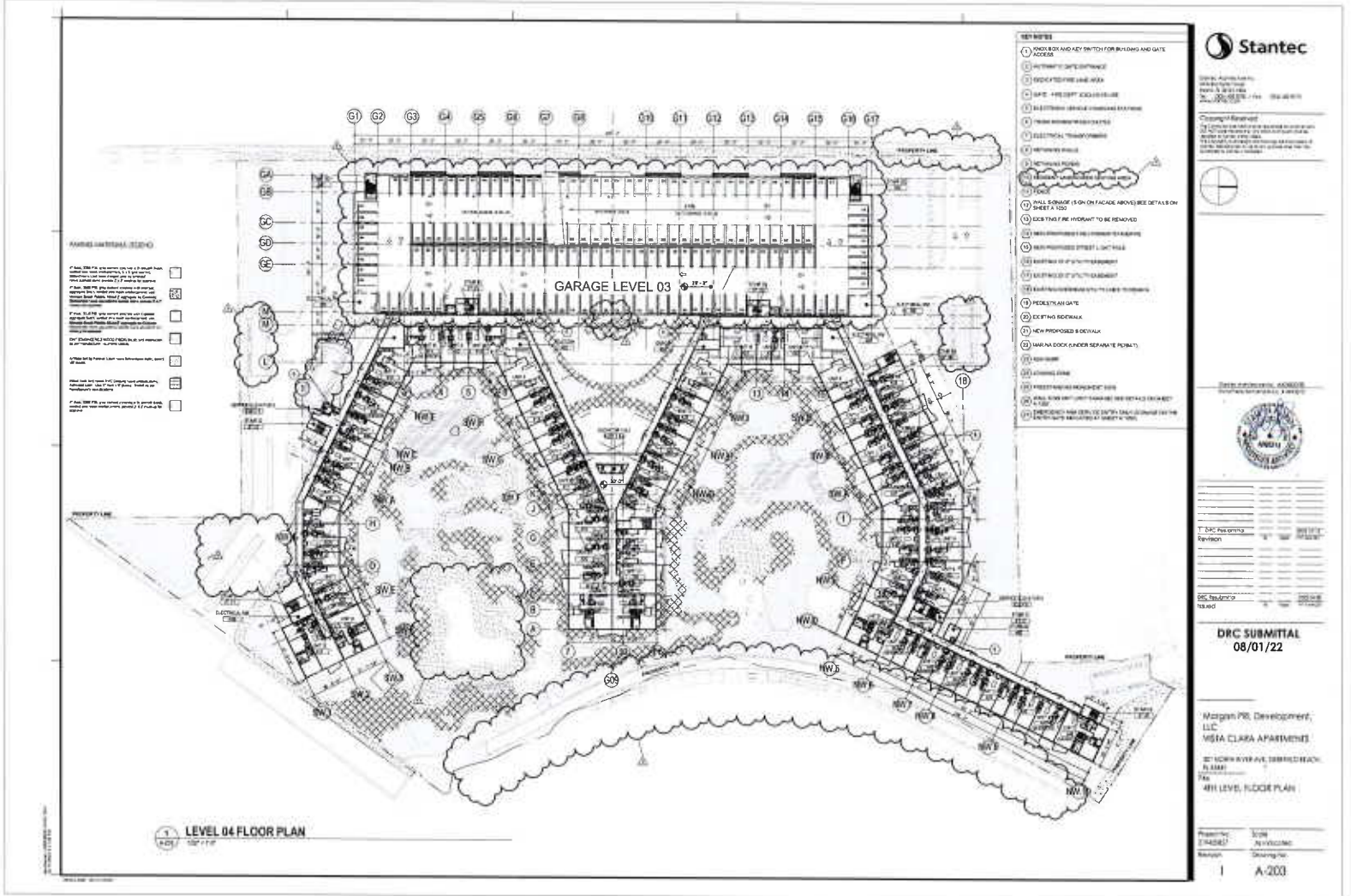
Morgan PEI Development, LLC
VISA CLARK APARTMENTS
40 NORTH RIVER AVE. DEERFIELD BEACH, FL 33441
THE
3RD LEVEL FLOOR PLAN

Project No.	Scale
11100000	As Shown
Revision	Description
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- NOTES**
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LEVEL 03 FLOOR PLAN





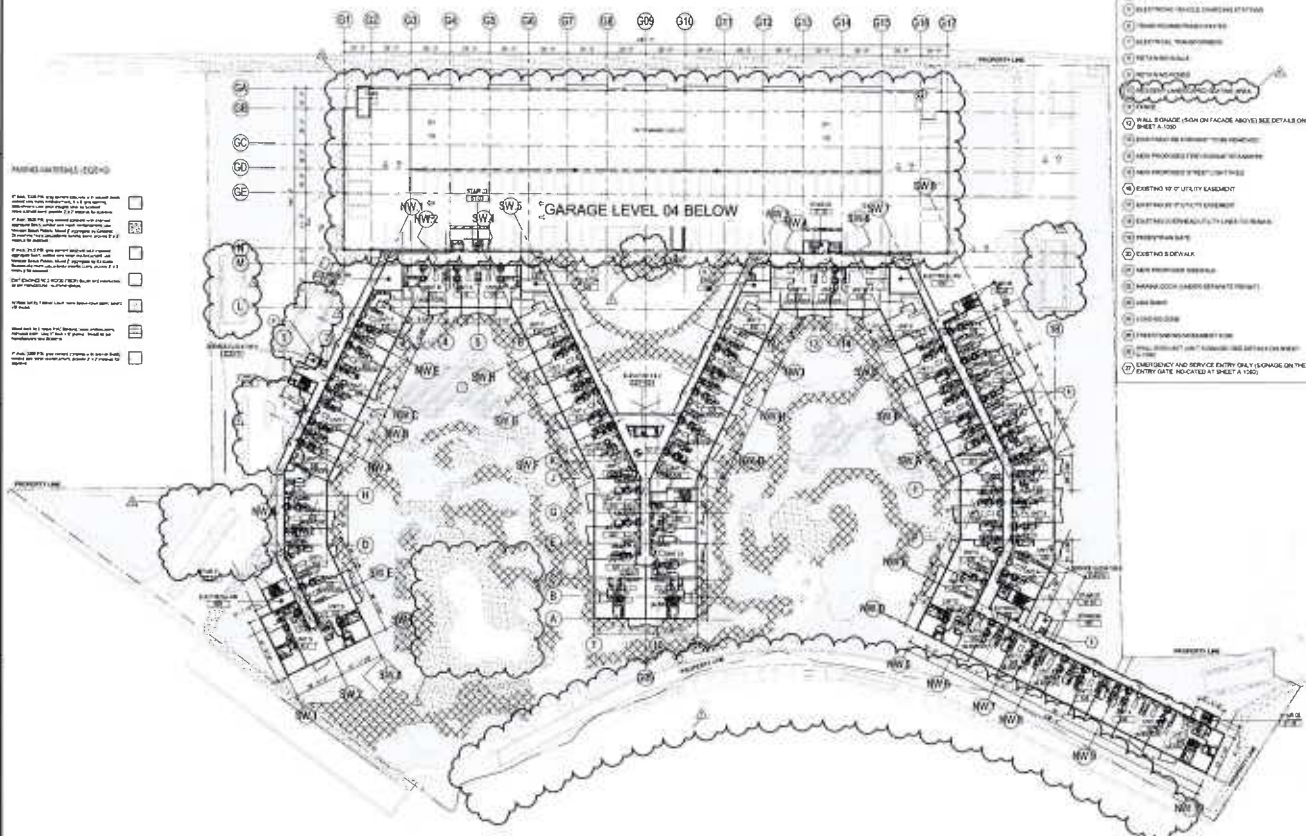
DATE	BY	REVISION
08/01/22	1	Initial Design
	2	Final Design
	3	Construction

DRC SUBMITTAL
08/01/22

Morgan PE Development,
LLC
VISTA CLARA APARTMENTS
4610 SOUTH KIRK AVE. DENVER, CO 80231
8TH LEVEL FLOOR PLAN

Project No.	20200001	Scale	As indicated
Revision		Drawing No.	A-205

- NOTES**
1. ROOM BOX AND KEY BATCH FOR BUILDING AND GATE ADJACENT
 2. ALL ROOMS SHALL BE FINISHED TO THE FINISH LINE
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 99. ALL ROOMS SHALL BE FINISHED TO THE FINISH LINE
 100. ALL ROOMS SHALL BE FINISHED TO THE FINISH LINE



1
A-205
LEVEL 06 FLOOR PLAN
1/2" = 1'-0"





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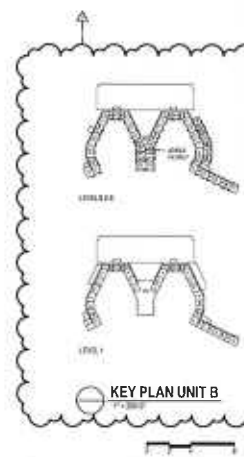
Choosing a First Step

[illegible]

DRC SUBMITTAL
08/01/22

Morgan Real Development,
LLC
WILDA CLARK APARTMENTS
OCEANVIEW AVE. OCEAN BEACH
CA 92088
Tel: _____
ENLARGED UNIT 3 PLANS

Project No. 2149002	Scale As indicated
Revision 1	Drawing No. A-302

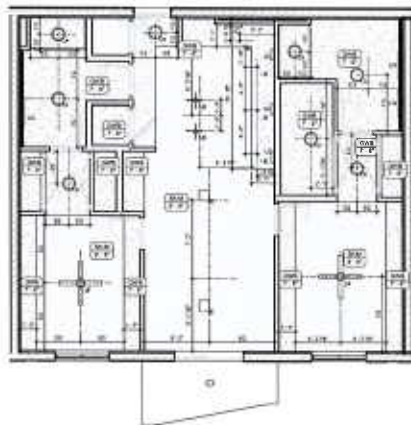




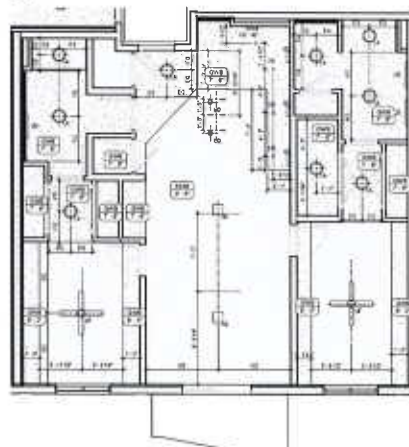
1 UNIT TYPE C
1/4" = 1'-0"



2 UNIT TYPE C1
1/4" = 1'-0"

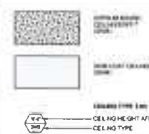


4 UNIT TYPE C - RCP
1/4" = 1'-0"



3 UNIT TYPE C1 - RCP
1/4" = 1'-0"

LEGEND



STANTEC ARCHITECTURAL
10000 130th Avenue, Suite 100
P.O. Box 10000, Edina, MN 55425

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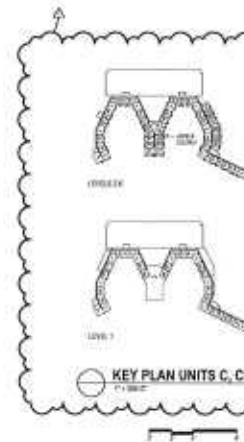


NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	08/01/22	DAVID J. ANDERSON	

DRC SUBMITTAL
08/01/22

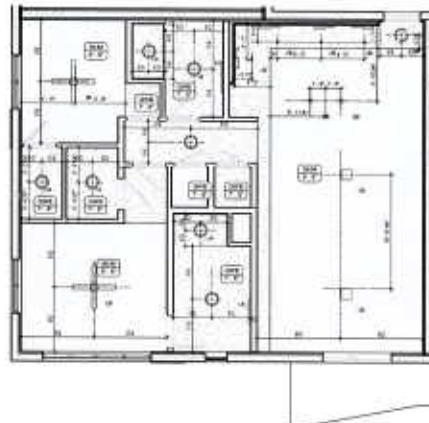
Morgan PR Development, LLC
VITA CLARA APARTMENTS
ONE RIVERVIEW WAY, SUITE 200
MINNETONKA, MN 55345

Project No. 17042657
Scale As Shown
Revision 1
A-303





1 UNIT TYPE D
10' x 12'



2 UNIT TYPE D - RCP
10' x 12'

LEGEND



Stantec Architecture Inc.
1000 Lakeshore Blvd. West
Suite 1000
Vancouver, BC V6P 3E9
Tel: 604.681.1111
Fax: 604.681.1112

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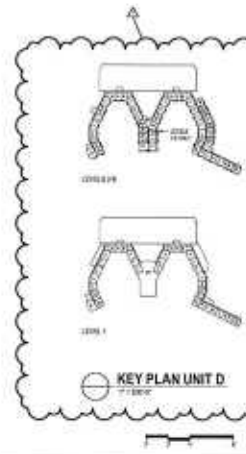


NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMIT	06/01/22	JPM	DSM
2	FOR SUBMITTAL	06/01/22	JPM	DSM

FOR SUBMITTAL
06/01/22

Morgan PEI Development
LLC
VILLA CLARA APARTMENTS
ONE KING VIEW WEST CORRIDOR (SEE PLAN)
FOR
ENLARGED UNIT D PLANS

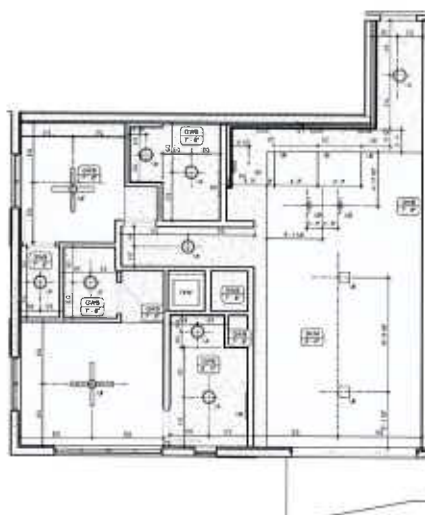
Project No. 21-04507
Scale: As Shown
Revision: Drawing No. A-304



KEY PLAN UNIT D
1" = 30'



UNIT TYPE D1
14' x 13'



UNIT TYPE D1 - RCP
14' x 13'

LEGEND



Stantec
1000 West 10th Street
Suite 1000
Portland, OR 97204
503.464.1000

1. Drawing is for information only.
2. Drawing is not to be used for construction.
3. Drawing is not to be used for construction.
4. Drawing is not to be used for construction.
5. Drawing is not to be used for construction.

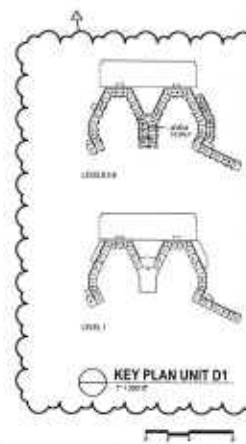


NO.	REVISION	DATE	BY	CHKD
1	ISSUED FOR PERMIT	08/01/22	MM	MM

DRG SUBMITTAL
08/01/22

Morgan PE Development, LLC
VISA CLARA APARTMENTS
COURTESY VORHAY DESIGN REACH, LLC
ENLARGED UNIT D1 PLANS

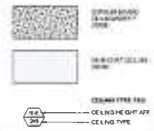
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Title: VORHAY DESIGN REACH
Author: Morgan PE Development, LLC
1 A-304.1



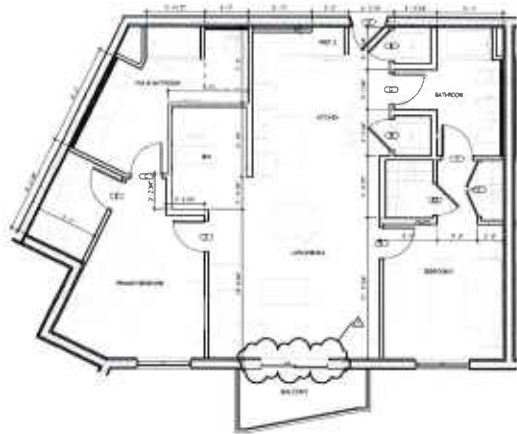
KEY PLAN UNIT D1
1" = 100' 0"

1 A-304.1

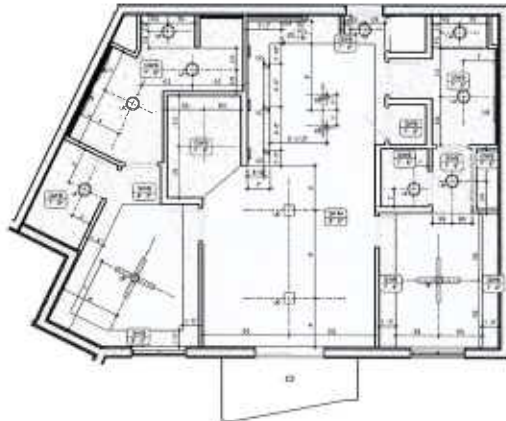
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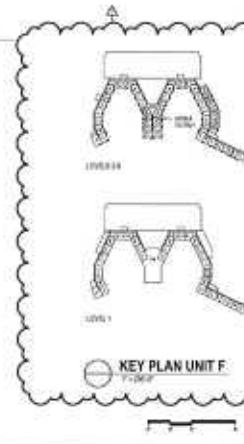
1. All dimensions are in feet and inches.
 2. All dimensions are to the center of the wall unless otherwise noted.
 3. All dimensions are to the center of the door unless otherwise noted.
 4. All dimensions are to the center of the window unless otherwise noted.
 5. All dimensions are to the center of the unit unless otherwise noted.
 6. All dimensions are to the center of the unit unless otherwise noted.
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 10. All dimensions are to the center of the unit unless otherwise noted.



1 UNIT TYPE F
14'-1 1/2" x 14'-1 1/2"



2 UNIT TYPE F - RCP
14'-1 1/2" x 14'-1 1/2"

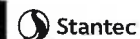
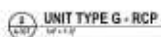


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DRC SUBMITTAL
08/01/22

Morgan P&L Development
 LLC
 VIDA CLARA APARTMENTS
 ONE BOX VIEW WAY, JEFFERSON
 ALABAMA
 ENLARGED UNIT PLANS

Project No.	Scale
21-000001	As Indicated
Revision	Drawing No.
1	A-306



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Cooperating in litigation

14. Cooperating witnesses should be identified and interviewed by the FBI and the attorney. The attorney should not be present in the interview.

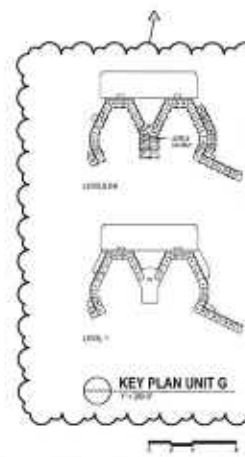
15. If a cooperating witness has provided false testimony, the attorney should advise the FBI.

[illegible]

DRC SUBMITTAL
08/01/22

Argon PR Development,
LLC
VISTA CLARA APARTMENTS
ONE EIGHT ZERO AAC DEERBOLT ROAD
ALBANY
204
ENLARGED UNIT G PLANS

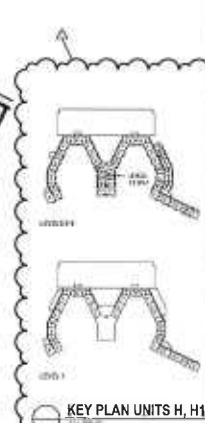
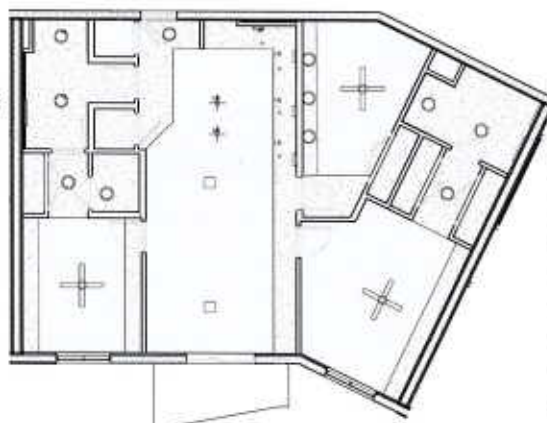
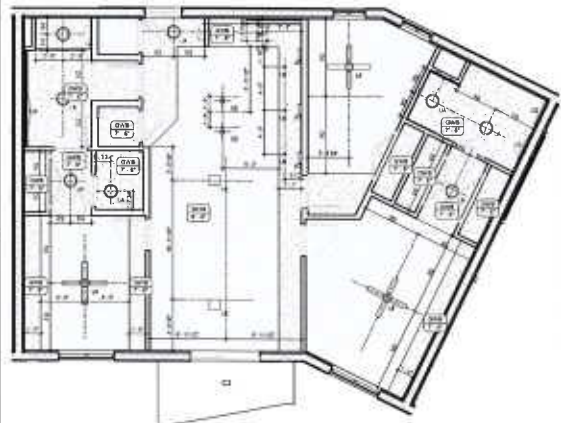
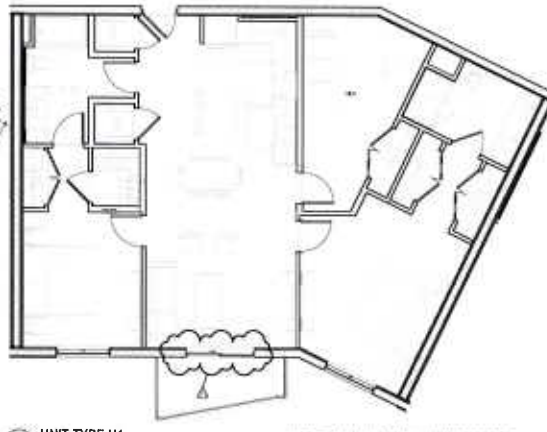
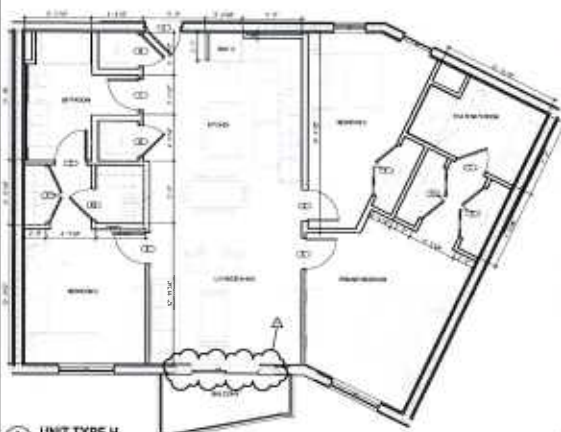
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Revision	Drawing No.
1	A-307



LEGEND



NOTES: ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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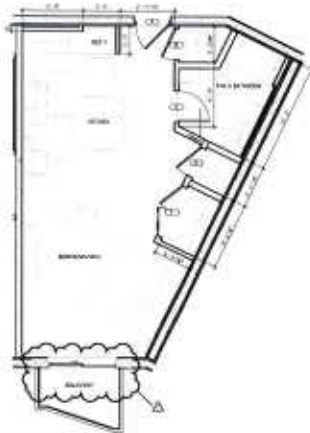
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08/01/22

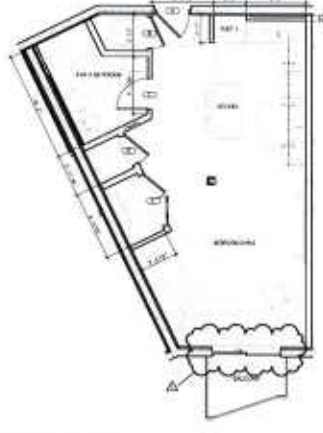
Mingon P.E. Development
LLC
VISTA CLARA APARTMENTS
640 KIRK VILLAGE DRIVE, SUITE 100
MILWAUKEE, WI 53214
ENLARGED UNIT H & H1 PLANS

Prepared by: STANLEY
Checked by: ASHLEY
Scale: AS SHOWN
Sheet: A-308

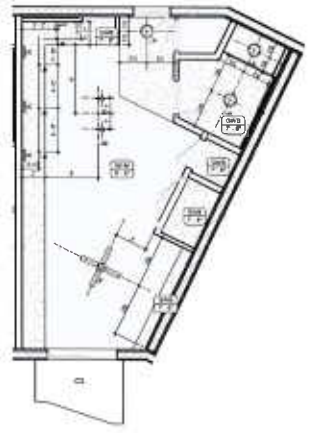
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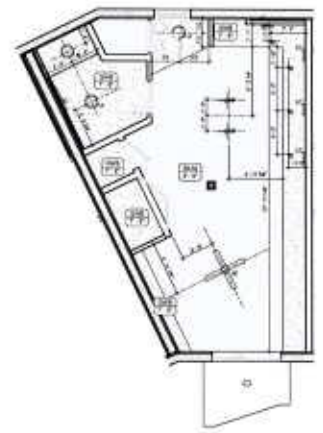
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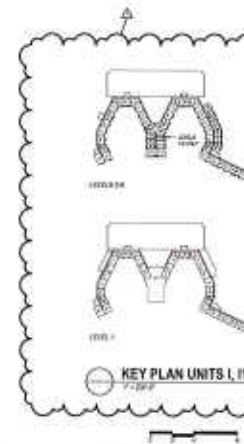
UNIT TYPE II
10'-0" x 11'-0"



UNIT TYPE I - RCP
10'-0" x 11'-0"



UNIT TYPE II - RCP
10'-0" x 11'-0"



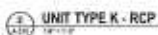
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7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

DRC SUBMITTAL
08/01/22

Morgan PRL Development
LLC
VERA CLARA APARTMENTS
ONE EIGHT ZERO WEST SEVENTH AVENUE
SUITE 1000
DALLAS, TEXAS 75201
ENLARGED UNIT I & II PLANS

Project No. 22-000000
Scale: AS SHOWN
Revision No. 1
A-309






 DITHIONITE-INDUCED
 CELL DEATH
 (100%)


 NO DITHIONITE
 (0%)


 CELL TYPE TWO
 CELL NO. 40-41 AT
 CELL NO. 100



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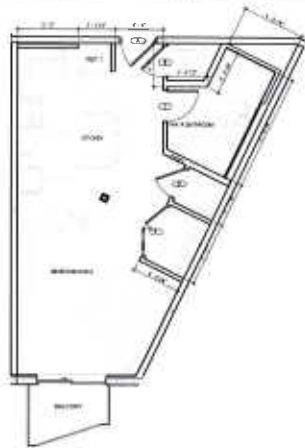


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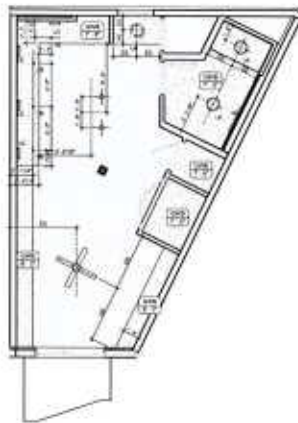
DRC SUBMITTAL
08/01/22

MEADOWS PRL Development,
LLC
VISTA CLARA APARTMENTS
ONE HIGH FIVE WAY, DORSETT BEACH
FL 33440
561
ENLARGED UNIT K PLANS

PROJECT NO.	3028
27422887	Not included
Revision	Drawing No.
1	A-310



1 UNIT TYPE L
12'-11.0"



2 UNIT TYPE L-RCP
12'-11.0"

LEGEND

STAIRS AND ELEVATOR
TO BALCONY
FLOOR

STAIRS AND ELEVATOR
TO BALCONY
FLOOR

STAIRS AND ELEVATOR
TO BALCONY
FLOOR



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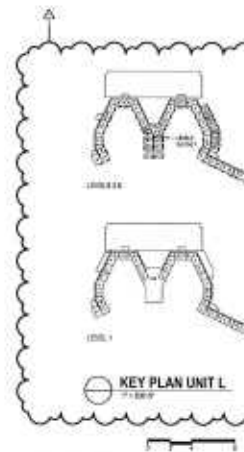


NO.	REVISION	DATE	BY	CHKD.
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2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
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10	REVISION			

DRC SUBMITTAL
08/01/22

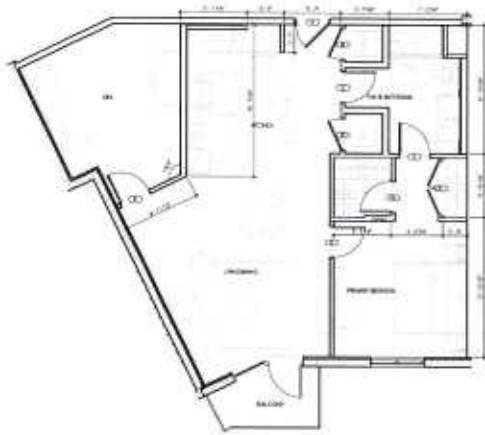
Morgan PM Development
LLC
10111 CLARA APARTMENTS
10111 111th Street, Suite 100
Seattle, WA 98148
Tel: 206.465.1111 Fax: 206.465.1112

Project No. 10111
Drawing No. A-311

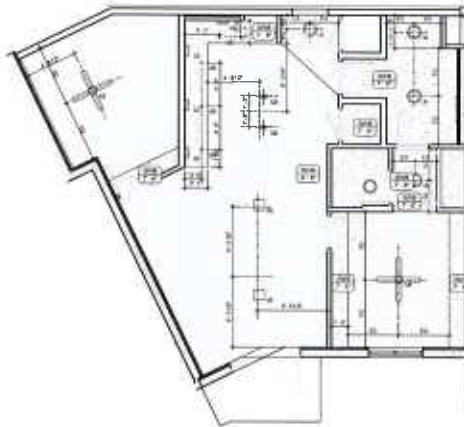


KEY PLAN UNIT L
12'-11.0"

1 A-311



1 UNIT TYPE M
14'-11 1/2" x 17'-0"



2 UNIT TYPE M - RCP
14'-11 1/2" x 17'-0"

LEGEND



Stantec
10000 North Central Expressway
Suite 1000 Dallas, TX 75243-1000
Phone: 972.960.8000 Fax: 972.960.8001
www.stantec.com

Design/Construct Agreement
This Agreement is made between Stantec and Morgan Pro Development, LLC for the design and construction of the Vista Clara Apartments. The project is located at 10000 North Central Expressway, Suite 1000, Dallas, TX 75243-1000. The project is to be completed by 08/01/22.

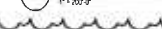


NO.	REVISION	DATE	BY	CHKD	APPD
1	ISSUED FOR PERMIT	08/01/22	DAVID A. SMITH		

DRC SUBMITTAL
08/01/22

Morgan Pro Development, LLC
VISTA CLARA APARTMENTS
ONE ONE ONE NORTH CENTRAL EXPRESSWAY
DALLAS, TEXAS 75243-1000
FOR ENLARGED UNIT M PLANS

KEY PLAN UNIT M
1" = 200'



Project No. 123456789
Scale: AS SHOWN
Revision: 1
Date: 08/01/22

1 A-311.1



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Morgan, P.E. Development,
LLC
VEJA CLARA APARTMENTS
One River View Way, Deerfield Beach,
FL 33441
Date: ENLARGED UNIT PLANS



Project # 10-1000
Title A-311.2
Author



Example 1 Suppose that the following identity is satisfied:

ANNUAL REPORT FOR 2019																					
2019-2020	63,432 NSF	7,662 NSF	7,746 NSF	23,415 NSF	21,426 NSF	4,886 NSF	22,128 NSF	9,894 NSF	31,301 NSF	9,563 NSF	9,816 NSF	7,081 NSF	3,789 NSF	3,818 NSF	9,483 NSF	2,642 NSF	3,874 NSF	5,844 NSF	3,012 NSF	3,587 NSF	3,319 NSF
2018-2019	779 NSF	843 NSF	775 NSF	976 NSF	7,173 NSF	1,477 NSF	1,229 NSF	1,243 NSF	1,304 NSF	1,398 NSF	1,417 NSF	1,418 NSF	818 NSF	686 NSF	631 NSF	643 NSF	813 NSF	584 NSF	602 NSF	1,181 NSF	820 NSF

UNIT SUMMARY					
UNIT TYPE	UNITS	UNIT PRICE	UNIT COST	UNIT REVENUE	UNIT MARGIN
STANDARD	50	100	20.00	5,000	4,800
1.00 = 100%	50	100	20.00	5,000	4,800
2.00 = 200%	50	200	40.00	10,000	9,600
3.00 = 300%	50	300	60.00	15,000	14,400
4.00 = 400%	50	400	80.00	20,000	19,200
5.00 = 500%	50	500	100.00	25,000	24,000
TOTAL	250	1,000	200.00	50,000	48,000



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2075	2075	2076	2077

1. 2007 September	76	100	100
2. 2008	76	100	100

[illegible]

DRG SUBMITTAL
08/01/22

Moogon PRL Development,
LLC
VISTA CLAW APARTMENTS
401 NORTH RIVER AVE., DEPTFORD NEW
JY 07001
The
LEWIS MATRIX

Project No:	1000
Project Name:	1000

Reactor	Design No.
1	A-401

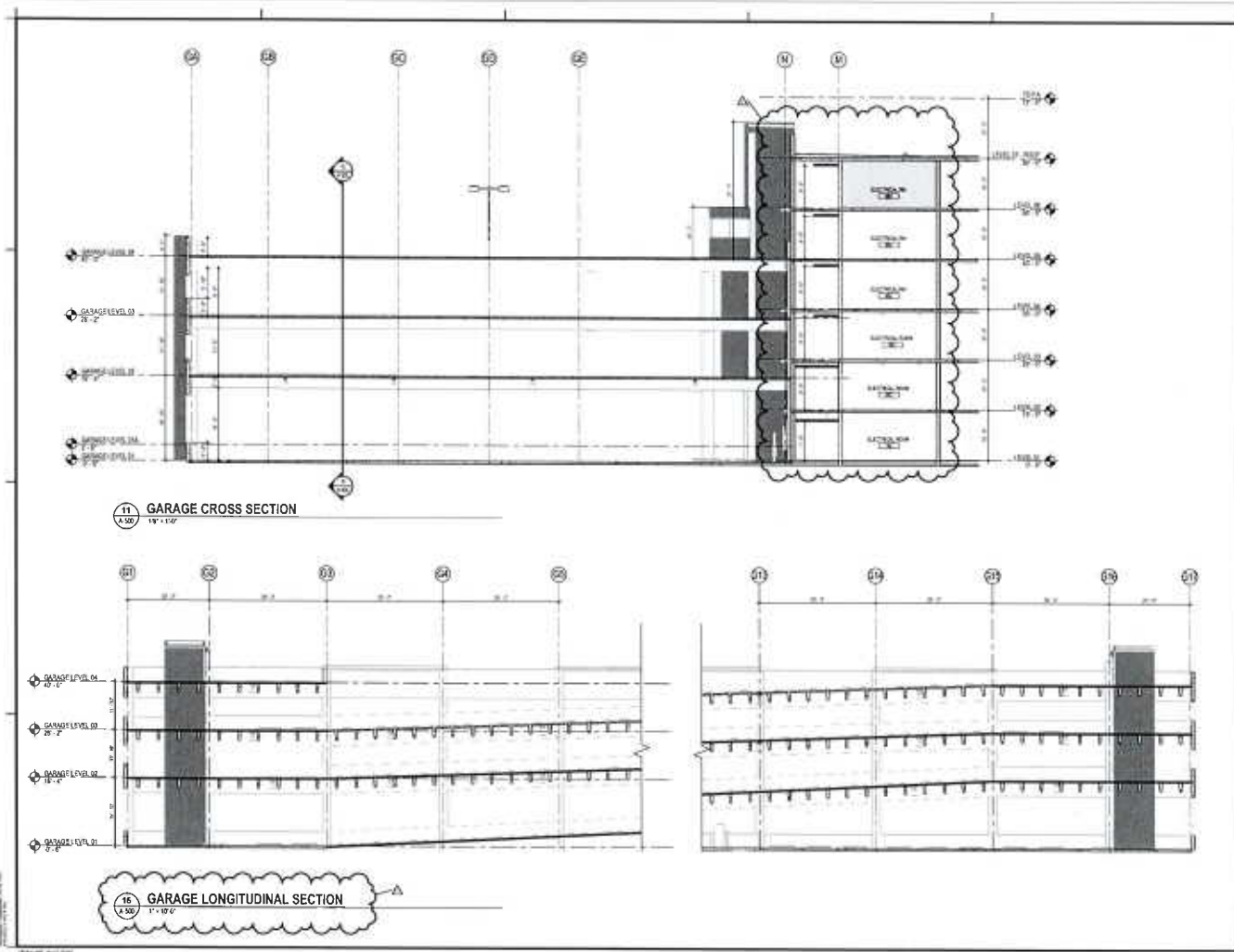


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3	REVISION			
4	REVISION			
5	REVISION			
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7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

DRC SUBMITTAL
08/01/22

NO/001 PRJ. Development:
LLC
VISTA CLARA APARTMENTS
ONE RIVER VIEW WAY, DEERFIELD BEACH,
FL 33441
Site
SECTION THROUGH GARAGE

PROJECT NO.	DATE
27042507	08/01/22
REVISION	DATE
1	08/01/22



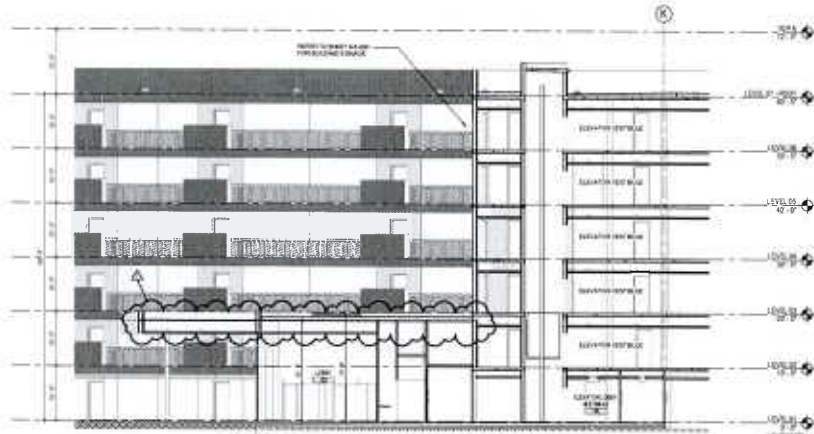


NO.	REVISION	DATE	BY	CHKD.
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4	FOR PERMIT	08/01/22	AS	AS
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D/C SUBMITTAL
08/01/22

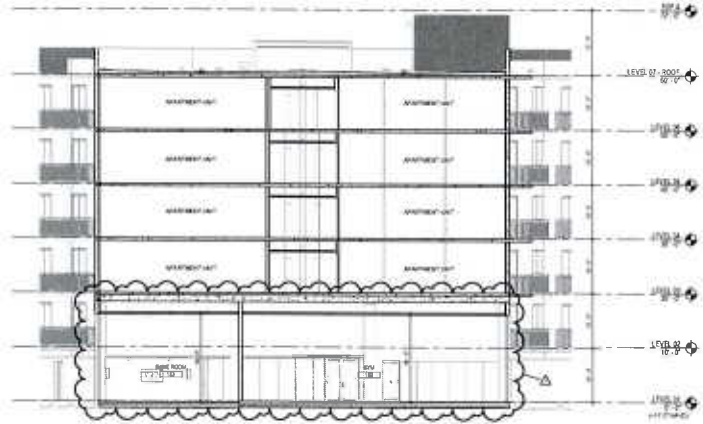
Morgan PR Development, LLC
VISTA CLARK APARTMENTS
ONE NEW YORK WAY, DEERFIELD BEACH, FL 33441
TOWN
SECTION THROUGH LOBBY AND AVENUE

PROJECT	DATE
08/01/22	08/01/22
1	A-502



SECTION THROUGH LOBBY

1/8" = 1'-0"



AMENITY CROSS SECTION

1/8" = 1'-0"

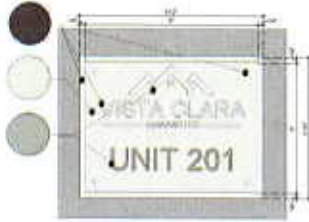


SECTION

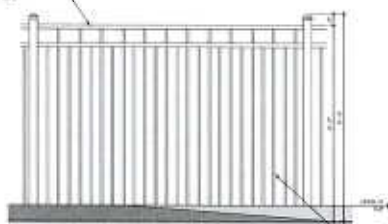
Figure Title	Scale
2nd Floor Plan	1/8" = 1'-0"
Revised	Working File
1	A-503



6 UNIT SIGNAGE ELEVATION
3'4" x 1'0"



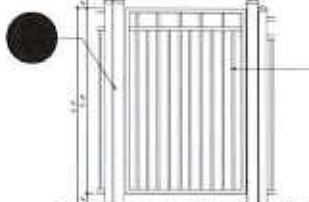
7 ENLARGED UNIT SIGNAGE
6' x 1'0"



9 FENCE ELEVATION (TYP.)
5'6" x 1'0"



4 TYP. PEDESTRIAN GUARD GATE PLAN
1'8" x 1'0"



5 TYP. PEDESTRIAN GUARD GATE ELEVATION
5'4" x 1'0"

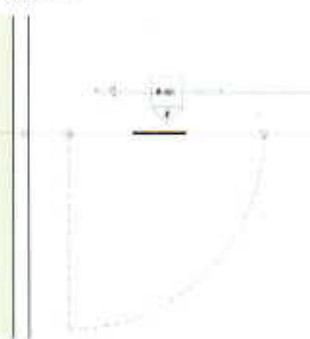


SAMPLE PHOTO OF GATE

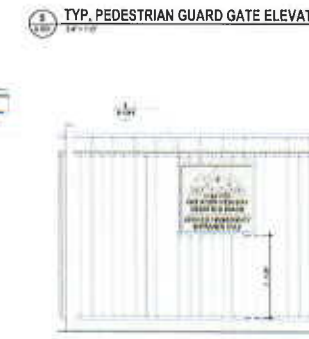


SAMPLE PHOTO OF FENCE

NOTE: DIMENSIONS, ALUMINUM FINISH & PEDESTRIAN GATE FINISH COLORS SHALL BE AS SHOWN ON THE MATERIALS SPECIFICATION SHEET SUBMITTED.



16 NE 1ST AVENUE ENTRY GATE PLAN
18'7" x 1'0"



17 NE 1ST AVENUE ENTRY GATE ELEVATION
18' x 1'0"



19 NE 1ST AVENUE ENTRY GATE ELEVATION - ENLARGED SIGNAGE
18' x 1'0"



Project	Sheet	Revision
08/01/22		

DRC SUBMITTAL
08/01/22

Allegian PR Development, LLC
VISTA CLARA APARTMENTS
ONE RIVER VIEW WAY, DEERFIELD BEACH, FL 33441

SIGNAGE & FENCE DETAILS

Project No. 08/01/22
Sheet No. 08/01/22
Revision No. 08/01/22

A-601

[illegible]

Figure 1 is a typical cross-section of a three-bay, two-story moment-resisting frame. The diagram shows a vertical section of a building with three bays and two stories. Key components labeled include: 'CONCRETE FLOOR SLAB' at the top, 'CONCRETE WALL' on the exterior, 'CONCRETE COLUMN' in the center, 'CONCRETE BEAM' connecting the columns, 'STEEL JOIST' above the slab, 'STEEL DECK' below the slab, 'STEEL COLUMN' in the center, 'STEEL BEAM' connecting the columns, 'STEEL JOIST' above the slab, and 'STEEL DECK' below the slab. Dimensions are given in feet and inches. A note at the bottom right says 'TYPICAL SECTION'.

[illegible]

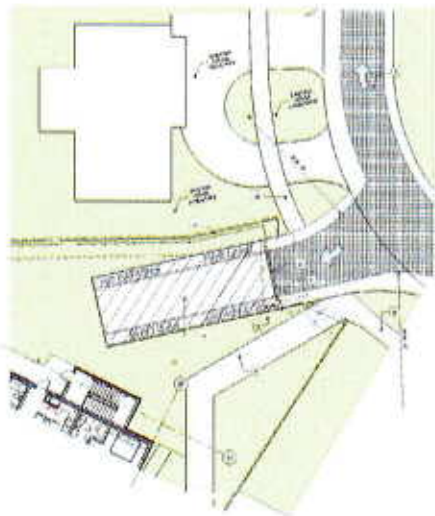
Figure 1 consists of two cross-sectional diagrams, (a) and (b), illustrating the details of a proposed repair. Diagram (a) shows a repair applied to the top surface of a concrete slab. The repair material (R) is shown as a layer on top of the existing concrete (C). The repair is applied to a rectangular area with dimensions 12" by 12". The repair material is shown with a hatched pattern. The existing concrete is shown with a solid pattern. The repair is applied to the top surface of the concrete. Diagram (b) shows a repair applied to the side surface of a concrete slab. The repair material (R) is shown as a layer on the side of the existing concrete (C). The repair is applied to a rectangular area with dimensions 12" by 12". The repair material is shown with a hatched pattern. The existing concrete is shown with a solid pattern. The repair is applied to the side surface of the concrete.

[illegible]

Technical drawing of a cross-section of a wall and floor assembly. The drawing shows a wall on the left and a floor on the right. The wall has a thickness of 240 mm. The floor has a total thickness of 120 mm. The floor assembly consists of a concrete slab (1) with a thickness of 80 mm, a layer of expanded polystyrene (2) with a thickness of 40 mm, and a layer of concrete (3) with a thickness of 20 mm. The wall assembly consists of a concrete block (4) with a thickness of 240 mm, a layer of expanded polystyrene (5) with a thickness of 40 mm, and a layer of concrete (6) with a thickness of 20 mm. The drawing is labeled with dimensions and material specifications.

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ENLARGED NORTH CORNER SITE PLAN



PROPOSED BUILDING - WEST ELEVATION



PROPOSED BUILDING - EAST ELEVATION

REVISIONS

NO.	DATE	DESCRIPTION
1	08/01/22	Initial Submission
2	08/01/22	Revised Submission
3	08/01/22	Revised Submission
4	08/01/22	Revised Submission
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100	08/01/22	Revised Submission



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10000 North Central Expressway
Suite 1000
Dallas, Texas 75243
Phone: 214.460.1000
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DRC SUBMITTAL
08/01/22

NOGON PR, Development

UIC

VISTA CLARA APARTMENTS

ONE EIGHT SEVEN WAY, DOWNTOWN CHICAGO, IL 60601

ENLARGED NORTH CORNER SITE ACCESS

Project No. 10000

Drawn By: J. Smith

Checked By: J. Smith

Reviewed By: J. Smith

08/01/22

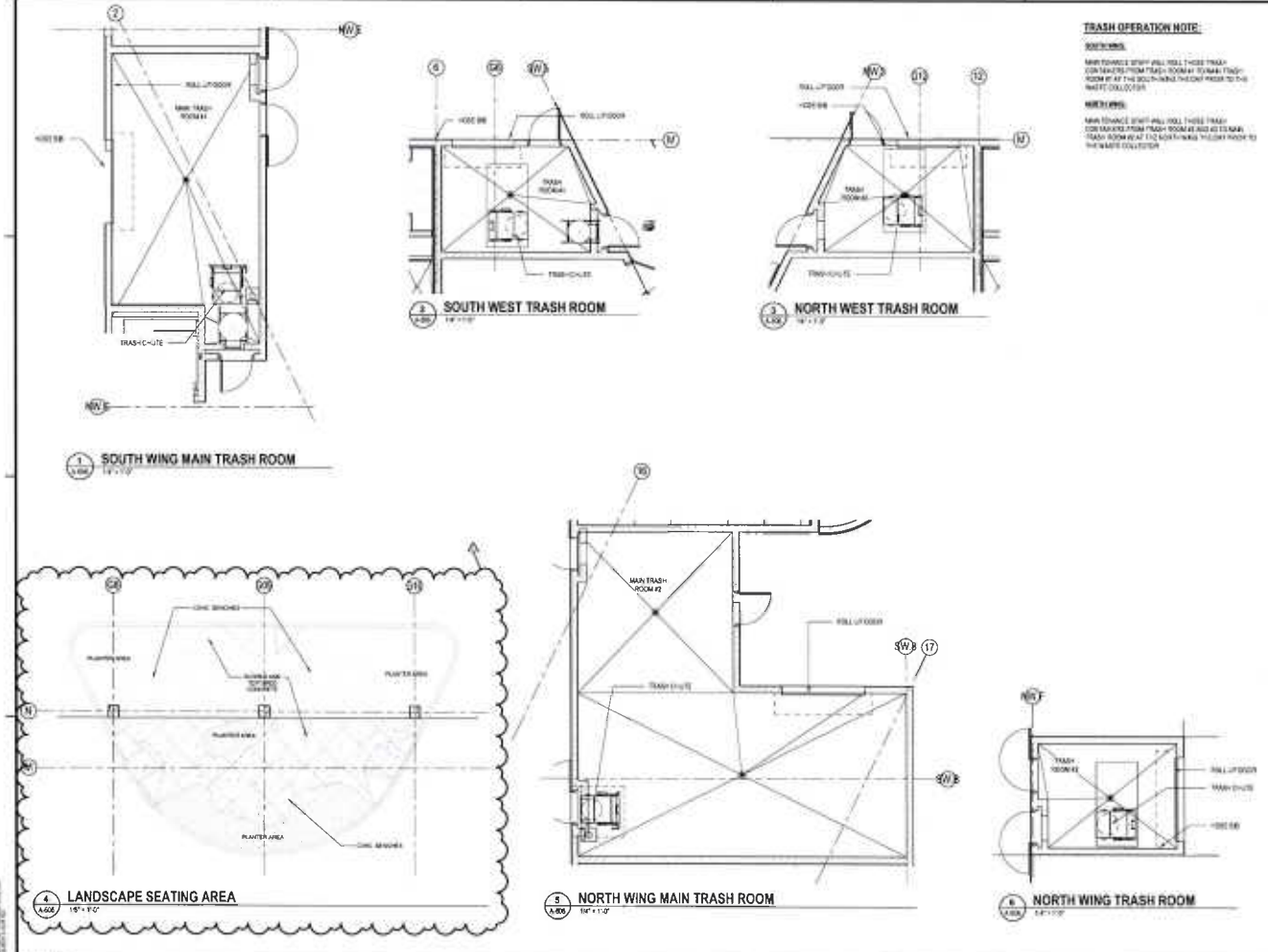
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Suite 1000
Dallas, TX 75243
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Fax: 214.224.2201

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DR. MICHAEL J. HOBBS
Professional Engineer
No. 10000
State of Texas
Exp. 12/31/2022

DRC SUBMITTAL
08/01/22

Margin PE Development
LLC
VISTA CLARA APARTMENTS
ONE RIVER VIEW WEST CORNER BEACH
LLC
TRASH ROOM ACCESS & OPERATIONS

Project No. 214000000
Scale: As indicated
Revision: Drawing No. A-606



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Journal of Internal Medicine 247: 399–406

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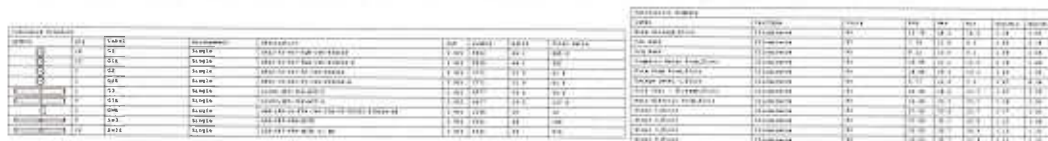
DRC SUBMITTAL
08/01/22

Started MEP Group
 VISTA CLARA APARTMENTS
 121 HENRY AVENUE, DEERFIELD BEACH,
 FL 33442
 Via
 MR. AVENUE DECK &
 BOARDWALK PHOTOGRAPHIC

Report No. 2142061	Scale 1" = 20' 0"
Project 1	Drawing No. E300P



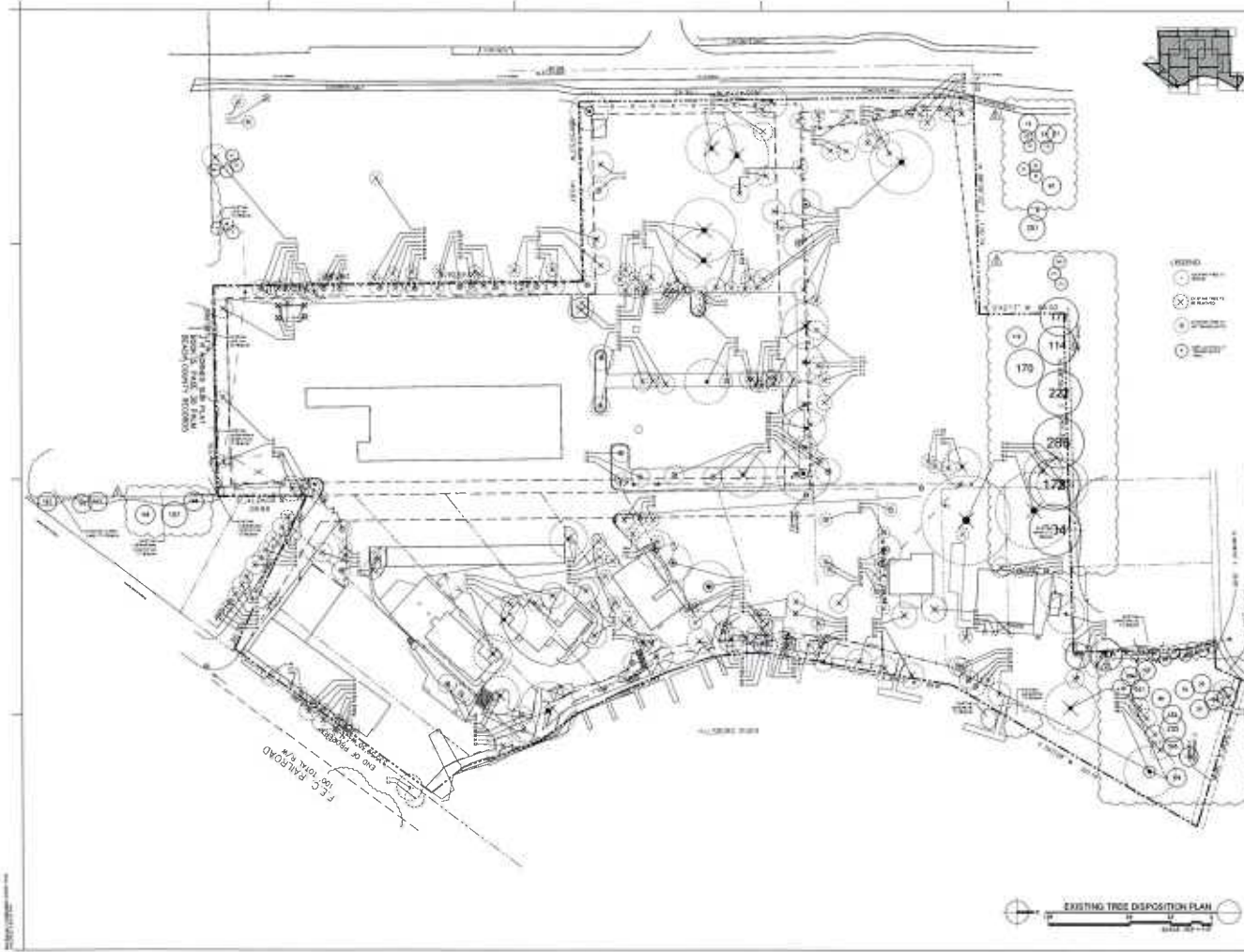
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Journal of Management Education 33(10)

Model / Size	3000
Power	1.5 kW
Material	Aluminum
Weight	1.2 kg
Dimensions	100 x 100 x 100 mm
Part No.	E301P



Stantec
12000 14th Avenue, Suite 100
Boulder, CO 80501
303.440.8000
stantec.com



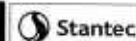
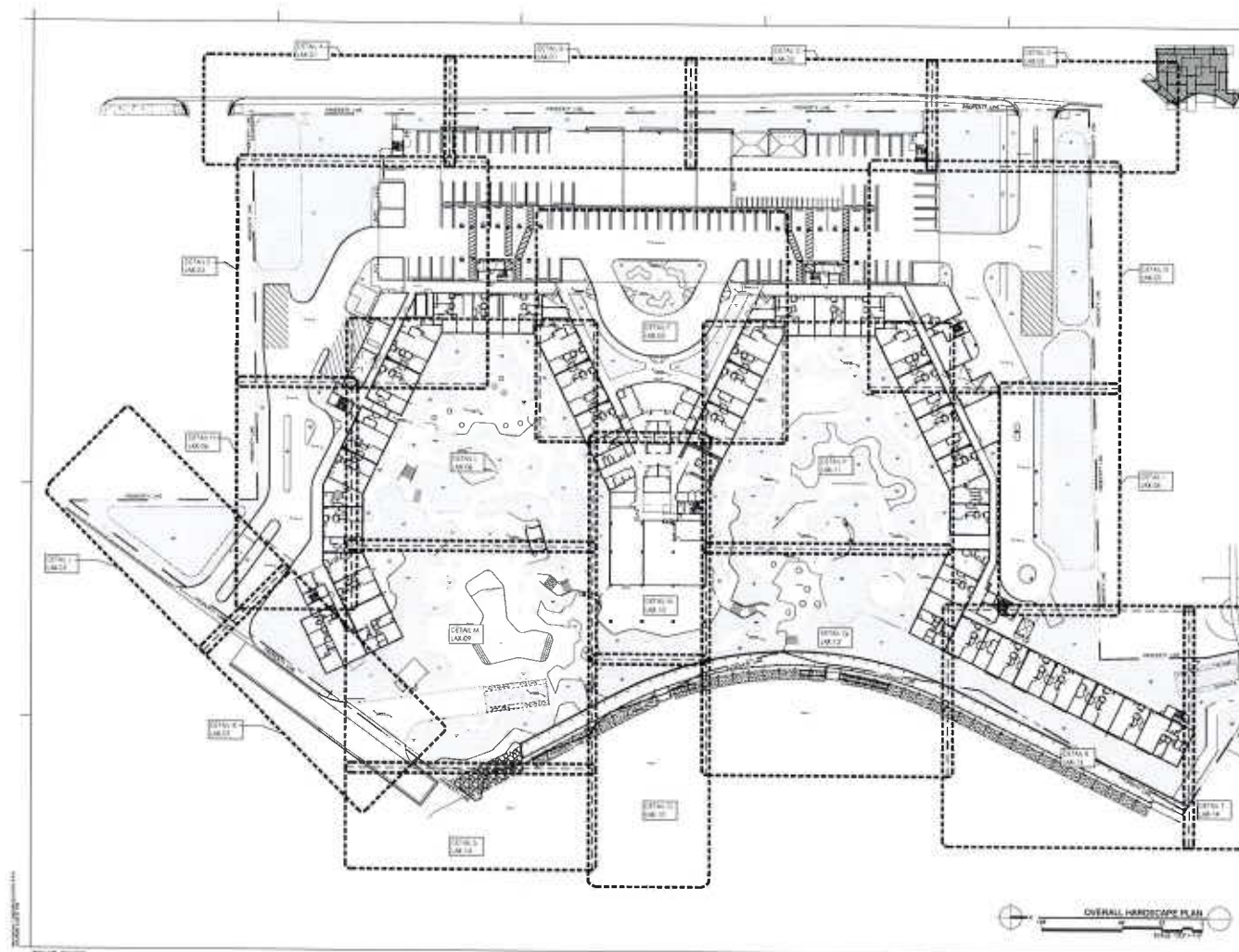
S&G DESIGN
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Boulder, CO 80501
303.440.8000
s&gdesign.com

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100% CONTRACT DOCUMENTS

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LLC
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DENVER, CO 80202

EXISTING TREE
DISPOSITION PLAN
Project No. _____
Scale _____
Drawing No. LA0-00



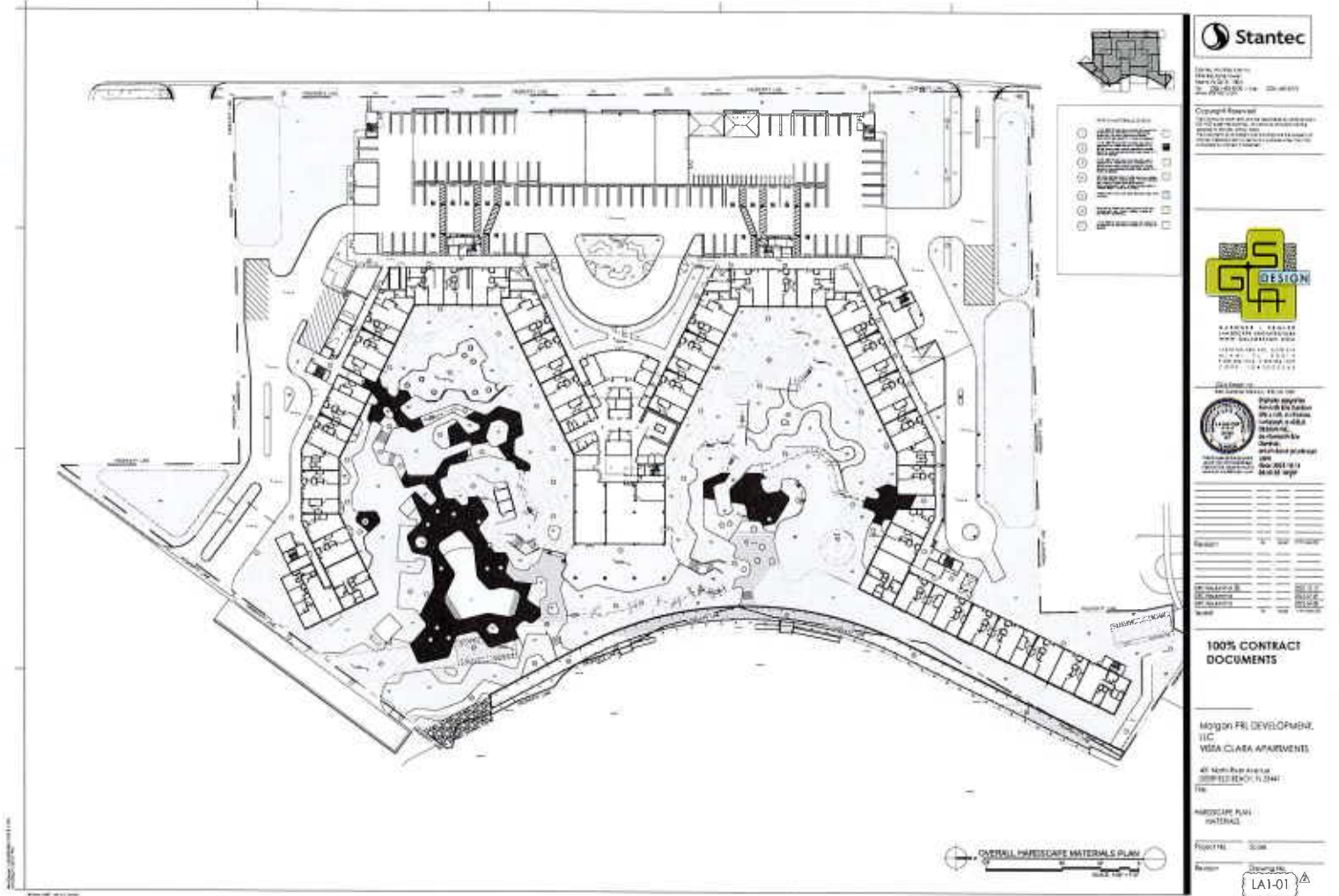
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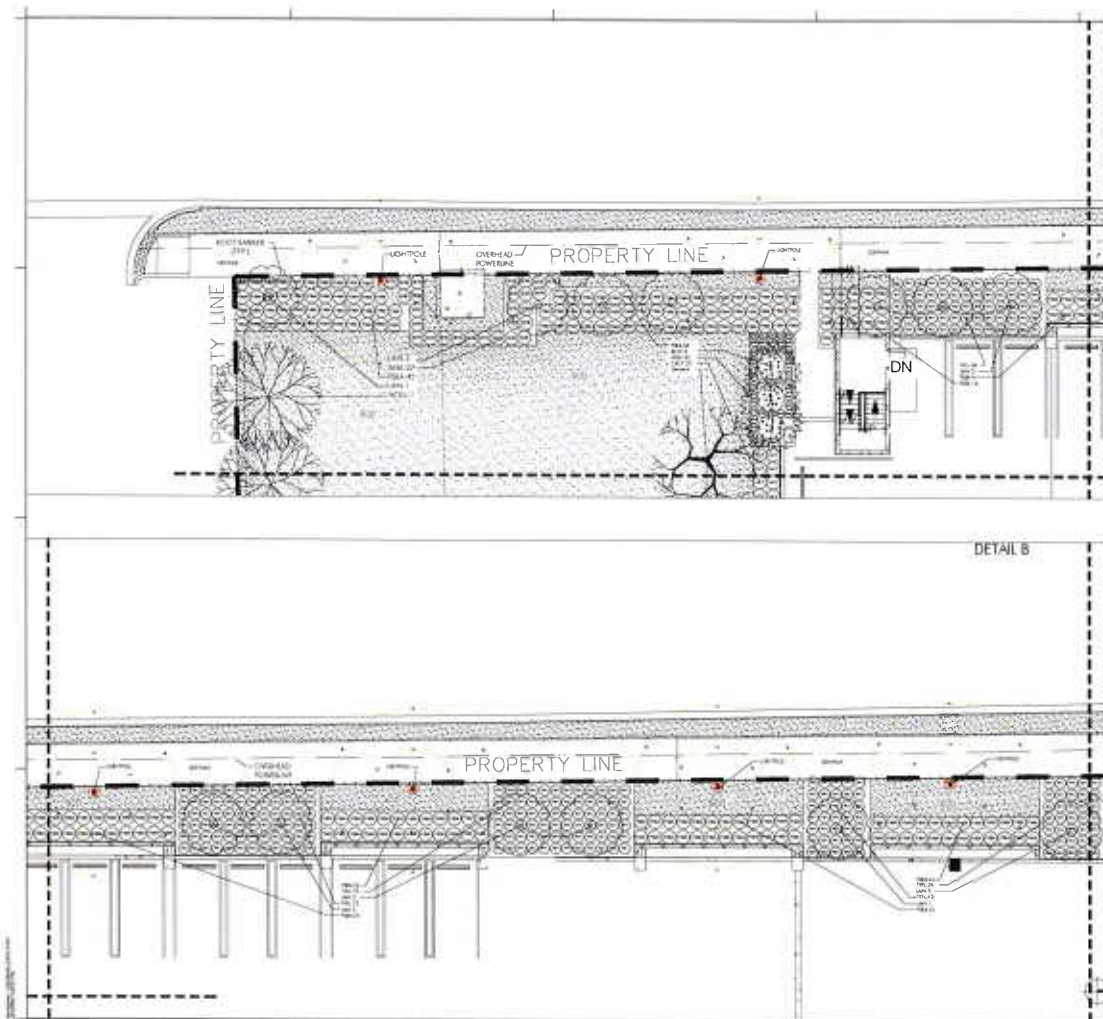
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LLC
VIA CLARA, APARTMENTS

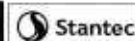
OVERALL
HANDSCRAFT PLAN

Drawing No. LA1-00





DETAIL A



Stantec Architecture Inc.
1000 15th Avenue SW
Calgary, Alberta T2P 1K1
Canada
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Fax: (403) 242-1172

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L.L.C.
VISTA CLARA APARTMENTS
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Calgary, Alberta T2P 1K1
Canada
Tel: (403) 242-1171
Fax: (403) 242-1172

Item	Description	Quantity	Unit	Price
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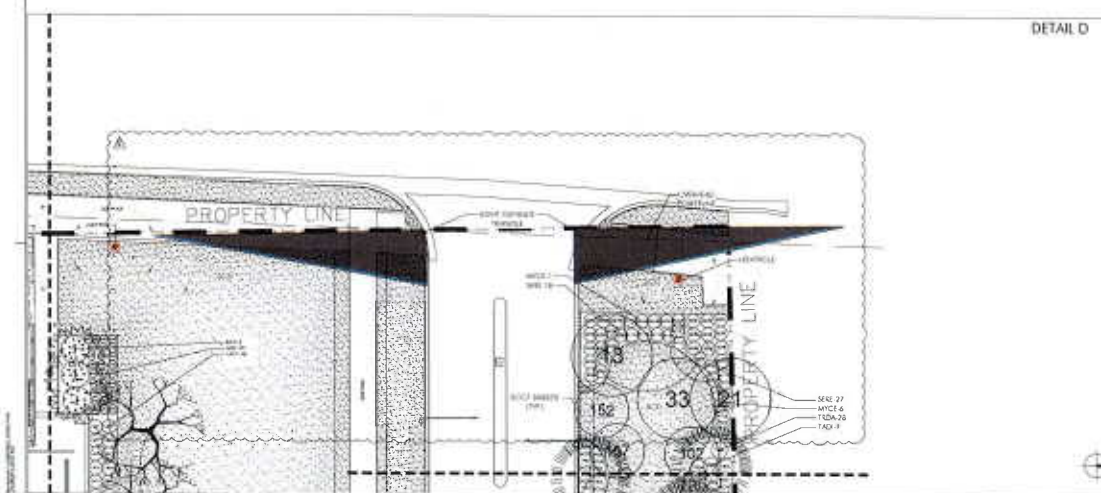
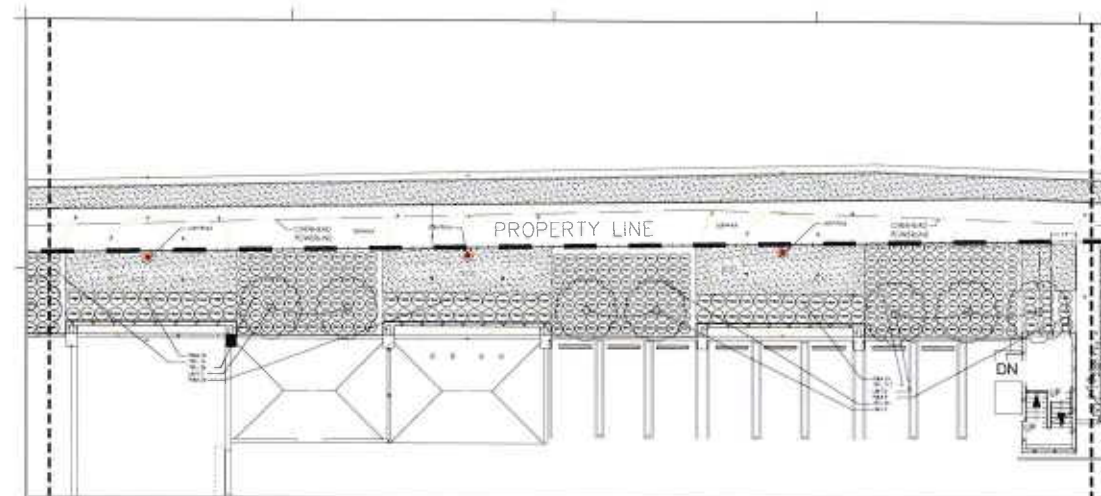
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Canada
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PLANTING PLAN
Sheet A-1 of 1

Project No. 1000
Drawing No. 1000
Date 10/10/10

LA5-01

DETAIL C[illegible]


Stantec

Canada: Toronto office
 100 King Street West
 Suite 1500 • Toronto, ON M5X 1C4
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U.S. Headquarters
 1000 Pennsylvania Avenue, N.W.
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 Stantec is a leading provider of architectural, engineering, interior design, landscape architecture, and sustainability services. We are a member of the Stantec Companies, a leading provider of professional services in the United States and Canada. Stantec is a leader in providing sustainable design services, including LEED certification, energy modeling, and green building strategies.



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Project Overview
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 Project Location: [Project Location]
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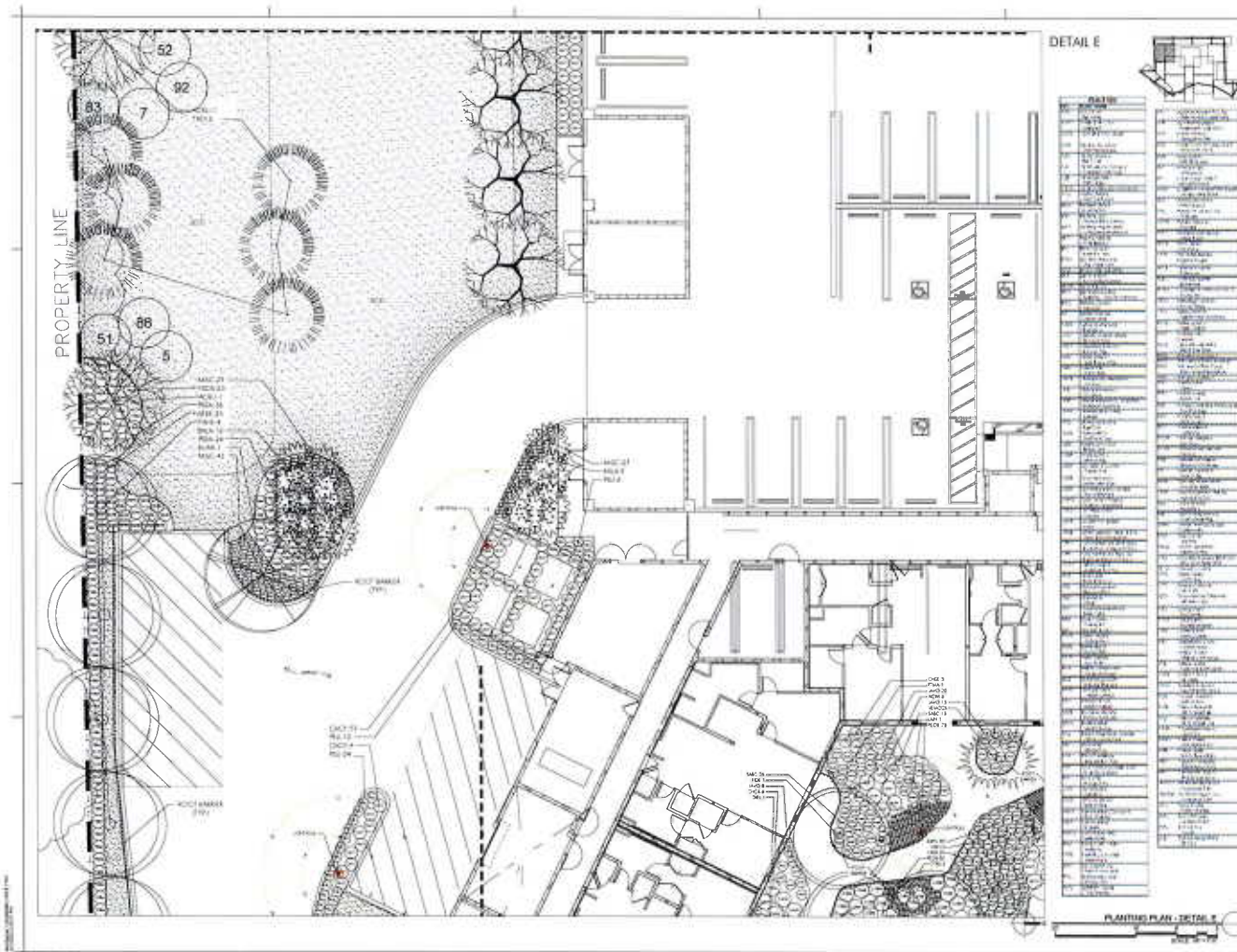
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LA5-02



DETAIL E

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100	PLANTING	1	EA

PLANTING PLAN - DETAIL E
SCALE: 1/8" = 1'-0"



STANTEC
10000 14th Avenue S.W.
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Canada
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Fax: 780.443.8801
www.gsdesign.com

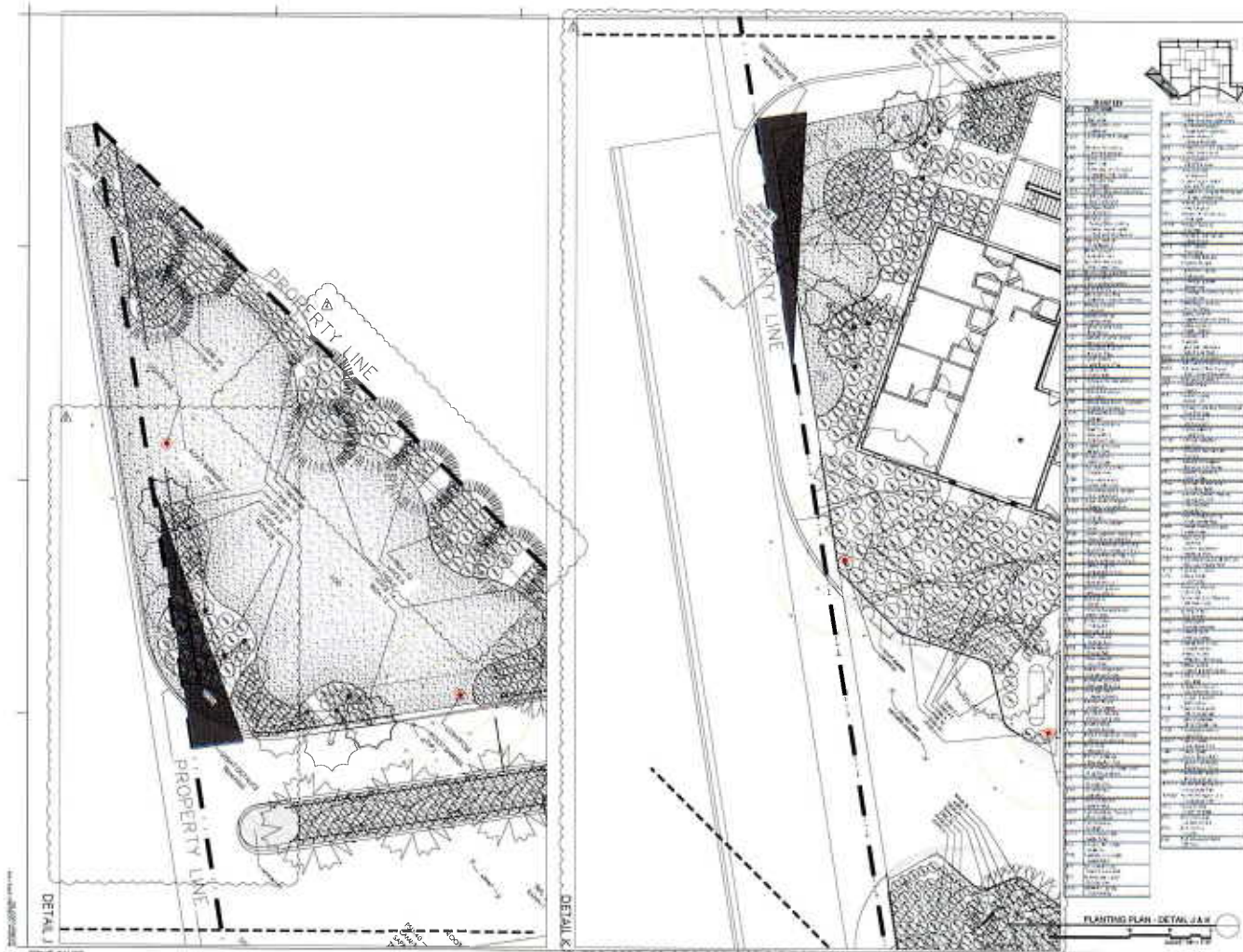
100% CONTRACT DOCUMENTS

100% CONTRACT DOCUMENTS

MORRIS PRL DEVELOPMENT
LLC
VISTA CLARA APARTMENTS
10000 14th Avenue S.W.
Edmonton, Alberta T6A 1K1
Canada

Project No: 10000
Date: 06/30/14
Scale: 1/8" = 1'-0"
Sheet: LAS-03





Stantec
1000 West 10th Street
Suite 1000
Portland, OR 97204
Tel: 503.222.1000
Fax: 503.222.1001

Professional Engineer
The Engineer shall not be responsible for all other work
not shown on this drawing. The Engineer shall not be
responsible for any work not shown on this drawing.



GSA DESIGN
1000 West 10th Street
Suite 1000
Portland, OR 97204
Tel: 503.222.1000
Fax: 503.222.1001



Professional Engineer
Date: 06/15/11
Scale: AS SHOWN

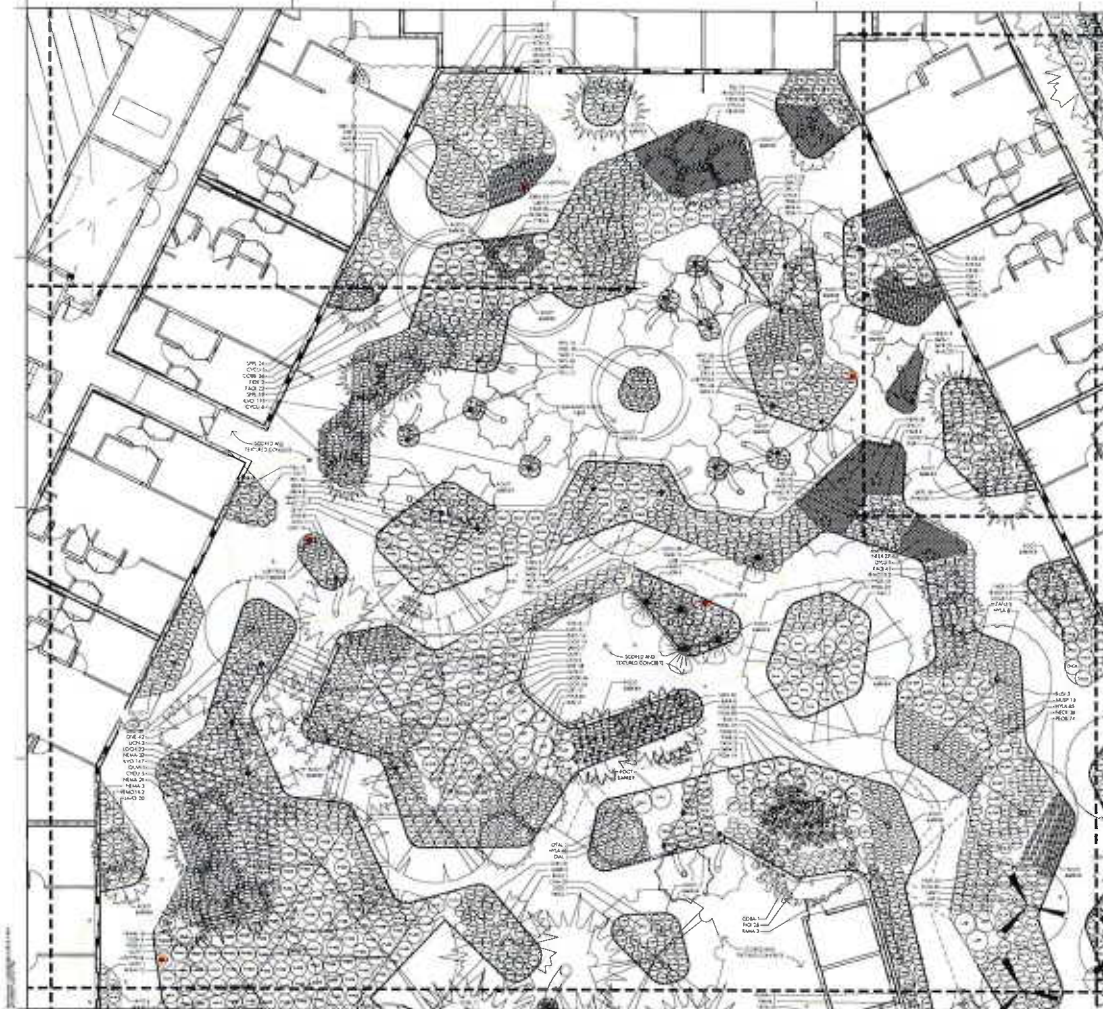
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100% CONTRACT DOCUMENTS

WINGEN PRO DEVELOPMENT, LLC
YOTA CLARA APARTMENTS
401 North River Avenue
SEASIDE, CA 92081

FOR THE ARCHITECT
Date: 06/15/11

Project No.: 1000
Scale: AS SHOWN
LA5-07

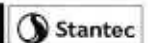


DETAIL L



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PLANTING PLAN - DETAIL L



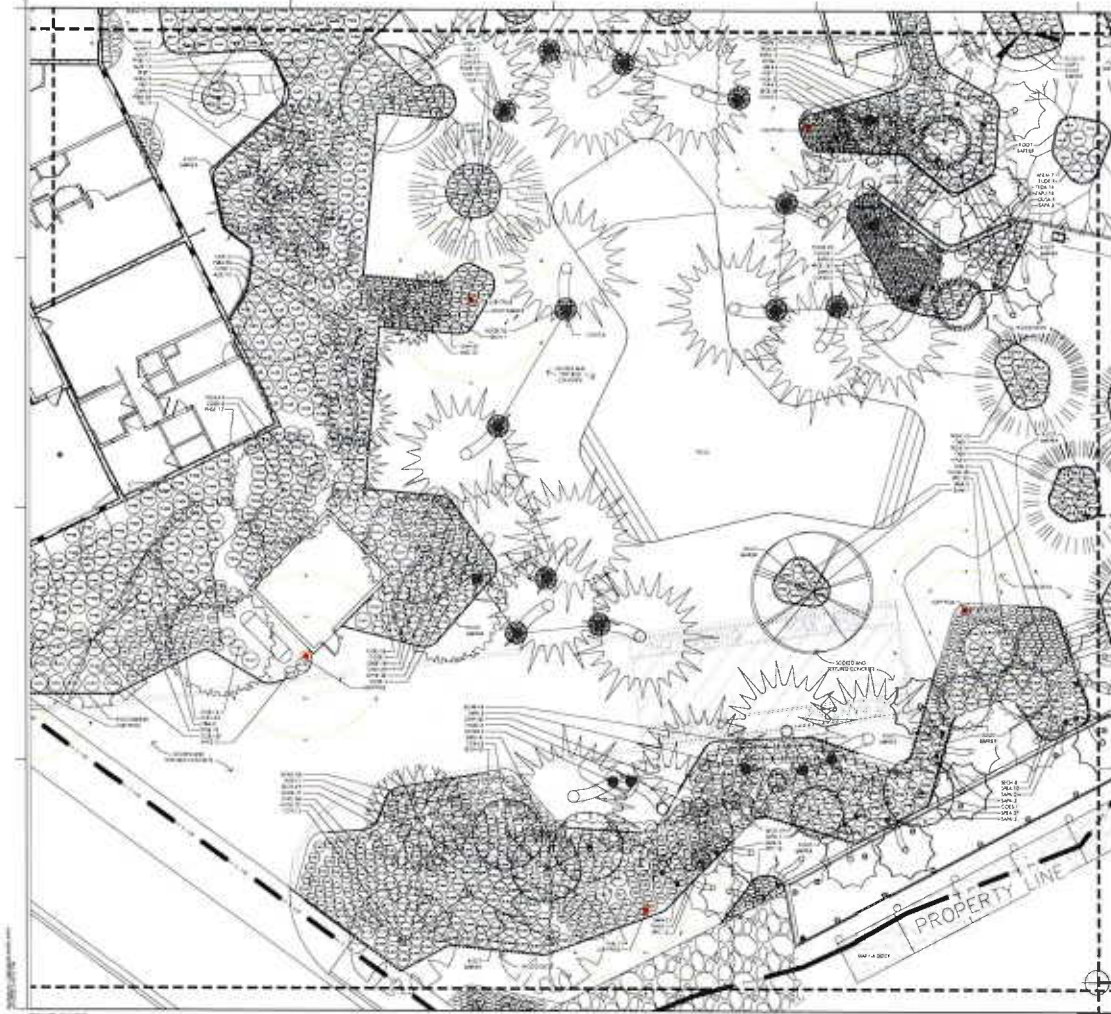
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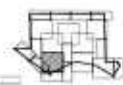
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Morgan P. Development, Inc.
VITA CLARA APARTMENTS
401 North Main Street
Davenport, IA 52801

PLANTING PLAN
Sheet 1 of 1
Project No. 1000
Drawing No. 1000
LAS-08



DETAIL M



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PLANTING PLAN - DETAIL M
SCALE 1/4" = 1'-0"

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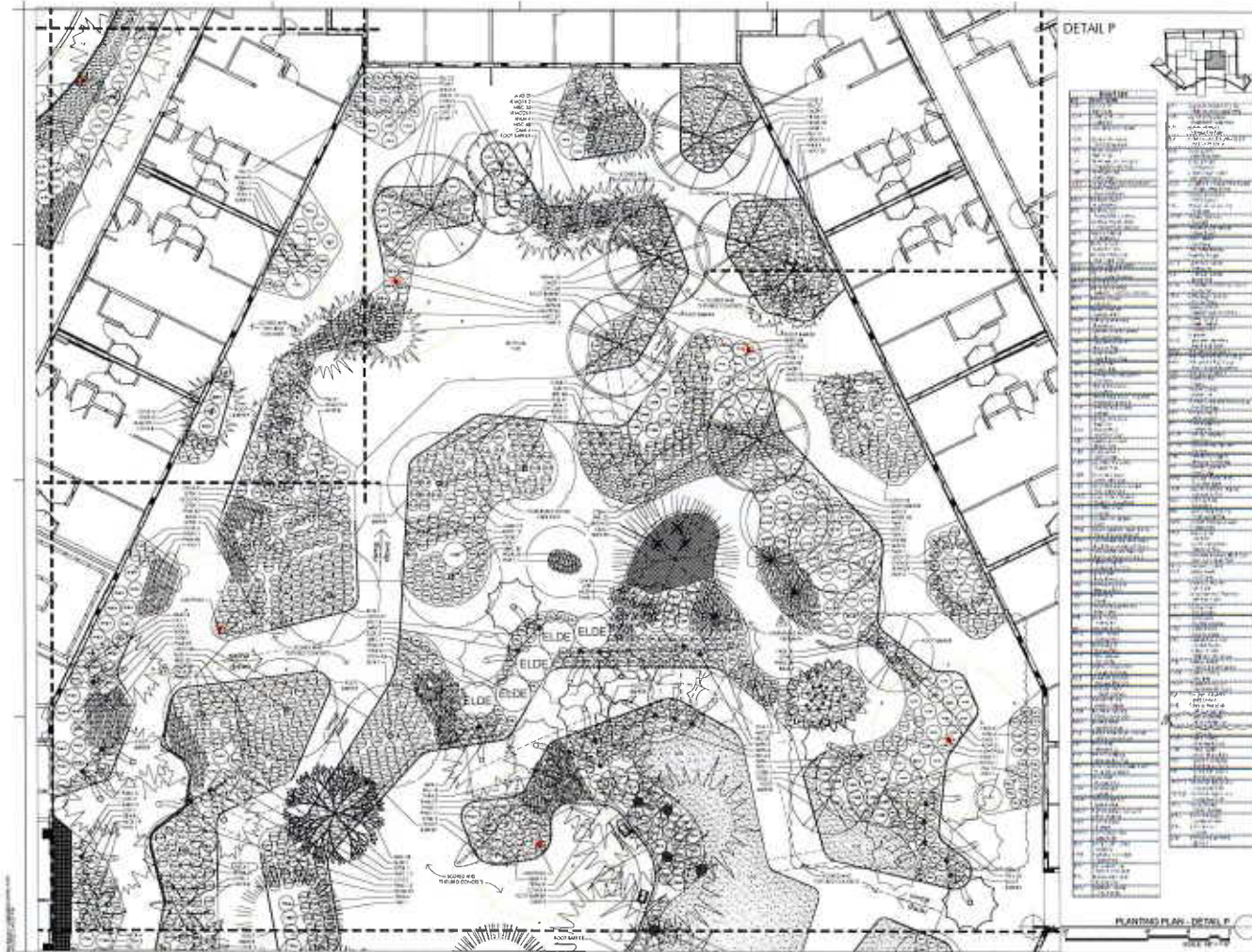
100% CONTRACT DOCUMENTS

Morgan PR. DEVELOPMENT, LLC
VISTA CLARA APARTMENTS
401 North Royal Avenue
DEER BEACH, FL 33441
Tel: 772-244-1111

PLANTING PLAN
(Detail M)

DATE: 11/11/11
DRAWN BY: [Signature]
CHECKED BY: [Signature]

LA5-09



Stantec
 1000 Peachtree Street, N.E.
 Atlanta, Georgia 30309
 Tel: 404.581.1000
 Fax: 404.581.1001
 Email: info@stantec.com

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GS DESIGN
 1000 Peachtree Street, N.E.
 Atlanta, Georgia 30309
 Tel: 404.581.1000
 Fax: 404.581.1001
 Email: info@gsdesign.com



Morgan PRL Development, LLC
 1000 Peachtree Street, N.E.
 Atlanta, Georgia 30309
 Tel: 404.581.1000
 Fax: 404.581.1001
 Email: info@morganprl.com

Project Name	Vista Clara Apartments
Project Address	401 North River Avenue, Deer Beach, FL 33441
Project Owner	Morgan PRL Development, LLC
Project Manager	[Name]
Project Engineer	[Name]
Project Designer	[Name]
Project Draftsman	[Name]
Project Date	08/30/18
Project Status	100% CONTRACT DOCUMENTS

100% CONTRACT DOCUMENTS

Morgan PRL DEVELOPMENT, LLC
 VISTA CLARA APARTMENTS
 401 North River Avenue
 DEER BEACH, FL 33441

PLANTING PLAN (Sheet P)

Project File: [Name]

Drawing No: LAS-11



Stantec
10000 North Central
Avenue, Suite 200
Dallas, Texas 75243-1099
Tel: 214.465.4000 • Fax: 214.465.4001

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GS DESIGN
10000 North Central
Avenue, Suite 200
Dallas, Texas 75243-1099
Tel: 214.465.4000 • Fax: 214.465.4001



Revisions	By	Date	Description
1	DA Smith	06/20/14	Initial Design
2	DA Smith	06/20/14	Final Design

100% CONTRACT DOCUMENTS

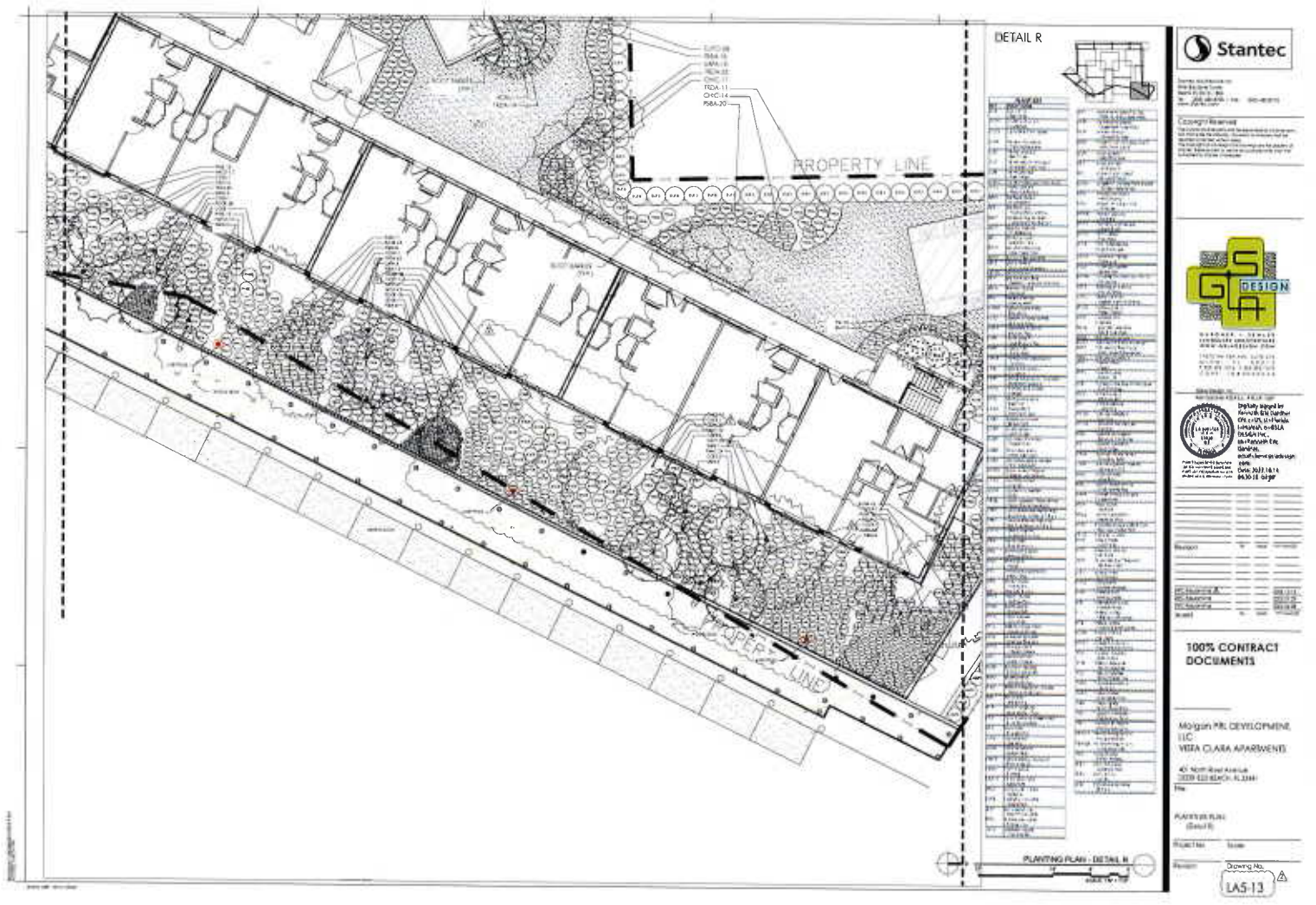
Morgan PR, DEVELOPMENT
LLC
VITA CLARA APARTMENTS

401 18th St. West, Suite 100
DALLAS, TEXAS 75201

PLANTING PLAN
(Detail Q)

Project No.: 10000
Revision: 02

LAS-12



MULTI-TRUNKED TREE BRACING DETAIL

CONCLUSIONS

ROOT BARRIER INSTALLATION DETAIL

PLANTING & BRACING DETAIL
UNDER 3 1/2" CALIFER:

PLANTING & BRACING DETAIL FOR LEANING/CROOKED PALMS

5.4. SUB SPACING DIAGRAM

SHRUB INSTALLATION DETAIL

ASBESTOS-CONTAMINATED TREE REMOVAL BRACING DETAIL

PLANTING & BRACING DETAIL
OVER 3 1/2" CALFEH

[illegible]

PRE-HYDRANT PLANTING CLEAR ZONE

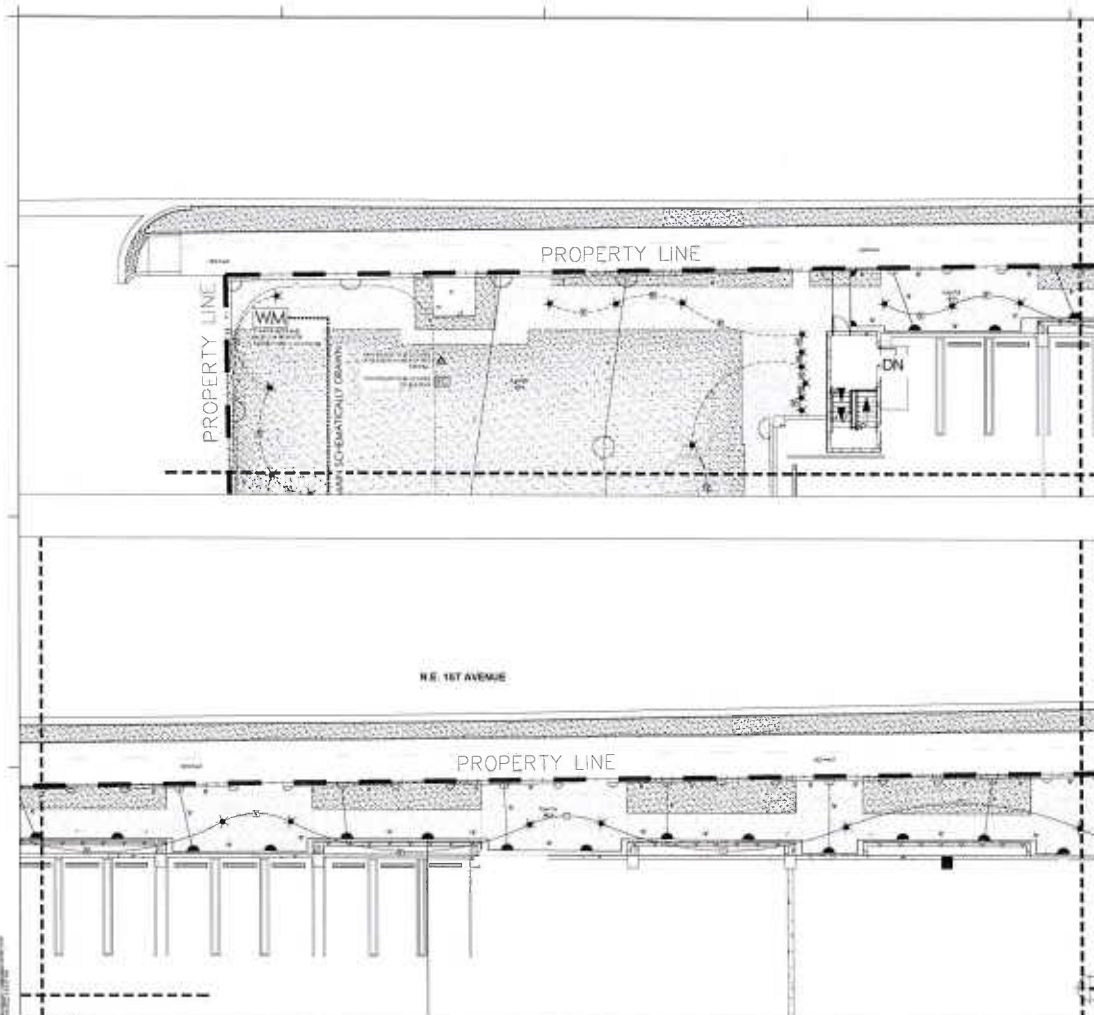


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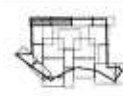
Morgan PBL DEVELOPMENT
LLC
VISTA CLARA APARTMENTS
401 North Bay Avenue
CORPUS CHRISTI, TX 78401
100

LANDSCAPE LIGHTING & PLANTING DETAILS

Drawing No. LA5-15



DETAIL A



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS WITH A PROGRAM OF RUN OVERLAP OR SPREAD. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RUN SHUT-OFF DEVICE.

MINUS, LATINGS & VALVES ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES AND SHALL BE ADJUSTED IN THE FIELD.

IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE THE LOCATIONS AND FOOTPRINTS.

DETAIL B



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DESIGNER'S RESPONSIBILITY
The Designer shall be responsible for the design of the project and shall ensure that the design is in accordance with the applicable codes and standards.

CONTRACTOR'S RESPONSIBILITY
The Contractor shall be responsible for the construction of the project and shall ensure that the construction is in accordance with the design and applicable codes and standards.



100% CONTRACT DOCUMENTS
The Contractor shall be responsible for the construction of the project and shall ensure that the construction is in accordance with the design and applicable codes and standards.

Project Name	100% CONTRACT DOCUMENTS
Project Number	100% CONTRACT DOCUMENTS
Project Location	100% CONTRACT DOCUMENTS
Project Date	100% CONTRACT DOCUMENTS
Project Status	100% CONTRACT DOCUMENTS
Project Budget	100% CONTRACT DOCUMENTS
Project Owner	100% CONTRACT DOCUMENTS
Project Manager	100% CONTRACT DOCUMENTS
Project Engineer	100% CONTRACT DOCUMENTS
Project Designer	100% CONTRACT DOCUMENTS
Project Contractor	100% CONTRACT DOCUMENTS

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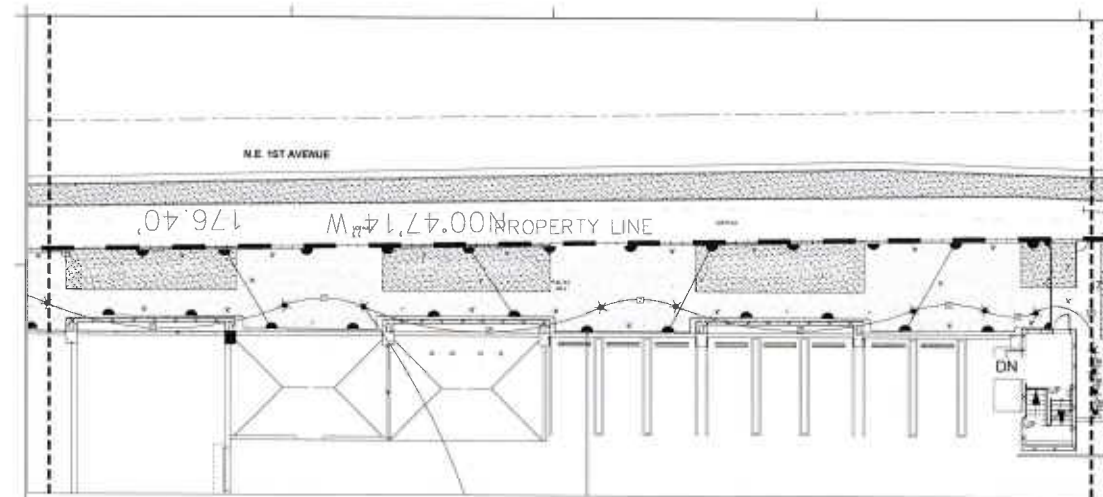
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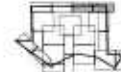
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100% CONTRACT DOCUMENTS



DETAIL C



Stantec

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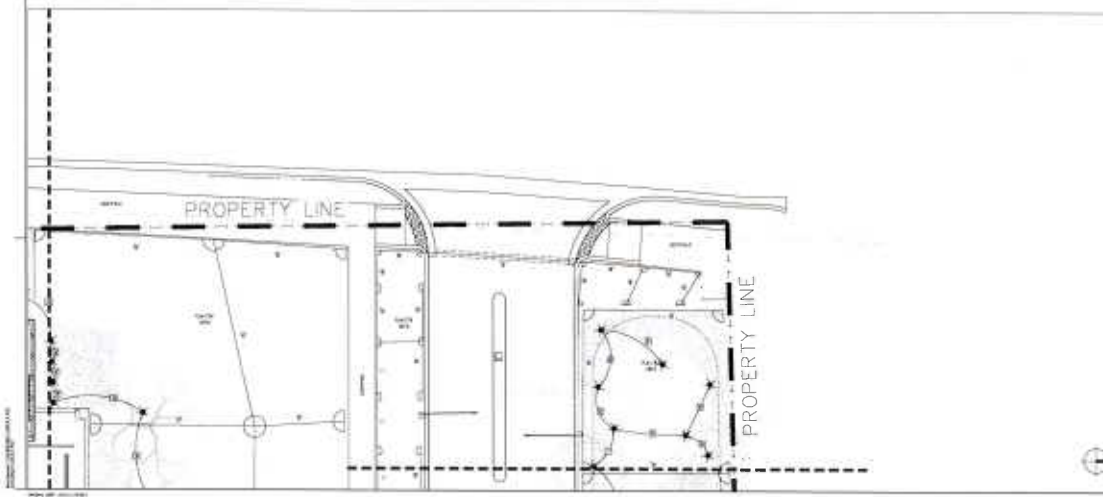
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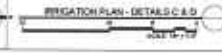
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DETAIL D



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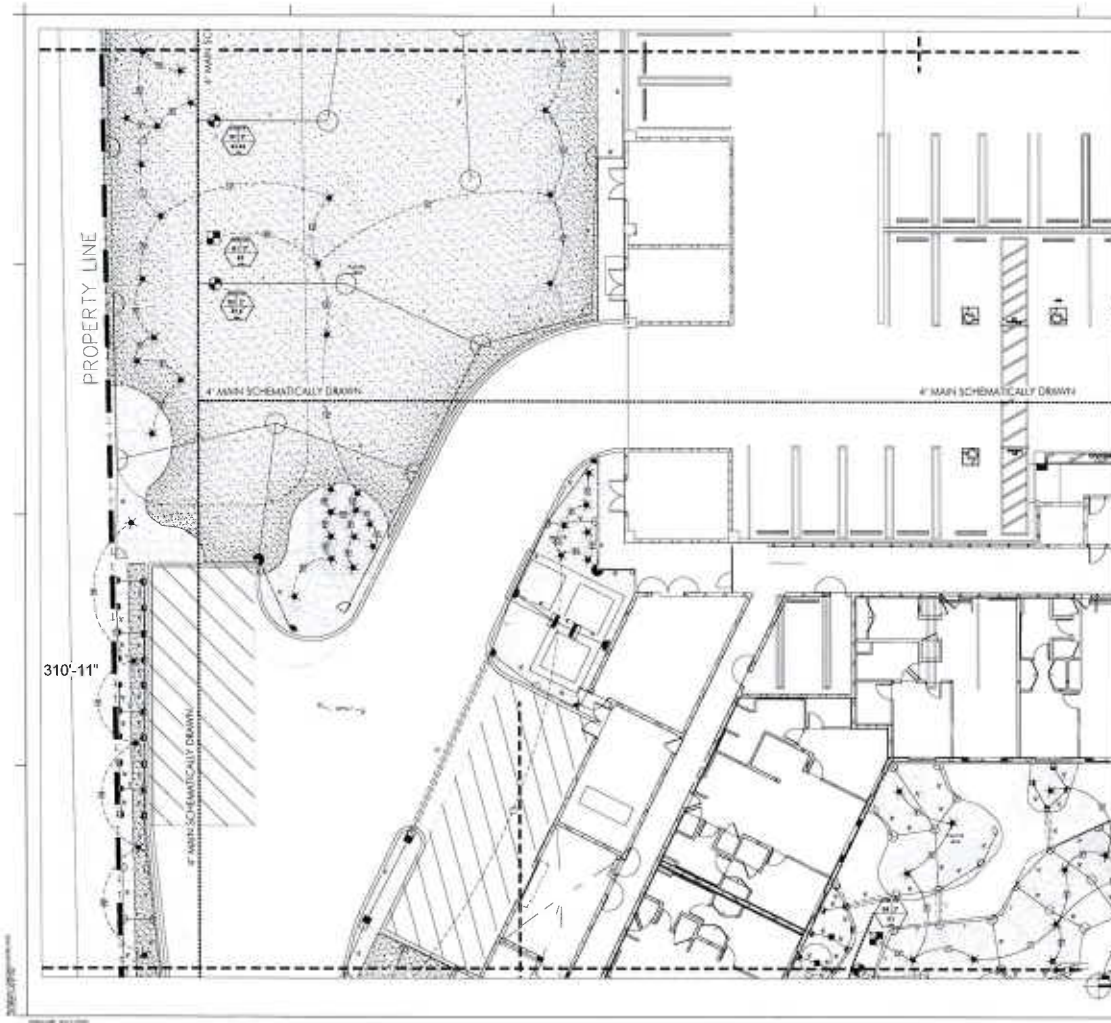
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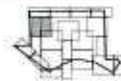
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DETAIL E



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS WITH A MINIMUM OF 20% OVERLAP OF SPRAY. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN SHUT-OFF DEVICE.

MAINS, LATERALS & VALVES ARE SHOWN SCHEMATICALLY FOR DIAGNOSTIC PURPOSES AND SHALL BE ADJUSTED IN THE FIELD.

IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE FIRE LOCATIONS AND ROUTES.



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Revisions	By	Date	Description
1	MB	08/08/18	Initial Design
2	MB	08/08/18	Final Design

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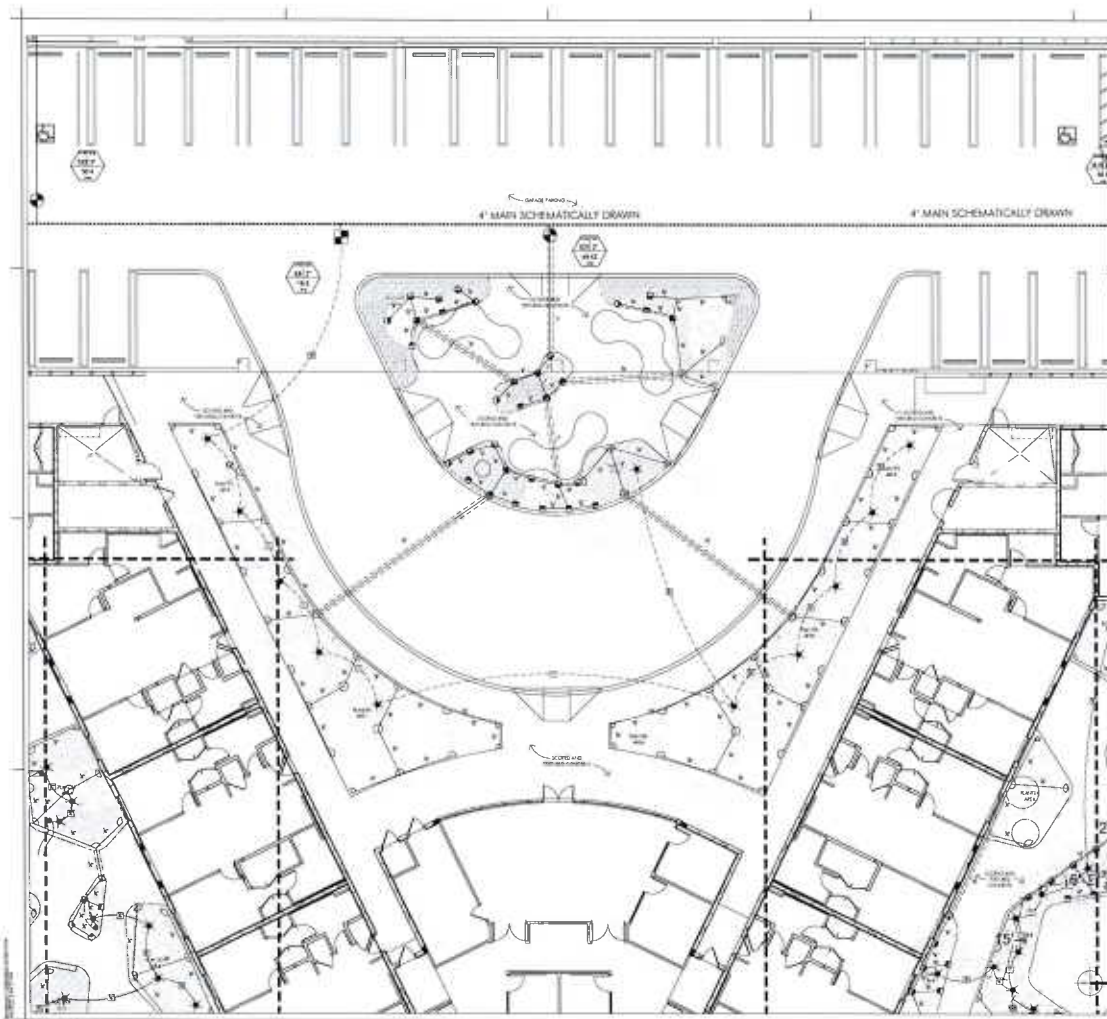
Morgan P.B. Development, U.C.
VELLA CLARA APARTMENTS

821 North West Avenue
DALLAS, TEXAS 75201

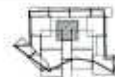
Project No. 18000000000000000000

Sheet No. 18000000000000000000

18000000000000000000



DETAIL F



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS WITH A MINIMUM OF 80% OVERLAP OF SPRIKERS. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC MAIN SHUT-OFF DEVICE.

SHALL, LATENTS & VENTS BE SHOWN SCHEMATICALLY FOR GEOTECH FUNDING AND SHALL BE ADJUSTED AS THE FIELD.

IRRIGATION AND LANDSCAPE CONTRACTOR SHALL COORDINATE THE IRRIGATION AND ROOTIRAGE.



STANTEC
1000 EAST 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1000
WWW.STANTEC.COM

DESIGNER'S RESPONSIBILITY
THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE IRRIGATION SYSTEM AND THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SYSTEM.



S&G DESIGN
1000 EAST 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1000
WWW.S&GDESIGN.COM



NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	ISSUED FOR PERMIT	10/1/2011	DAVID A. SMITH		
2	ISSUED FOR CONSTRUCTION	10/1/2011	DAVID A. SMITH		
3	ISSUED FOR AS-BUILT	10/1/2011	DAVID A. SMITH		

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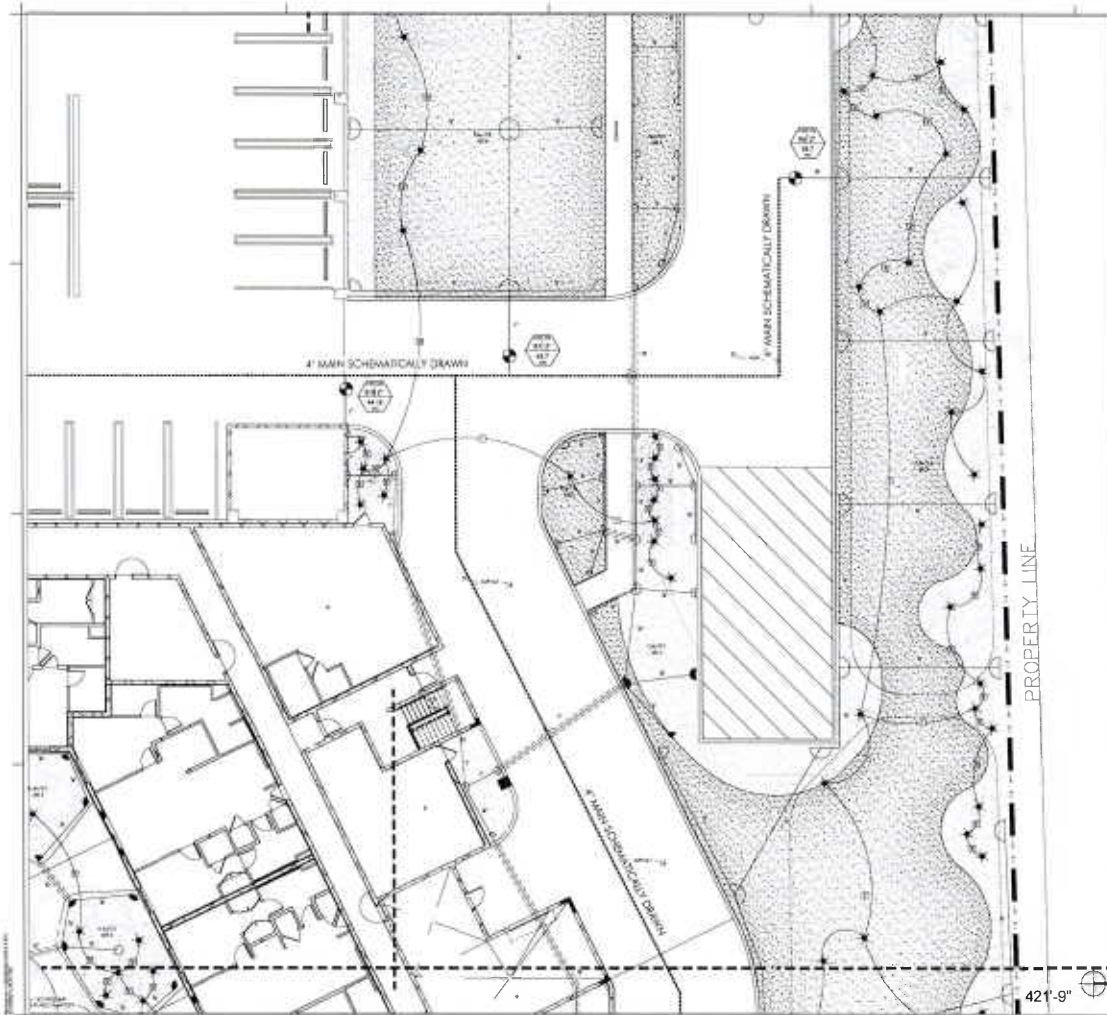
MANAGER P&L DEVELOPMENT, LLC
VESTA CLARA APARTMENTS

401 NORTH WASHITON AVENUE
DENVER, CO 80202
TEL: 303.733.1000

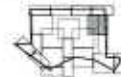
IRRIGATION PLAN
(Detail F)

Project File: _____
Drawing No: _____

LA6-04



DETAIL G



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS WITH A MINIMUM OF 80% DENSITY OF GRASS. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC 4000 GPM SHUT-OFF DEVICE.

MANIFOLDS, LATERALS & VALVES ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES AND SHALL BE ADJUSTED BY THE FIELD.

IRRIGATION AND ORNAMENTAL CONTRACTORS SHALL COORDINATE TREE LOCATIONS AND ROOTBALLS.



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Digitally signed by David L. Smith
DN: cn=David L. Smith, o=GSA DESIGN, ou=Engineering, email=ds@gsadesign.com, c=US
Date: 2023.10.14 09:55:10 -0500

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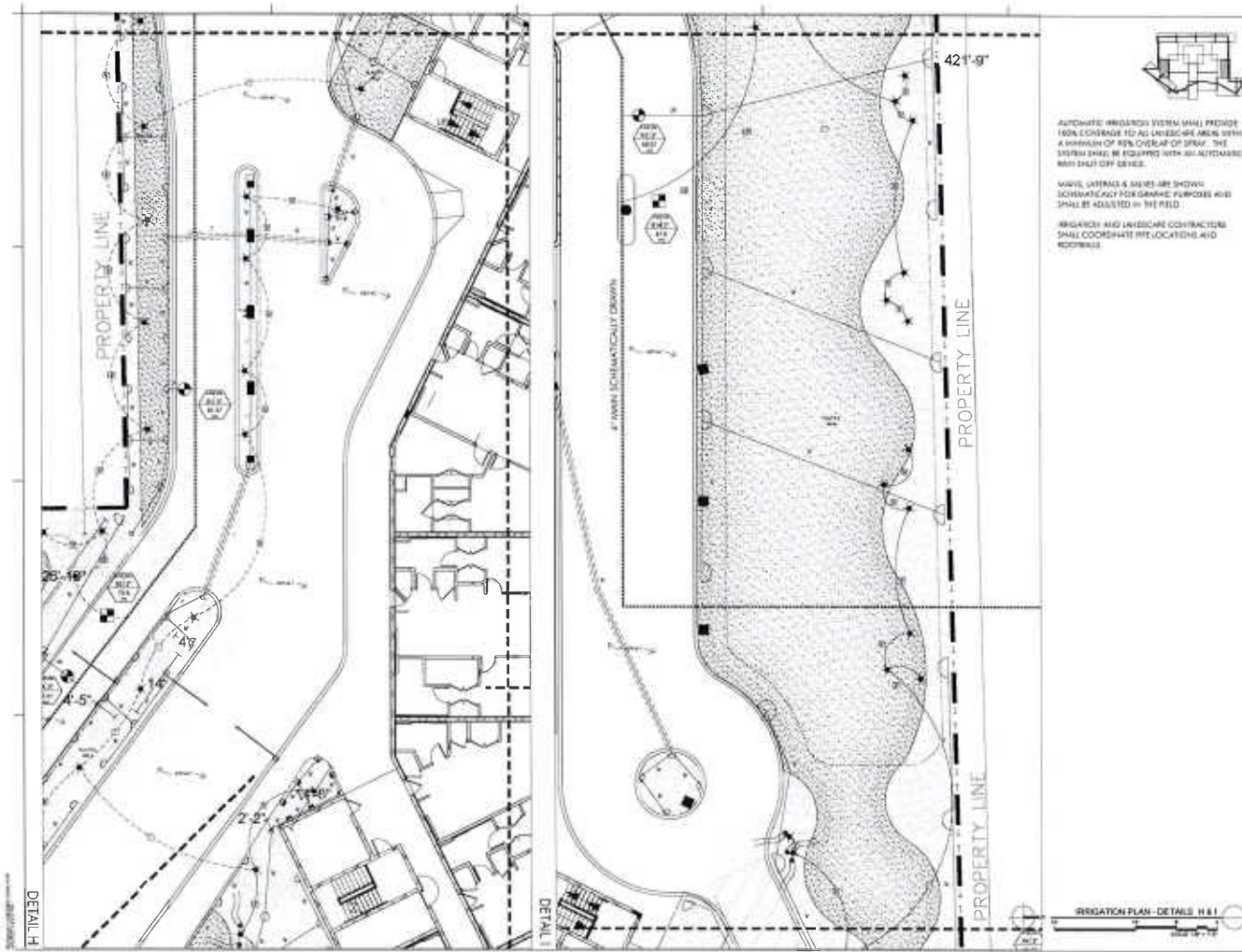
WILSON P&L DEVELOPMENT, LLC
VISTA CLARA APARTMENTS

421 North West Avenue
CORPUS CHRISTI, TEXAS 78401

IRRIGATION PLAN
Sheet 05

Project No. 23-001
Drawing No. LA6-05

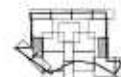
IRRIGATION PLAN - DETAIL G
421'-9"



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE TO ALL UNDEVELOPED AREAS WITH A MINIMUM OF 10% OVERLAP OF SPACES. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC MAIN SHUT OFF VALVE.

MAINS, LATERALS & MAINS ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES ONLY. SHALL BE ADJUSTED IN THE FIELD.

IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE PRE-LOCATIONS AND RELOCATIONS.



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REVISION	DATE	BY	CHKD	APPD
1	01/11/14	DL		
2	01/11/14	DL		
3	01/11/14	DL		
4	01/11/14	DL		
5	01/11/14	DL		
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10	01/11/14	DL		

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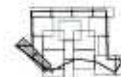
Morgan P.R. DEVELOPMENT, LLC
VISTA CLARA APARTMENTS

441 North Blue Avenue
CERRITOS, CA 94530

IRIGATION PLAN
(Sheet 11 of 11)

Project No. 1406
Drawing No. 1406-06

LA6-06



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS WITH A MINIMUM OF 80% COVERAGE OF GRASS. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN SHUT OFF DEVICE.

MAINT, LATRANS & VALVES ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES AND SHALL BE ADJUSTED IN THE FIELD.

HEIGHTS AND LAIRS/SCHEMATIC DRAWINGS SHALL COORDINATE THE LOCATIONS AND NOTIONS.



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A STANTEC COMPANY
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Wichita, KS 67202-1000
Tel: 316.262.1000
Fax: 316.262.1001



David L. Smith
Professional Engineer
State of Kansas
No. 10000
Exp. 12/31/2018

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	06/11/18	DL	DL
2	FOR CONSTRUCTION	06/11/18	DL	DL
3	FOR RECORD	06/11/18	DL	DL
4	FOR AS-BUILT	06/11/18	DL	DL
5	FOR ARCHIVE	06/11/18	DL	DL

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Wagon Pk. DEVELOPMENT, LLC
YIELD CLAIM AFFIRMATION

627 North Main Street
CHERRY KNOLL, KANSAS
67202

IRRIGATION PLAN

(Sheet 1 of 1)

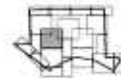
Project No. 18-001

Revision

LA6-07



DETAIL L



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE SUFFICIENT WATER TO ALL LANDSCAPE AREAS WITH A MINIMUM OF RUN DURATION OF 15 MIN. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN SHUT-OFF DEVICE.

MAINS, LATERALS & VALVES ARE SHOWN SCHEMATICALLY FOR ZONING PURPOSES AND SHALL BE ADJUSTED BY THE FIELD.

IRRIGATOR AND LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION AND ROOTBALLS.



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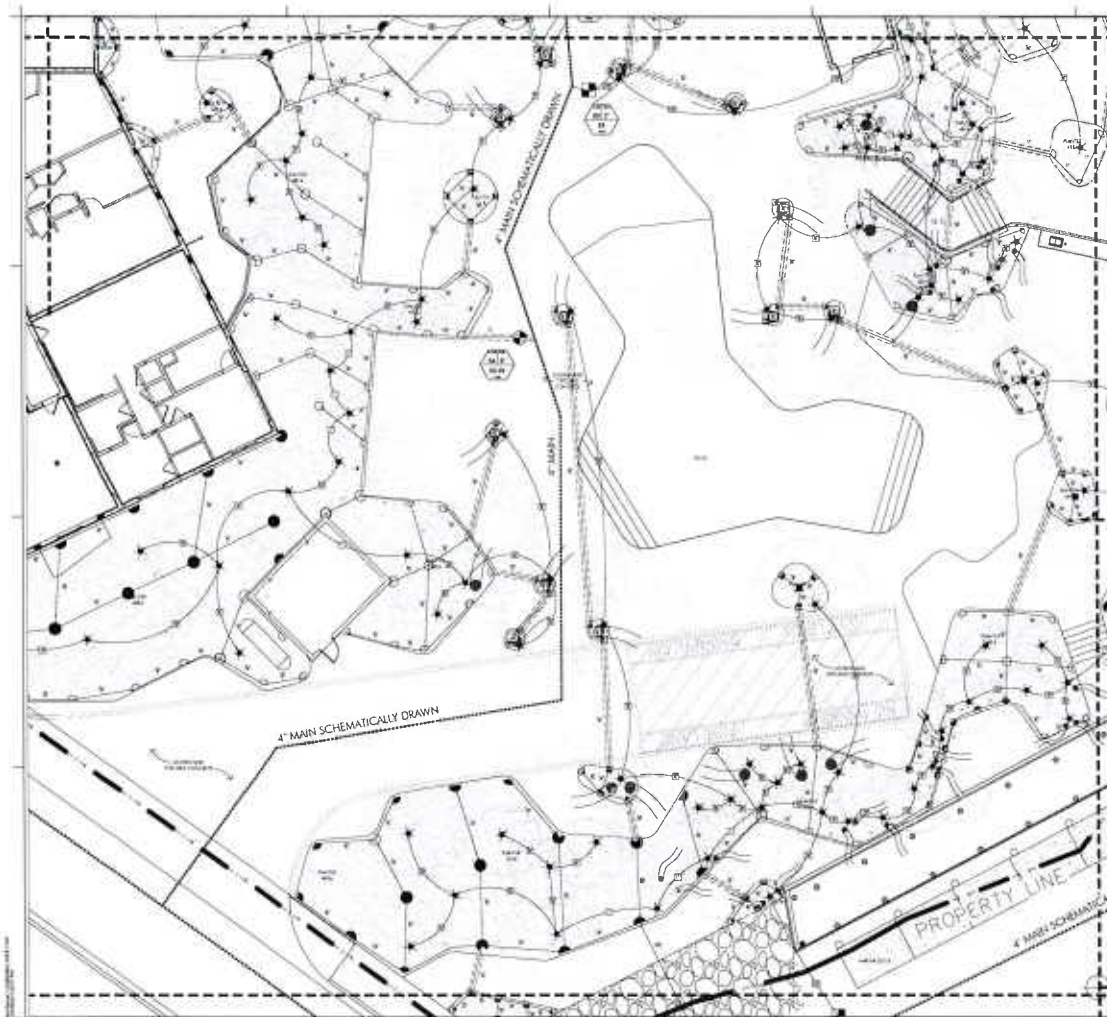
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Suite 1000 Dallas, TX 75243
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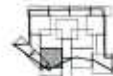
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DETAIL A



AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS WITH A MINIMUM OF 20% OVERLAP OF SPRAY. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN SHUT OFF DEVICE.

WATER, LATERALS AND SOILS ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES AND SHALL BE ADJUSTED IN THE FIELD.

IRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE PIPE LOCATIONS AND DEPTHS.



One & Xcyrne Tower
Morn. Pl. 2012-11-20
Tel: 0202 880 0780

Superior Festival

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[illegible][illegible]

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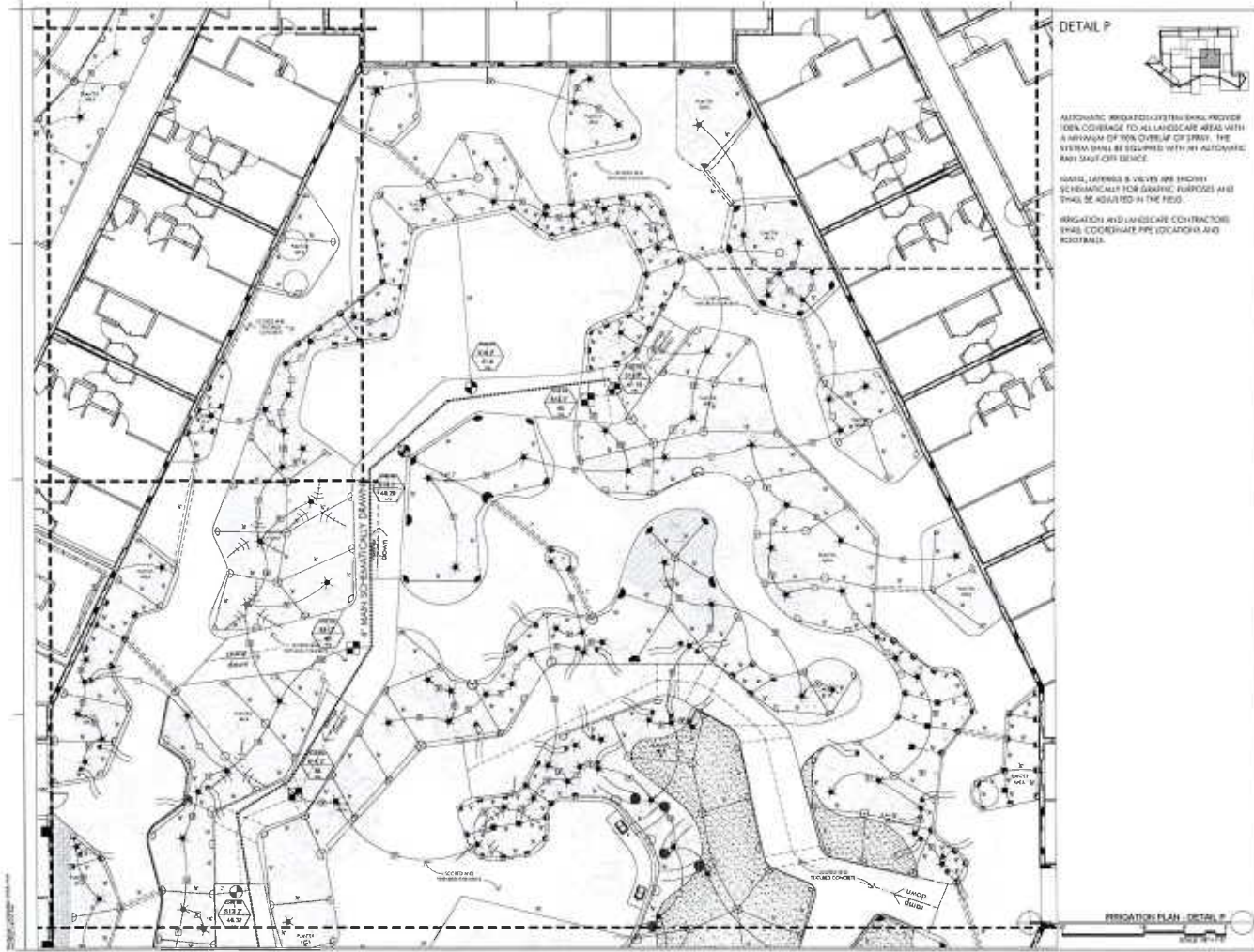
MAINTENANCE DEVELOPMENT
INC.
1875 CLARA AVENUE

401 North Pine Avenue
DORSET BRIDGE, FL 33441

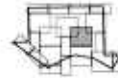
PRODUCTION PLAN

Project/Year	Score
Project/Year	Score

LA6-09



DETAIL P



AUTOMATIC IRRIGATION SYSTEMS SHALL PROVIDE 100% COVERAGE TO ALL LANDSCAPE AREAS WITH A MINIMUM OF 10% OVERLAP OF SPREY. THE SYSTEM SHALL BE EQUIPPED WITH AN AUTOMATIC RAIN SHUT OFF DEVICE.

GRADE, LATERALS & VEGETS ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES AND SHALL BE ADJUSTED IN THE FIELD.

IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE PIPE LOCATIONS AND DEPTHS.



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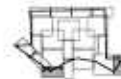
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2	ISSUED FOR CONSTRUCTION	05/01/14	MM	MM
3	ISSUED FOR AS-BUILT	05/01/14	MM	MM
4	ISSUED FOR FINAL	05/01/14	MM	MM
5	ISSUED FOR RECORD	05/01/14	MM	MM
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8	ISSUED FOR REMEDIATION	05/01/14	MM	MM
9	ISSUED FOR RECONSTRUCTION	05/01/14	MM	MM
10	ISSUED FOR REPAIR	05/01/14	MM	MM

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Morgan Field Development
UC WGA CLASS APARTMENTS
45170th Street Austin
78750 BEACH, TX, USA
Title

ANALYSIS PLAN
Project No. 1000
Scale

Drawing No. LA6-11



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MANH, UTILITY & VALVES ARE SHOWN SCHEMATICALLY FOR GRAPHIC PURPOSES AND SHALL BE ADVISED BY THE FIELD.

IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE PER LOCATIONS AND NOTATIONS.



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Rev	Description	By	Date
1	Initial Issue	SG	10/1/10
2	Revised	SG	10/1/10
3	Revised	SG	10/1/10
4	Revised	SG	10/1/10
5	Revised	SG	10/1/10
6	Revised	SG	10/1/10
7	Revised	SG	10/1/10
8	Revised	SG	10/1/10
9	Revised	SG	10/1/10
10	Revised	SG	10/1/10

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Allegan P.E. DEVELOPMENT, LLC
VISTA CLARA APARTMENTS
401 North 30th Avenue
DENVER, CO 80202

IRrigation PLAN
Sheet 1 of 11

Project No. 1000000000

Scale: 1" = 10'-0"

LA6-14



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2022-1546

Agenda Date: 6/6/2023

Status: PUBLIC HEARING - FIRST
READING

In Control: City Commission

Title

P.H. 2023-076: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.28 GROSS ACRES LOCATED AT 201, 221, 231 & 299 FEDERAL HIGHWAY, AND 226-228 NE 9TH AVENUE FROM HIGHWAY BUSINESS DISTRICT (B-2) AND RM-10 RESIDENCE, MULTIFAMILY TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 21-R-195); PROVIDING FOR A MAXIMUM OF 277 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. *(Tabled from October 3, 2022)*

Recommended Action

Commission to vote on Ordinance and set second public hearing for June 20, 2023

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant is requesting approval to rezone the subject parcels from B-2 (Highway Business) and RM-10 (Residence Multi-Family) property to PDD (Planned Development District) under the Deerfield Beach Land Development Code. Pursuant to *Section 98-68.-PDD, planned development district* of the Land Development Code, the rezoning request includes a statement of need, conceptual master plan, as well as proposed property development requirements for which the site development plan shall be in compliance.

On April 6, 2021, the City Commission approved the 2nd reading of Land Use Plan Amendment Application No. #64A approving the change in land use on the subject parcels from Commercial to Residential Irregular – 48.1.

The Applicant has also submitted Plat Application No. 20-P-229 and Site Plan Application No. 21-PDD-02, seeking approval for the proposed development of the subject properties and is pending separate review and approval. The Applicant intends to develop the subject properties into 277 multi-family dwelling units with an attached parking garage and associated on and off-site improvements.

Applicants for rezoning to the PDD district must demonstrate, through a statement of need, that there are unique property characteristics that impede the development of the properties under strict application of the Code, Development is apparent and will enhance economic development strategies of the City.

The Applicant is required by Code to enter into a Development Agreement with the City, which must be approved by City Commission as part of the rezoning. Although the Development Agreement is not within the purview of Planning and Zoning Board, the following summarizes information from the

proposed Development Agreement related to the approval of the rezoning application:

Applicant agrees to the following:

- Open space improvements – development of 3 public nodes and artwork
- Improvements to Eller Drive and NE 4th Street
- Survey and Engineered Plans for Eller Drive for future City improvements
- Sidewalk construction
- Undergrounding of power lines (East and West) of property
- Pet waste stations
- Traffic calming
- Voluntary contribution to the Fire Impact Fee Fund
- Dedication of Right-of-Way on NE 9th Avenue
- New northbound turn lane on Federal Highway
- Extension of existing southbound left turn lane

A traffic impact analysis was submitted for the proposed development and all findings were approved by the City's traffic consultant.

The applicant has made requests to deviate from the Land Development Code through the PDD zoning, which is permitted with the approval of the rezoning application. Summarized changes to this are:

- Increase density to 48.6 units per acre
- Decrease front setback (East) to 10 feet
- Decrease rear setback (West) to 13 feet
- Increase maximum lot coverage to 55%
- Decrease minimum landscape area to 26%
- Reduce required parking spaces to 9 x 18
- Increase in the number of allowable building signs and monument signs

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

UPDATE:

This item was tabled at the October 3, 2022 City Commission Meeting. The applicant has since completed a new traffic study and has received approval from FDOT to install a new northbound turn lane on Federal Highway and an extension to the existing southbound left turn lane. To accommodate these improvements, the applicant was required to resubmit the site plan application to City staff to review a realignment of the Federal Highway entrance of the building. Pending the approval of the first reading of the rezoning application, these improvements and changes to the site plan will be heard separately as part of the site plan approval for application No. 21-PDD-02.

REQUESTED ACTION:

Recommendation to the City Commission on the proposed rezoning with the following condition:

1. Owner / applicant shall execute a Development Agreement with terms as approved by the City Commission.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.28 GROSS ACRES LOCATED AT 201, 221, 231 & 299 FEDERAL HIGHWAY, AND 226-228 NE 9TH AVENUE FROM HIGHWAY BUSINESS DISTRICT (B-2) AND RM-10 RESIDENCE, MULTIFAMILY TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 21-R-195); PROVIDING FOR A MAXIMUM OF 277 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, on April 6, 2021, the City Commission approved Land Use Plan Amendment Application #64A approving the change in land use of approximately 4.28 gross acres of land consisting of five parcels generally described as portions of Lots 4, 8 and 9, block 3 of “DEERFIELD BEACH ESTATES SECTION A” to the plat thereof, as recorded in plat book 39, page 14, of the public records of Broward County, Florida and portion of the southwest ¼ of the southeast ¼ of the southeast ¼ of section 31, township 47 south, range 43 east, Broward County, Florida and located at 201, 221, 231 & 299 Federal Highway, and 226-228 NE 9th Avenue, Deerfield Beach, Florida (collectively, the “Property”) from Commercial to Residential Irregular (48.1 du/acre); and

WHEREAS, CRD Federal, LLC (the “Applicant”) has applied for a rezoning of the Property (Application #21-R-195) from Highway Business District (B-2) and RM-10 Residence, Multifamily to Planned Development District (PDD) (the “Rezoning”); and

WHEREAS, as required by Section 98-68 “PDD, planned development district” of the City’s Land Development Code (the “Code”), the Rezoning application includes a statement of need, conceptual master plan, and proposed property development requirements and is subject to execution of a Development Agreement in compliance with the Code; and

WHEREAS, the Applicant has submitted a master conceptual plan that demonstrates development of the Property into one midrise apartment building consisting of 277 multi-family residential units with an attached garage and associated on-site and off-site improvements (the “Development”); and

WHEREAS, the Rezoning application is being processed concurrently with a Plat Application (Application #20-P-229) and a Site Plan Application (Application #21-PDD-02), seeking plat and site plan approval of the proposed Development of the Property; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on September 1, 2022, as required by Florida Statutes, and recommended approval; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties, and the criteria in Section 98-68(g) of the Code, and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning is consistent with the City of Deerfield Beach Comprehensive Plan designation of Residential Irregular (48.1 dwelling units/acre); and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Planned Development District (PDD).

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. The Rezoning of the Property from Highway Business District (B-2) and RM-10 Residence, Multifamily to Planned Development District (PDD) is hereby approved, subject to the following conditions all of which shall be satisfied by the Applicant prior to the issuance of any building permit: (i) the conditions set forth in the DRC report, dated May 17, 2023, and (ii) execution, and the recording in the public record, of a Development Agreement, in a form approved by the City Attorney, in compliance with Section 98-68 of the Code and providing at a minimum for all of the following:

1. Developer shall underground the existing FPL power lines along Federal Highway and along the west side of the proposed building.
2. Developer shall construct an eight (8) foot sidewalk along the north side of NE 2nd Street from NE 9th Avenue to NE 6th Avenue.
3. Developer shall complete a survey of existing right of way on NE 2nd Street from NE 9th Avenue to NE 6th Avenue.
4. Developer shall, at no cost to the City, construct that portion of NE 2nd Street adjacent to the Property in accordance with the design approved by the City and such improvements shall include two on-street parallel parking spaces available to the public at no charge.
5. Developer to install three public open space nodes at three corners of the Property.
6. Developer shall contribute \$100,000 to the City’s Fire Rescue fund prior to the issuance of the first residential building permit.
7. Developer shall provide for public art at three locations on the Property in accordance with Sections 14-131 through 14-138 of the City Code.

8. Developer shall provide City with engineered construction plans for reconstruction of NE 2nd Street from NE 9th Avenue to NE 6th Avenue that are consistent with the cross-section provided and approved by the City.
9. Developer shall install three (3) pet waste elimination stations on the Property, with one waste station on each of the followings streets: (i) NE 2nd Street; (ii) Federal Highway; and (iii) NE 4th Street.
10. If residents on: (i) NE 8th Ave, (ii) NE 8th Terrace, or (iii) NE 9th Ave, and the City Commission agree to traffic calming improvements in accordance with the applicable City Code provisions, Developer shall pay for the cost of material and installation related to the City approved traffic calming improvements.
11. Developer shall install and pay for a new northbound left turn lane on Federal Highway into the Property, as approved by FDOT.
12. Developer shall apply for, install, and pay for an extension of the existing Southbound left turn lane at the intersection of Federal Highway and NE 2nd Street, subject to approval by FDOT and Broward County.
13. Developer shall apply for, install, and pay for a left turn arrow signal on the southbound traffic signal at the intersection of Federal Highway and NE 2nd Street, subject to approval by FDOT and Broward County.
14. Compliance with the PDD property development regulations approved as part of this Rezoning application and that are specific to this Property.

Section 3. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

May 22, 2023

Dear Property Owner:

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

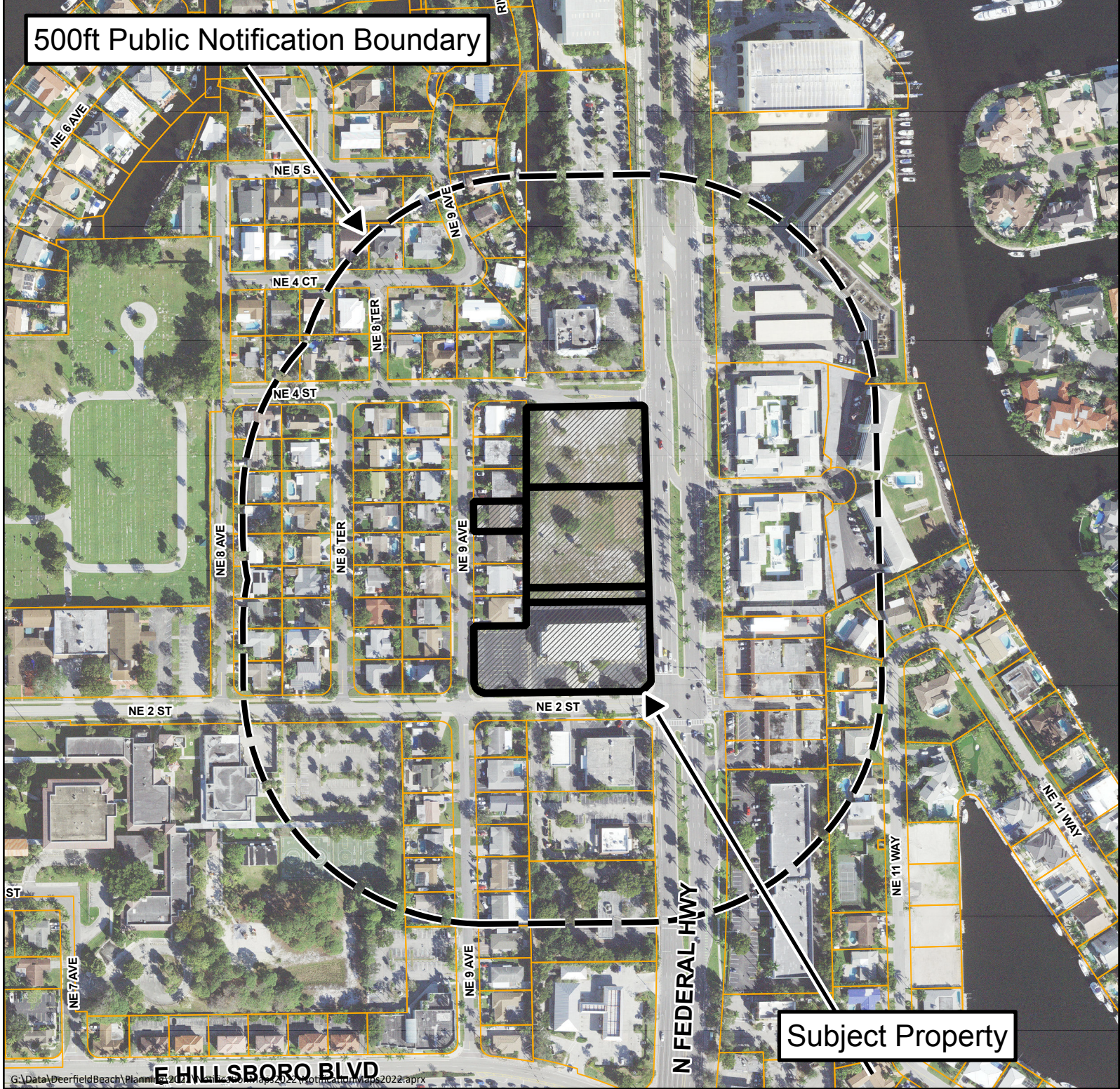
P.H. 2023-076: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 4.28 GROSS ACRES LOCATED AT 201, 221, 231 & 299 FEDERAL HIGHWAY, AND 226-228 NE 9TH AVENUE FROM HIGHWAY BUSINESS DISTRICT (B-2) AND RM-10 RESIDENCE, MULTIFAMILY TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 21-R-195); PROVIDING FOR A MAXIMUM OF 277 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

A public hearing will be held on **TUESDAY, JUNE 6, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas on May 26, 2023 or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Heather Montemayor, CMC, City Clerk

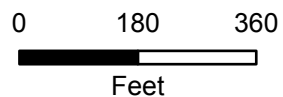


Public Hearing Notice Map

Rezoning Application No. 21-R-195

**201, 221, 231, & 299 Federal Highway
226-228 NE 9th Avenue**

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





DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☐ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☒ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: Deerfield Beach Apartments

Property Owner: CRD Federal LLC and CRD 201 N. Federal LLC

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Greenspoon Marder LLC / Dennis D. Mele, Esq.

Address of Property: 201, 221, 231 and 299 Federal Highway and 226-228 NE 9 Avenue

Legal Description of Property (lot, block, tract, subdivision): See attached survey.

Description of Project: The Applicant is requesting a rezoning to PDD and site plan approval for an apartment development location at the northwest corner of Federal Highway and NE 2nd Street.

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>B-3 and RM-10</u>	Future Land Use Category:	<u>Irregular(48.6) Residential</u>
Existing Use:	<u>Office, vacant</u>	Proposed Use:	<u>Apartments</u>
Lot Area (acres):	<u>4.29 acres</u>	Number of Dwelling Units (proposed):	<u>277 dwelling units</u>
Sq. Ft. of Structure (existing):	<u>2,558 SF residential and 28,683 SF office</u>	Sq. Ft. of Structure (proposed):	<u>485,907 sq. ft.</u>

Agent Signature: _____

Name Printed: Dennis D. Mele

Address: 200 E. Broward Blvd., Suite 1800, Ft. Lauderdale, FL 33301

Telephone: (954) 649-7711

Email: dennis.mele@gmlaw.com

Owner Signature: _____

See attached for 2 owners

Name Printed: _____

Address: _____

Telephone: _____

Email: _____

DEVELOPMENT PLAN APPLICATION
DEERFIELD BEACH APARTMENTS

OWNER SIGNATURE:

CRD FEDERAL LLC By: CRD FEDERAL MANAGER LLC By:  Name: <u>MICHAEL SLAVEN</u> Title: <u>MANAGER</u> Address: 225 West Hubbard Street Chicago, IL 60610-4416 Telephone: (312) 832-2500 Email: mslaven@centrumrd.com	CRD 201 N. FEDERAL LLC By: CRD FEDERAL MANAGER LLC By:  Name: <u>MICHAEL SLAVEN</u> Title: <u>MANAGER</u> Address: 225 West Hubbard Street Chicago, IL 60610-4416 Telephone: (312) 832-2500 Email: mslaven@centrumrd.com
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For Office Use Only
Application No.: _____
Submittal Date: _____

ATTACHMENT E APPLICATION FOR REZONING

Pursuant to Code Section 98-12.

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

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

REQUIRED SUBMITTALS

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

- ☐ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **(2) 24"x 36" and (1) 11"x 17" Copies of Current & Up-to-Date Boundary Survey** meeting the requirements of Code Section 98-13(8)(b).
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT A SPECIFIC STATEMENT IN RESPONSE TO EACH OF THE REQUIREMENTS ON THE FOLLOWING PAGES

A. PROPOSED REZONING

Current Zoning District(s): B-3 and RM-10 Proposed Zoning District(s): PDD

Site Area (Gross Acres): 4.29 acres

Is this request in connection to a Development Plan Application? ☐ Yes ☐ No

Reason for the requested rezoning: This rezoning is necessary for the zoning on the property to be consistent with the Irregular (48.6) Residential land use designation on the property.

[illegible]

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

(Attach additional page(s) if more space is needed).

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning:
The proposed zoning change is consistent with the land use plan designation on the property.
Properties in the surrounding area are also zoned for residential use. The City
has not required any preconditions to the rezoning that would cause this rezoning
to be considered contract zoning.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan:
The PDD Design Guidelines that are included with this application demonstrate that the
proposed rezoning is consistent with the Goals, Objectives and Policies of the
City's Comprehensive Plan.

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary:

The PDD Design Guidelines that are included with this application demonstrate that the

there is a need for this rezoning based on changes that have occurred in the City and the surrounding area.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities:

The PDD Design Guidelines that are included with this application demonstrate that the

proposed development plan will not adversely influence residential living conditions in the adjacent and surrounding communities.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning:

The PDD Design Guidelines that are included with this application demonstrate that the proposed zoning and resulting development is designed to be compatible with and enhance the surrounding area and the City as a whole.



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	21-R-195
Project Name:	Centrum Deerfield aka Axis Deerfield Rezoning
Applicant:	CRD Federal, LLC
Agent:	Greenspoon Marder
Requested Action/Description:	Rezoning application seeking approval to rezone the subject parcels from B-2 (Highway Business) and RM-10 (Residence Multi-Family) property to PDD (Planned Development District).
Location:	201-299 N Federal Highway and 226-228 NE 9 th Avenue.
Legal Description:	The properties are generally described as portions of Lots 4, 8 and 9, block 3 of "DEERFIELD BEACH ESTATES SECTION A" to the plat thereof, as recorded in plat book 39, page 14, of the public records of Broward County, Florida and portion of the southwest ¼ of the southeast ¼ of the southeast ¼ of section 31, township 47 south, range 43 east, Broward County, Florida,
Size:	4.2 net acres (185,657 square feet)
Existing Zoning:	B-2 (Highway Business, RM-10 Residence Multi Family)
Existing Land Use:	Vacant
Future Land Use Plan Designation:	Residential Medium

Surrounding Land Use and Zoning:

	<u>Existing Land Use</u>	<u>Zoning</u>
North:	Commercial	B-2 (Highway Business)
East:	Multi-Family Residential	RM-25 (Residence, Multi-Family)
South:	Commercial	B-2 (Highway Business)
West:	Multi-Family Residential	RM-10 (Residence, Multi-Family)

Applicable Regulations:

City of Deerfield Beach Land Development Code

Plat Restrictions:

Proposed Plat is “restricted to 277 mid-rise units”.

Department Comments & Requirements

REQUEST:

The Applicant is requesting approval to rezone the subject parcels from B-2 (Highway Business) and RM-10 (Residence Multi-Family) property to PDD (Planned Development District) under the Deerfield Beach Land Development Code. Pursuant to *Section 98-68.-PDD, planned development district* of the Land Development Code, the rezoning request includes a statement of need, conceptual master plan, as well as proposed property development requirements for which the site development plan shall be in compliance.

BACKGROUND:

On April 6, 2021, the City Commission approved the 2nd reading of Land Use Plan Amendment Application No. #64A approving the change in land use on the subject parcels from Commercial to Residential Irregular – 48.1

The Applicant has also submitted a Plat Application No. 20-P-229 and a Site Plan Application No. 21-PDD-02, seeking approval for the proposed development of the subject properties and is pending separate review and approval. The Applicant intends to develop the subject properties to 277 multi-family dwelling units with an attached parking garage and associated on and off-site improvements.

Applicants for rezoning to PDD district must demonstrate, through a statement of need, that there are unique property characteristics that impede the development of the properties under strict application of the Code, development is apparent and will enhance economic development strategies of the City.

The Applicant is required by Code to enter in to a Development Agreement with the City, which must be approved by City Commission as part of the rezoning. Although the Development Agreement is not within the purview of Planning and Zoning Board, the following information from the agreement is related to the approval of the rezoning application:

Applicant agrees to the following:

- Open space improvements – development of 3 public nodes and artwork
- Improvements to Eller Drive and NE 4th Street
- Survey and Engineered Plans for Eller Drive for future City improvements
- Sidewalk construction

- Undergrounding of power lines (East and West) of property
- Pet waste stations
- Traffic calming
- Voluntary contribution to the Fire Impact Fee Fund
- Dedication of Right-of-Way on NE 9th Avenue
- New northbound turn lane on Federal Highway
- Extension of existing southbound left turn lane

A traffic impact analysis was submitted for the proposed development and all findings were approved by the City's traffic consultant.

The applicant has made requests to deviate from the Land Development Code through the PDD zoning, which is permitted with the approval of the rezoning application. Changes to this are:

- Increase density to 48.6 units per acre
- Decrease front setback (East) to 10 feet
- Decrease rear setback (West) to 13 feet
- Increase maximum lot coverage to 55%
- Decrease minimum landscape area to 26%
- Reduce required parking spaces to 9 x 18
- Increase in the number of allowable building signs and monument signs

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

UPDATE:

This item was tabled at the October 3, 2022 City Commission Meeting. The applicant has since completed a new traffic study and has received approval from FDOT to install a new northbound turn lane on Federal Highway and an extension to the existing southbound left turn lane. To accommodate these improvements, the applicant was required to resubmit the site plan application to City staff to review a realignment of the Federal Highway entrance of the building. Pending the approval of the first reading of the rezoning application, these improvements and changes to the site plan will be heard separately as part of the site plan approval for application No. 21-PDD-02.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan.

The proposed Future Land Use (FLU) Map designation identifies the site as Residential Irregular (48.1du / ac). The rezoning to PDD (Planned Development District) will facilitate residential uses in compliance with the proposed Deerfield Beach Comprehensive Plan FLU designation. The request provides for additional housing opportunities within the City, consistent with the GOPs of the Deerfield Beach Comprehensive Plan.

2. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning.

The property is proposed to be rezoned to PDD (Planned Development District) and development thereon will be subject to the development requirements proposed within the rezoning report and development agreement which will accompany the

rezoning. The site plan application must comply with the requirements as set forth in the development requirements in the rezoning report.

The predominant land use of the surrounding area, specifically within 500 feet of this property, is single family residential to the west, multi-family to the east, commercial to the south, and north. The proposed PDD zoning is compatible with the adjacent and neighboring uses and zoning.

3. Compliance with Land Development Code Section 98-68. – PDD, planned development district.

(1) The development and redevelopment of properties is apparent;

The applicant is proposing to redevelop the subject parcels into a 277 multi-family residential neighborhood with a parking garage and residential amenities. The applicant has submitted additional applications to accommodate the proposed rezoning, including a site plan demonstrating improvements to Eller Drive and NE 4th Street, undergrounding of powerlines and public space. The master conceptual plan is included within the PDD report.

(2) The development and redevelopment of properties shall enhance the economic development strategies of the City of Deerfield Beach; and

The existing use is vacant land. The redevelopment of the parcels into multi-family will create additional housing options for existing residents. The mix of units and the proximity of the subject site to Pioneer Grove expands opportunities for a greater range of housing and neighborhood choices to attract new residents. The proposed undergrounding improvements benefit adjacent property owners. Improvements to Eller Drive benefit the surrounding community and Deerfield Beach Elementary.

(3) The development of properties with unique property characteristics, natural or man-made, that impede the development of these properties under the strict application of the regulations of the Land Development Code.

The existing zoning designations for the parcels are RM-10, and B-2. Rezoning the properties to PDD will unify the zoning district and permit a density consistent with the Irregular (48.1) Residential land use designation. The PDD proposes alternatives to the standard development regulations of the existing zoning designations, such as maximum height and setbacks, to enable the development of 277 residential units.

SUMMARY & REQUIREMENTS

The purpose of the PDD district is to enable quality development for properties that due to size or characteristics of the property, other implements of zoning regulation provided in the Code would result in under-utilized or undeveloped property. Staff's review of application 21-R-195 has determined that the rezoning of the subject properties to PDD (Planned Development District) will further the goal of the City to unify the zoning of all parcels and make the zoning on the property compatible with the land use designation. Additionally, the proposed rezoning complies with the rezoning qualifications as set forth in *Section 98-68.-PDD, planned development district* of the Code.

Should the City Commission decide to approve the rezoning application, Staff recommends the following Conditions of Approval:

1. Owner / applicant shall enter into a Development Agreement, approved by the City Commission for the following:
 - Open space improvements – development of 3 public nodes and artwork
 - Improvements to Eller Drive and NE 4th Street
 - Survey and Engineered Plans for Eller Drive for future City improvements
 - Sidewalk construction
 - Undergrounding of power lines (East and West) of property
 - Pet waste stations
 - Traffic calming
 - Voluntary contribution to the Fire Impact Fee Fund
 - Dedication of Right-of-Way on NE 9th Avenue
 - New northbound turn lane on Federal Highway
 - Extension of existing southbound left turn lane
2. The Owner / Applicant shall submit evidence the Broward County Planning Council has recertified the City's Land Use Plan as consistent with Broward County's Land Use Plan due to the City's adoption of Future Land Use Plan Amendment Application #64A (Ordinance 2021/004) and complete the conditions of approval as stated in the Ordinance which are as follows:
 1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of \$138,500.00 to be used by the City towards the City's affordable housing program.
 2. Prior to or along with the initial submittal of the Development Agreement as required under Section 98-68. PDD, planned development district of the Land Development Code, the applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application.
 3. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from Florida Power & Light (FP&L) that acknowledges the applicant's request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FP&L, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities.
 4. Prior to the issuance of the first residential building permit for the project, Applicant shall record a restrictive covenant in the public records of Broward County, in a form approved by the City Attorney, prohibiting the use of the property as a residential treatment center and such recorded covenant shall be submitted to the city.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Centrum Rezoning (Federal & Eller, DFB Apt.)	Application No.:	21-R-195
Reviewer Name:	Eric Power	Project Address:	201, 221, 231, 299 N. Federal Hwy & 226-228 NE 9 Ave.
Department/Division:	Planning & Zoning		
Position:	Planning Director		
Date of Review:	4/21/2022		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	Provide list of exhibits on Table of Contents.
1a.	Comment addressed.
2.	The PDD report submitted for the rezoning must be provided in final form. Remove references to drafts within text and explanations, as well as watermarks.
2a.	Comment addressed.
3.	Change Project Name from "Deerfield Beach Apartments".
3a.	Comment addressed.
4.	Maps included with Exhibits should be formatted correctly. Also, the labels for the zoning district must call-out existing zoning for the RM-10 properties and the B-2 properties separately to clearly delineate designation for each property.
4a.	Comment addressed.
5.	Section 1, C. Purpose and Intent (and throughout the report). The applicant must provide full explanation as to how the proposed development meets the purpose of the PDD zoning district pursuant to the Code. City Commission approval of the land use plan amendment is not sufficient justification for the rezoning. Revise language to address the PDD zoning district specifically, and how the scope meets the intent and criteria of the district.
5a.	Comment addressed.
6.	Page 3, Section D Statement of Need (2): Provide reference to specific strategies as listed in the City of Deerfield Beach Citywide Economic Development Strategy (2016). See link: http://www.deerfield-beach.com/DocumentCenter/View/10641/Economic-Development-Strategies?bidId=
6a.	Comment addressed.
7.	Page 3, Section D Statement of Need (2): The property is located within the Coastal

Development Plan Application Comments

	Community Special Architectural District, not Pioneer Grove (which is listed as the architectural design intent). Revise language to reflect correct architectural district.
7a.	Comment addressed.
8.	Page 4, Section D Statement of Need (3): Remove references to the adoption of the LUPA, history of the land development code, and the need for housing in the City as they aren't applicable to the criteria. If the applicant prefers to elaborate on the inconsistencies of the two existing zoning designations for the different parcels, that's fine but responses must adequately explain how the existing regulations impede the development of the parcels due to the unique characteristics of the parcels.
8a.	Comment addressed.
9.	Remove the draft of the Development Agreement from the Exhibits as this is approved by City Commission as a separate item. Reference and explanation may be provided in Section E to the development agreement, but it shouldn't be in the report.
9a.	Comment addressed.
10.	Remove draft declaration of restrictive covenants for affordable housing from the Development Agreement.
10a.	Comment addressed.
11.	Page 6, Section 2 B. Development Requirements: The justifications provided throughout the table must directly respond to each request (i.e. setbacks, lot coverage, etc.), and provide response on how additional features are proposed along adjacent properties to mitigate any negative effects. Min. Unit Size: Provide justification for reduction in unit size for 1 bedroom. Site plan conflicts with rezoning report. Remove language for maximum FAR as it isn't applicable. Provide justification as to the request to reduce the minimum parking dimensions to permitted by Code as all parking spaces are proposed to be compact. The applicant needs to confirm if there are requests to seek additional signage beyond the Code. If there are no requests for signage and the applicant intends on complying with the sign chapter, it must be removed from the table. "TBD" is not sufficient response.
11a.	Comments addressed.
12.	Page 9, Section C Landscape Requirements: Revise section to include a table similar to the previous section for the development requirements. All landscape requirements, as well as any deviations and justification must be included for the B-2 zoning district.
12a.	Comment addressed.
13.	Page 10, Section 3 (A): Most of the FLU policies aren't applicable to the scope of work for this application as they concern public facilities, utilities, level of service standards, and subdivision regulations. Revise response and provide policies applicable to this development.
13a.	Comment addressed.

Development Plan Application Comments

14.	Page 11, Section 3 (B): While applicant may repeat certain explanation when applicable, responses must be provided to each criterion as it's not sufficient to refer to other sections.
14a.	Comment addressed.
15.	Page 11, Section C: Provide correct reference to Pioneer Grove (not Park).
15a.	Comment addressed.
16.	Page 12, Section E: Explanation does not sufficiently address criterion. Revise explanation.
16a.	Comment addressed.
17.	Page 12, Section F: Explanation does not sufficiently address criterion. Revise explanation.
17a.	Comment addressed.
18.	Page 13, Section H: Additional explanation must be provided for the onsite open space and recreational amenities, and how the spaces will be programmed.
18a.	Applicant listed "not applicable". However, public spaces have been provided on the corners of the building that meet Eller and are encouraged to be increased at 4 th and Eller.
18b.	Comment addressed.
19.	Section 5: Language related to site plan modifications will be revised upon additional review of the application and site plan.
19a.	Note, this must be amended to state provided that no proposed modification reduce a property development requirement as stated in Section 2.
20.	Exhibit A: Survey is not legible and difficult to read. Submit clear survey included within report on 11x17 size sheet. Only provide one survey as part of the exhibit.
20a.	Comment addressed.
21.	Exhibits B and C must provide full page of the zoning maps.
21a.	Comment addressed.
22.	Exhibit D: Remove Draft of Development Agreement and submit under separate cover.
22a.	Comment addressed. However, it is still stated that it is part of this document on page 7.
23.	Exhibit: F Conceptual Plan must provide additional detail and reflect the proposed standards as included in the PDD development requirements.
23a.	Comment addressed.
24.	Provide waste/trash removal operations plan and apron along NE 4 th Street for sanitation trucks. This area must be landscaped.
24a.	Comment noted, to be addressed in the site plan.
25.	Per the Conditions of Approval for the LUPA, the following must be included in the rezoning and site plan applications as applicable. 1. Prior to issuance of the first residential building permit, the applicant shall pay the City five hundred dollars (\$500) per dwelling unit for the maximum allowable 277 dwelling units on the property per the Residential Irregular (48.6) land use designation in the total amount of \$138,500.00 to be used by the City towards the City's affordable housing program.

Development Plan Application Comments

	2. Prior to or along with the initial submittal of the Development Agreement as required under <i>Section 98-68. PDD, planned development district</i> of the Land Development Code, the applicant will fully detail the improvements along NE 2nd Street (NE Eller Street), between Federal Highway and NE 6th Avenue. Public benefits are required to be demonstrated as part of the rezoning application. 3. Prior to or along with the initial submittal of the rezoning and site plan applications, the City must receive documentation from Florida Power & Light (FP&L) that acknowledges the applicant's request to underground powerlines along western property line. If the applicant is unable to reach an agreement with FP&L, the applicant recognizes that they must maintain a sufficient landscape buffer and building setback along the western property line that does not impact the above ground utilities. 4. Prior to issuance of the first residential permit for the project, Applicant shall record a restrictive covenant in the public records of Broward County, in a form approved by the City Attorney, prohibiting the use of the Property as a residential treatment center and such recorded covenant shall be submitted to the City. Condition No. 4 must also be included within the Development Agreement.
25a.	Comment noted, to be included in the Development Agreement.
26.	Submit recorded copy of the restrictive covenant for affordable housing and evidence the County has recertified the City's land use plan per the approvals issued for LUPA #64A. Applicant shall acknowledge in their response they are aware this item will not be scheduled for any public hearing until such time as this comment is satisfied.
26a.	Comment addressed.
	NEW COMMENT FROM 2 nd Submittal
27.	In several instances the zoning district is referred to as RM-20, when the zoning is RM-10.
28.	Comment addressed.

B.

SITE PLAN:	
1.	Site plan included within report does not demonstrate proposed property development requirements and is not sufficient for submittal of the rezoning report. Revise site plan included within rezoning report to demonstrate applicable dimensional requirements as proposed.
1a.	Comment addressed, note changes to the site plan, must be updated to this plan as necessary.
2.	Provide additional information on public benefits, dog park and amenities proposed.
2a.	Comment addressed.
3.	Proposed plazas will be discussed during DRC meeting.
3a.	The plaza at Federal and 4 th should be increased.

Development Plan Application Comments

C.

ADDITIONAL COMMENTS:	
1.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is required to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant must invite all properties within 500 feet of the subject site.
1a.	Comment noted.
2.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
2a.	Comment noted.
3.	The Project coordinator shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
3a.	Comment noted.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Deerfield Beach Apts. - Rezoning	Application No.:	21-R-195
Reviewer Name:	Harold Hoyte	Project Address:	299 N Federal Hwy.
Department/Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	1/22		
Submittal No.:	3		

D. LANDSCAPE PLAN:	
1.	Insufficient information is included in the rezoning application with respect to the proposed PDD landscape regulations. No comments are able to be made at this time. Refer to Planning & Zoning comments regarding requirements for landscape regulations. Comments will be forthcoming on resubmittal.
1.a	Comment addressed 2/18/22.
2.	Note, until the site landscape plan comments are approved, the comments for the rezoning will remain as pending.
2.a	Landscape comments have been satisfied. Applicant is requesting any deviation from the landscape code; these deviations are noted in the Design Guidelines.

DEERFIELD BEACH APARTMENTS

PLANNED DEVELOPMENT DISTRICT

DESIGN GUIDELINES

September 2021

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SECTION 1

Introduction

A. Property Description

The property that is the subject of this rezoning is comprised of 4.2+/- acres located at the northwest corner of Federal Highway and NE 2nd Street in the City of Deerfield Beach (“City”). The legal description and survey of the property are provided in **Exhibit A**. The majority of the property is vacant and the remainder is developed with an aging office building and a duplex.

B. Project Description

The Applicant is requesting a rezoning from B-2 and RM-10 to Planned Development District (PDD) in order to redevelop the property with a 277-unit multi-family residential development. See existing and proposed zoning maps, **Exhibit B** and **Exhibit C**, respectively.

The proposed development consists of a 5-story building with an attached parking garage. The primary access to the property is from one (1) driveway on Federal Highway that leads directly to the gated parking garage. A secondary access to the property is provided on NE 2nd Street for deliveries, ride share vehicles and the leasing office.

Amenities in the development include but are not limited to pool, courtyard, exercise gym, and dog park. Community enhancement elements are also included in the design such as public plazas that anchor the southeast and southwest corners of the development that are linked by an expanded landscape buffer and sidewalk to enhance the pedestrian experience. The development will also provide for underground utility lines on the east and west sides that will harden the utility grid in this area.

C. Purpose and Intent

The purpose of the PDD zoning district as stated in Sec. 98-68 of the City’s Land Development Code (“LDC”) is as follows:

The purpose of the planned development district (“PDD”) is to enable quality development for properties that due to the size or characteristics of the property, other implements of zoning regulation provided in the Land Development Code would result in under-utilized or under-developed property. The sites must demonstrate that they have unique property considerations, and that rezoning of property to the PDD district would provide a public benefit that would not otherwise be permitted if all regulations governing the land use and development of the site had to be met. The PDD district is intended to provide the flexibility to enable innovative design, while requiring a design that ensures that the

development is compatible with surrounding existing development and public infrastructure.

The City Commission approved an amendment to the land use designation for the majority of this property from Commercial and RM-10 to Irregular (48.6) Residential which permits 277 dwelling units. The current office, duplex and vacant land on the property would leave the property under-utilized and under-developed. Due to the size of the property, there is no other conventional zoning designation in the City's LDC that would realize the development potential for the property consistent with the Irregular (48.6) Residential land use designation. The rezoning to PDD will provide for public benefits including hardening the electric utility grid, and upgraded pedestrian amenities that would not be financially feasible with a lower density zoning designation due to the high land costs along the Federal Highway corridor. The PDD zoning will provide for an aesthetically pleasing architectural design that is consistent with the coastal design theme and is appropriate for this location at an important gateway to the City.

The development will include a number of sustainable development practices that will help to minimize the impact on public infrastructure systems and improve environmental quality. The sustainable development elements include the following:

- Lockable bike racks/storage
- Public transportation access
- Electric vehicle "EV" charging station
- SEER 16 AC equipment or better
- Energy Star rated appliances
- Energy Star rated exhaust fans
- CO2 detectors in each unit
- Non-HCFC refrigerants
- Exterior lighting to be Energy Star rated or LED bulbs
- Exterior light fixtures to be dark sky compliant
- Interior light fixtures to be Energy Star rated or fitted with fluorescent bulbs with Energy Star label or LED bulbs
- Energy Star qualified ceiling fans
- Low-flow toilets, shower fixtures and faucets
- No unvented combustion appliances
- Low VOC paint, adhesives and sealants
- Green Label Plus flooring
- Drought tolerant as well as native plant material
- Water reuse for irrigation when available
- Roof framing at 24" O.C. or greater
- All drop soffits and fascia to be framed with light gage framing at greater than 16" O.C.
- Using post-consumer recycled content or post-industrial content where feasible

D. Statement of Need

(1) The development and redevelopment of properties is apparent.

On April 6, 2021, the City Commission approved a land use plan amendment that changed the land use plan designation on the majority of the property from Commercial and Residential to Irregular (48.6) Residential. The remainder of the property is designated Residential Moderate (10). The Irregular (48.6) Residential designation allows for redevelopment of the property with a maximum of 277 dwelling units. The applicant is not requesting any additional dwelling units for the portion designated Residential Moderate (10). This rezoning and associated site plan implement the land use plan amendment approved by the City Commission.

(2) The development and redevelopment of properties shall enhance the economic development strategies of the City of Deerfield Beach.

The majority of the property is vacant and the remainder is developed with an aging office building and a duplex. The property is located adjacent to Federal Highway, one of the busiest corridors in the City, and is one of the only vacant parcels along the corridor. In addition, the property is one of the first properties at the northern Federal Highway gateway to the City. This PDD rezoning will facilitate redevelopment of an underutilized property with a distinctive residential building that will present a positive first impression for visitors to the City. The redevelopment plan will support the City's economic development strategies by increasing tax revenues and helping to create a vibrant community with attractive housing alternatives for residents who rely more on mass transit rather than single occupancy vehicles.

The property also has frontage on NE 2nd Street. The segment of NE 2nd Street between NE 2nd Avenue and NE 6th Avenue is in the Pioneer Grove or Old Downtown Deerfield Beach area of the City and is just a few block from the property. Although the property is not located in Pioneer Grove, it supports City's redevelopment of this area by providing additional residents to support future economic growth in the area and provides a wayfinding element at the intersection of Federal Highway and NE 2nd Street. The development also supports the design principles of Pioneer Grove by providing residential units in walking distance of employment, recreation and shopping with a primary orientation towards mass transit.

(3) The development of properties with unique property characteristics, natural or man-made, that impede the development of these properties under the strict application of the regulations of the Land Development Code.

The property currently has two (2) different zoning designations: B-2 and RM-10. This zoning pattern is inconsistent with the Irregular (48.6) Residential land

use plan designation that was recently approved by the City Commission on the property. This PDD will create a unified development for the property and provide additional residential units needed to accommodate the City's future population growth. The majority of the City's Land Development Code was adopted around the year 2000 and most of the residential zoning districts are conventional districts based on a suburban development concept. As the City nears buildout but continues to face the pressures of continued population growth, it must find ways to accommodate residential development at higher densities in a responsible manner. There is limited vacant land in the City to accommodate the needed dwelling units and provide for a variety of dwelling unit types in the City. The conventional zoning districts in the City's Land Development Code are not well suited to this property due to the small size and high land values along the Federal Highway corridor. The conventional zoning districts that are available in the Land Development Code do not allow sufficient density for a financially viable redevelopment opportunity. This rezoning will provide for a high-quality compact urban design at a primary gateway to the City and at a gateway to the Pioneer Grove area. The rezoning will also provide for a development with a range of unit sizes and urban elements such as structured parking, exceptional amenities, access to transit, and pedestrian connectivity to surrounding uses.

E. Development Agreement

Section 98-68(c) of the City Land Development Code requires a development agreement, including a statement of need, to be considered by the city commission in conjunction with the rezoning application demonstrating that the development plan has provided for or complied with the following:

- (1) A higher level of connectivity via vehicular, pedestrian, and bicycle access to surrounding land uses, areas of public activity, mass transit, and the city as a whole.
- (2) Opportunities either regionally or on-site to provide for affordable or senior designated housing.
- (3) Energy efficient and green building design including, but not limited to, use of reclaimed water, solar energy systems, use of green roofs and green walls, and other measures that will relieve pressure on public and private utility systems, and reduce pollution and urban heat islands.
- (4) A high quality of design and materials that is integrated throughout the site and will be complimentary to and enhance the surrounding neighborhood and the city as a whole.
- (5) The preservation and enhancement of desirable site characteristics, natural or manmade, including, but not limited to, vegetation, geological features, and historical features.
- (6) More useable and suitably located public open space and amenities.

A draft Development Agreement is included as **Exhibit D**. The Development Agreement outlines the Applicant's commitments that support the purpose of the PDD zoning district and create a high quality development that will enhance the surrounding neighborhood and the City as a whole. In addition, this Development Agreement specifies that all current and future owners agree to be jointly regulated and bound by the PDD regulations, as adopted by the City Commission.

As part of the land use plan amendment for the property, the Applicant volunteered to contribute \$500.00 per dwelling unit toward the City's affordable housing programs. The Applicant's intent to comply with that condition is stated in the Declaration of Restrictive Covenants provided as **Exhibit E** and must be recorded prior to recertification of the recent land use plan amendment on the property. The Development Agreement and Declaration of Restrictive Covenants will be recorded in the public records prior to the issuance of a building permit for the development.

SECTION 2

Property Development Requirements

A. CONCEPTUAL MASTER PLAN

The Conceptual Master Plan is provided in **Exhibit F** and reflects a total of 277 dwelling units in accordance with the Irregular (48.6) Residential City land use plan designation on the property.

B. DEVELOPMENT REQUIREMENTS

The PDD zoning district does not provide for set dimensional regulations such as minimum lot size, height, setbacks, percentage of lot coverage, floor area ratio or lot width. The Property Development Requirements in the table below provide the development regulations that apply to the property. These development requirements are also part of the development agreement.

Property Development Requirements				
	Required (Existing Zoning)		Provided (PDD)	Justification
	B-2	RM-10		
Lot Area, Minimum	10,000 sf	4,400 sf	8.4 acres	
Lot Width, Minimum	100 ft	100 ft	666'	
Density, Maximum			48.6 DU/AC	
Building Height, Maximum	75'	35'	65-0'	The majority of the property is zoned B-2 that allows a maximum height of 75'. The proposed height is less than the current allowable height on the majority of the property. No buildings are located on those areas of the property that are zoned RM-10.
Setbacks, Minimum				The Applicant is requesting a modification to building setbacks in order to develop the proposed 277-unit complex in a manner that provides for a high quality living experience with compact urban design including structured parking and a focus on mass transit. This development provides residents with an opportunity to live in a walkable area of the city and be less dependent on a personal vehicle for transportation to work, shopping and
Front (Federal Hwy)	50'	25'	10'	
Side (NE 2 nd St)	10'	10'	34'	
Side (NE 4 th St)	10'	15'	23'	
Rear (west)	25'	25'	13-20'	

				recreation. For this reason, the building is placed as close to Federal Highway as possible because it provides access to mass transit. The building orientation also provides expanded setbacks along NE 4th Street and particularly NE 2nd Street to create pleasant and safe pedestrian ways especially for the gateway to Pioneer Grove. The building design provides for four-sided architectural details so that all of the elevations present an attractive building design to all surrounding areas of the City. An 8' high wall will be installed along the west property line in addition to tall landscape material that will soften the facade of the parking structure. The landscape materials include Palms with 20-24' clear trunks, 14' Live Oak canopy trees and Pink Trumpet flowering trees.
Lot Coverage %, Maximum	35%	40%	55%	The maximum lot coverage is necessary to provide for a development with a range of unit sizes and urban elements such as structured parking, exceptional amenities, access to transit, and pedestrian connectivity to surrounding uses. The development is also making a substantial investment in community improvements such as underground utilities, community open spaces and enhanced pedestrian improvements. The proposed maximum lot coverage is necessary to provide for an economically viable development with a distinctive architectural design in an important gateway to the City.
Minimum Floor Area for Multi-Family Units				
Efficiency/Studio	N/A	400 sf	400 sf	

1 BR	N/A	700 sf	690 sf	
2 BR	N/A	900 sf	900 sf	
3 or More BR	N/A	900sf + 150 sf/ BR over	900sf + 150 sf/ BR over	
Minimum Landscaped Area	20%	35%	26%	The proposed development provides for a variety of public and private landscaped and open space areas on the property. The building contains 2 outdoor recreation areas that provide for a pool, gym, dog park and private gathering spaces. Public spaces are also provided on the property along NE 2 nd Street that are joined by an enhanced pedestrian amenity. Parallel parking spaces are also provided along NE 2 nd Street to enhance pedestrian safety.
Maximum FAR	0.50	N/A	N/A	Only applicable to commercial development.
Parking Space Dimensions	Required		Provided	
Standard	10’x20’		9’x18’	The site plan provides for the required number of parking spaces. In order to minimize the mass of the parking garage, 9’x18’ parking spaces are proposed.
Compact	9’x18’		9’x18’	
ADA	12’x18		12x18’	
Parking Requirements	Multi-Family			
	Required		Provided	
1 BR	1.5 spaces/du		1.5 spaces/du	
2 BR	2.0 spaces/du		2.0 spaces/du	
3+BR	2.0 spaces/du + 0.5 after 2 BR		2.0 spaces/du + 0.5 after 2 BR	

Sign Code	Required	Provided	
Building Signs	Sec. 102-8(b)(1)a	PDD	
Maximum S.F.	100 S.F.	T.B.D	
Light Source	Internal/Indirect/Spotlight		
Sign Centered	Vertical & Horizontal		

C. LANDSCAPE REQUIREMENTS

The landscape plan created for this property contributes greatly to the overall character and esthetics of the development and the surrounding area. The plan meets all of the requirements of Section 98-80, Land Development Code except for the required large canopy trees and palms along Federal Highway and NE 2nd Street. The landscape plan does not meet the tree and palm requirements along Federal Highway due to the FP&L easement that must be maintained to underground the utility lines and due to placement of the building close to the street, that creates an urban character. Along NE 2nd Street, there are overhead utility lines and FP&L Right Tree/Right Place guidelines limit the height of trees in proximity to the lines and larger trees and palms would not comply with these guidelines. The plan does provide the required quantity of trees, but they are smaller species along NE 2nd Street to conform to FP&L's guidelines.

SECTION 3

Evaluation Criteria

The proposed rezoning and resulting development complies with the PDD evaluation criteria contained in Section 98-68(g) of the Land Development Code as documented below.

A. Conform to the City's Comprehensive Plan policies and land use map designations.

This PDD is consistent with the Irregular (48.6) Residential land use plan designation on the Property. The PDD is also consistent with the following policies of the City's Comprehensive Plan:

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

Explanation: The proposed development will provide for residential dwelling units at a density of 48.6 dwelling units per acre in order to increase the housing density and housing types available to residents in the City in support of this policy.

Policy FLU 1.4.1: The City's subdivision regulations shall incorporate a review process for assessing the adequacy of public services and facilities. New residential development shall be established only within those areas where adequate public services and facilities exist, or are scheduled to be available in accordance with the City's adopted Capital Improvements element.

Explanation: This proposed development will provide for a residential development in an area where public facilities are available to serve the anticipated demand.

Policy FLU 2.1.1A: The City shall maintain a level of service standard for each public facility located within its jurisdiction for which it has the authority to issue development orders or development permits.

Explanation: The public infrastructure systems that serve the development can accommodate the proposed dwelling units and meet the City's adopted level of service standards.

Policy FLU 2.1.6: The City shall issue development orders and permits for future development and redevelopment only if public facilities necessary to meet level of service standards (which are adopted as part of the Capital Improvements Element of this plan) are available concurrent with the impacts of the development.

Explanation: The public infrastructure systems can accommodate the proposed dwelling units and meet the adopted level of service standards.

Policy FLU 2.1.9: In coordination with Policy UT 1.5.2 of the Utilities Element of the Deerfield Beach Comprehensive Plan, all new development within the City (residential, commercial and industrial) shall be serviced by a centralized wastewater system.

Explanation: The proposed development will be served by a centralized wastewater system that has capacity to accommodate the demand from the proposed development.

Objective FLU 2.3: Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

Explanation: The PDD zoning will facilitate development of an underutilized parcel where regional and community facilities and services exist and can accommodate the proposed development. The property has direct access to several mass transit routes that will encourage mass transit ridership. In addition the proposed amendment provides for infill development of a partially vacant property that is surrounded by developed property.

B. Conform to the purpose and intent of the PDD district as set forth in subsection (a) above and the criteria set forth in subsections (b)—(e) above.

Each of the items referred to in this item are addressed in previous sections of these Design Guidelines.

C. Provide a land use or combination of land uses that are arranged and designed in such a manner as to be well integrated with other land uses, the immediate surrounding area, the planned thoroughfare system, and other public facilities such as water and sewer systems, parks, schools, transit routes and utilities.

The proposed development is designed to be well integrated with the other land uses and the surrounding area by providing a superior architectural design in the coastal style. The development also provides a pedestrian and open space amenity along NE 2nd Street with open space nodes on either end with benches placed periodically along the SE 2nd Street frontage. The open space node at Federal Highway and NE 2nd Street creates an entrance to the Pioneer Park area of the City. On street parking spaces are provided along the SE 2nd Street frontage to create more safety for pedestrians. The development is integrated with the transportation network with a main entrance to the development on Federal Highway to limit traffic on local streets and a secondary entrance on NE 2nd Street. This secondary access provides a motor court for delivery and ride share vehicles as well as the entrance for the leasing office. The proposed development will be served by centralized water and sewer facilities, and municipal trash collection. The property is located in walking distance of the public recreation facilities provided in Pioneer

Park and private recreation facilities will be provided in the development including pool and gym. The property is located in the school zones Deerfield Beach Elementary, Deerfield Beach Middle and Deerfield Beach High and all of these schools have capacity to accommodate students from the development. Three transit routes serve the property and a bus shelter easement is provided on the proposed plat for these transit routes. The Applicant will underground all utilities on the east and west sides of the property to enhance the appearance of the development and harden the utility service for the development and the community as a whole. The proposed development is integrated with all of these infrastructure services and facilities at no cost to the City.

D. Adequately, reasonably and conveniently integrate into existing and planned streets, transit systems, public services, utilities and public facilities.

The proposed development is integrated with the existing streets with primary access to Federal Highway, transit systems, utilities and public facilities have adequate capacity and no expansion is needed to accommodate the additional demand.

E. Promote development that is appropriate to and well integrated with its environmental setting and surrounding neighborhood, including existing vegetation, soils, geology, topography and drainage patterns.

There are no unique environmental features of this property or adjacent properties. The Applicant has designed the development with special consideration to the pedestrian environment on the NE 2nd Street corridor and its connection to the community. In particular, there are two (2) open space nodes on the east and west ends of the property. These open space nodes are connected with a pedestrian amenity that has extensive landscaping and seating areas spaced along NE 2nd Street. The drainage plan for the development will contain all drainage runoff on the property so as to not have a negative impact on the neighboring properties.

F. Adequately justify any deviations from standard development requirements based upon the overall quality of the plan provided, the need to address specific concerns outlined in the statement of need, and the need to address other conditions that may affect the viability of reasonably developing the property in a manner consistent with stated objectives of the City's Comprehensive Plan.

The property development

G. Provide innovative design in comparison with development reviewed under other base zoning district regulations and demonstrate how the objectives of the proposed PDD could not have been achieved by any other zoning category.

The property is currently zoned B-3 and RM-10. The existing zoning districts are intended for retail and low density residential development and are not consistent with the recently approved land use plan amendment to Irregular (48.6) Residential

or the proposed 277 unit project. Prior to this application, the property was owned by three (3) entities. The rezoning of the site to PDD will unify the property under one (1) zoning district with a common development plan. The PDD will also allow the Applicant to customize setbacks, buffers and building siting/orientation that is sensitive to and compatible with the surrounding area and that is not typical of a standard zoning district.

The PDD proposes alternatives to certain standard development regulations that allow for the construction of a financially feasible development in the Key West design that the City has identified for the area. Due to the land and material costs, the proposed development and associated community improvements would not be financially feasible.

H. For developments containing residential units, the PDD must provide for on-site open space and recreational amenities appropriate to the future residents and, to the extent practicable, provide for a variety of dwelling units and building types.

The future residents of this development will have the benefit of being within walking distance of Pioneer Park which provides ball fields, playground and tennis courts for the community. In addition a pool, courtyard, exercise room, dog park and gathering spaces are included in the development to provide recreation and open space areas for future residents.

I. For non-residential developments, the PDD shall provide for inviting, pedestrian-oriented public spaces.

Not applicable

SECTION 4

Phasing

A. PROJECT PHASING

The development will be constructed in one (1) phase.

SECTION 5

Site Plan Approval and Amendments

The Deerfield Beach Apartments site plan shall be approved in accordance with City Code. The unit mix and dimension may change in order to accommodate changing market demands. The Director of Planning & Development Services is authorized to approve minor modifications to the approved site plan administratively without review by the Planning and Zoning Board or approval by the City Commission provided that they are in substantial conformity with these Design Guidelines and the standards below. These modifications may include but are not limited to adjustments to the dwelling unit mix, dwelling unit size, amenities, and setbacks provided that all of the following are met:

1. The total number of units does not exceed 277.
2. Setback modifications are less than 10%.

Any changes that meet the criteria above shall not require an amendment to the approved Master Plan.

EXHIBIT A
LEGAL DESCRIPTION
AND
SURVEY

LOTS 4, 8, AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°48'49" EAST ON THE NORTH LINE OF SAID LOT 8 FOR 113.33 FEET TO THE NORTHEAST CORNER SAID LOT 8; THENCE NORTH 00°23'22" EAST ON THE EAST LINE OF SAID BLOCK 3 FOR 205.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 89°48'49" WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 114.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°11'59" EAST ALONG THE WEST LINE OF SAID LOT 4 FOR 65.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89°48'49" EAST ALONG THE NORTH LINE OF SAID LOT 4 FOR 114.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00°23'22" EAST ALONG SAID EAST LINE 202.72 FEET TO A POINT ON A LINE LYING 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31; THENCE NORTH 89°27'49" EAST ON SAID PARALLEL LINE 231.05 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RIGHT-OF-WAY PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 8364, PAGE 799 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°37'05", FOR 39.10 FEET TO A POINT OF TANGENCY ON THE WEST RIGHT-OF-WAY LINE OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5/U.S. HIGHWAY NO. 1), SAID LINE LYING 60.50 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF CONSTRUCTION OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5/U.S. HIGHWAY NO. 1) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86020-2526, SHEET 18 OF 20; THENCE SOUTH 00°55'06" EAST ON SAID WEST RIGHT-OF-WAY LINE 574.23 FEET; THENCE SOUTH 44°26'52" WEST ON THE

NORTHWESTERLY LINE OF RIGHT-OF-WAY PARCEL 113, AS RECORDED IN OFFICIAL RECORDS BOOK 7702, PAGE 994, OF SAID PUBLIC RECORDS, 28.47 FEET TO A POINT ON A LINE LYING 30.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE SOUTH 89°48'49" WEST ON SAID PARALLEL LINE 337.42 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 9 BEING A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°23'10", FOR 39.44 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 9, AND A POINT OF TANGENCY; THENCE NORTH 00°11'59" EAST ON THE WEST LINE OF SAID LOTS 9 AND 8 FOR 119.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 185,968 SQUARE FEET (4.2692 ACRES), MORE OR LESS.

LEGAL DESCRIPTION:
 THE S/4 = 225.00' ±, 0° ±, S/4 OF THE SOUTHEAST 1/4 OF THE S/4-E/4
 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, LYING WEST OF STATE ROAD
 HIGH 49 WAY, LESS THE SOUTHERN 30' ±, 45-00' FOR STRIPES, LESS 1/4" LICHEN
 DETECTED TO THE STATE OF FLORIDA AND MORE "B" DESCRIBED BY "A" CERTAIN DETAIL
 RECORDED IN OFFICIAL RECORDS BOOK 7702, PAGE 194, AND DEED BOOK 57, PAGE 52.
 NOTE: THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LOTS 8 AND 9, BLOCK 3, OF "CITRY D BEACH" "STATS SECTION A", ACCORDING TO THE
 PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF
 BROWARD COUNTY, FLORIDA.

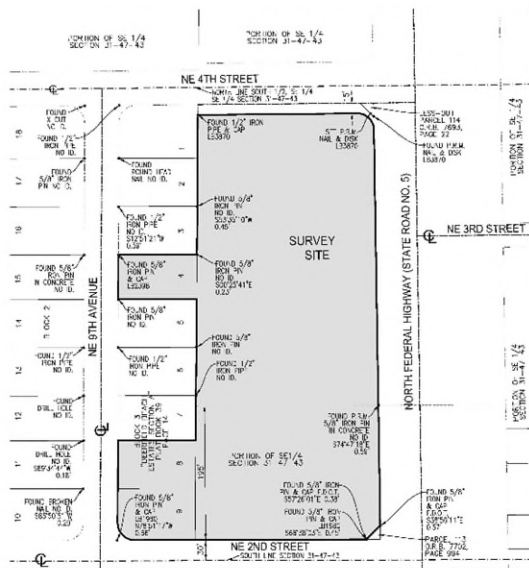
[illegible]

LOT 4, BLOCK 3, "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO "E" PLAT THEREOF, AS RECORDED IN P.L.A. BOOK 52, PAGE 14, OF THE PUBLIC RECORDS OF DEKALB COUNTY, FLORIDA.

SURVEYOR'S DESCRIPTION:
LOTS 4, 8, AND 9, BLOCK 3, OF "GERRIT D. BRAGG" STATES SECTION 34, ACCORDING TO THE PLAT "HEREOF," AS RECORDED IN PLAT BOOK 38, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SUBD. ANDS. 1980 AND BEG. IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 185,058 SQUARE FEET (4.2692 ACRES), MORE OR LESS.



VICINITY MAP
NOT TO SCALE

CERTIFICATION:
 I AND FEDERAL ELO, CONJUR REALTY AND DEVELOPMENT, LLC, OLD REPUBLIC
 NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED
WAS MADE IN ACCORDANCE WITH THE 2011 MAPPING STANDARD DETAIL REQUIREMENTS
FOR A1/A2/A3/A4 AND C1 SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY A1/A2 AND
A3/A4 AND INCORPORATES THE 1, 2, 3, 4, 5(a), 6, 8, 9, 10 OF TABLE A THEREOF.

Digitally signed by John F Pulice
Date: 2021.07.28 13:05:17

COPYRIGHT 2020 BY PULCE LAND SURVEYORS, INC. ALL RIGHTS
RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN
ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION A WRITING
FROM AN OFFICER OF PULCE LAND SURVEYORS, INC.

[illegible][illegible]

Existing Zoning

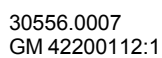


EXHIBIT C

Proposed Zoning

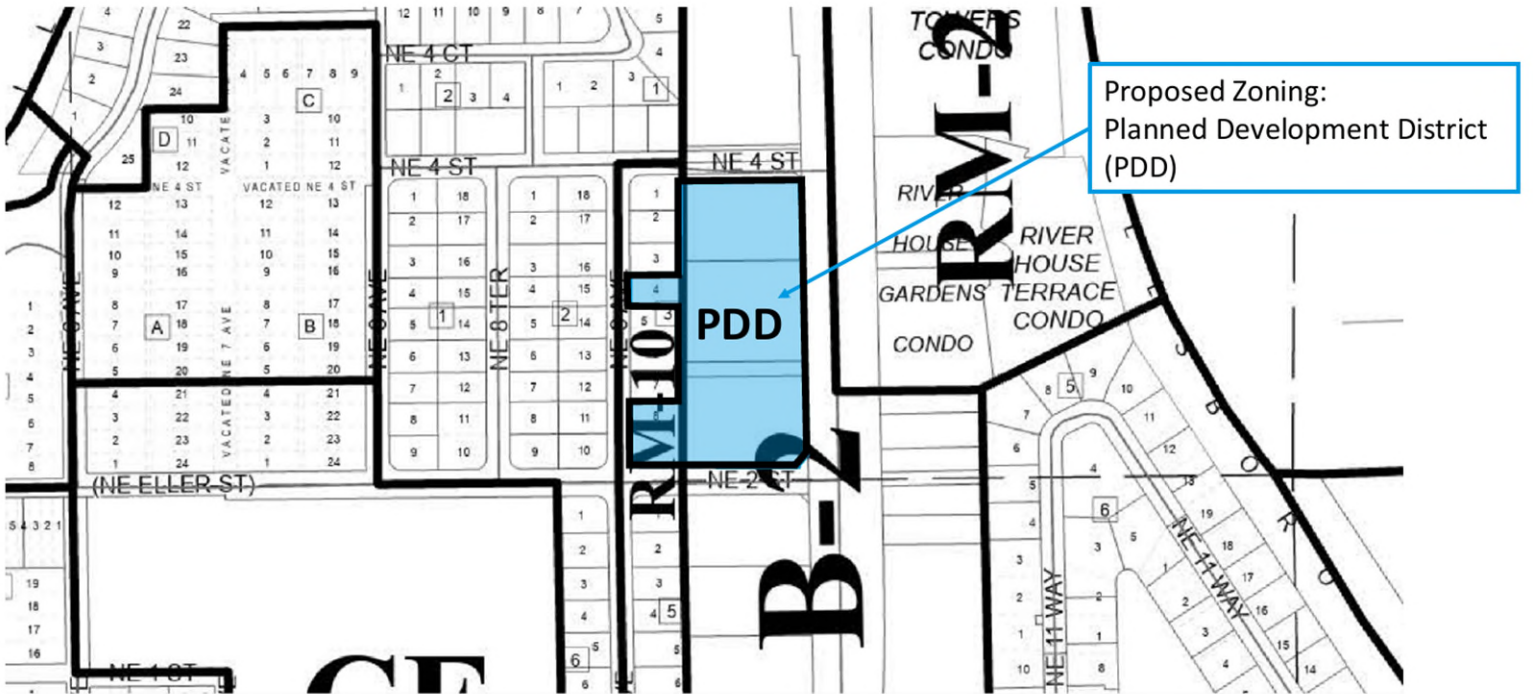


EXHIBIT D
DRAFT DEVELOPMENT AGREEMENT

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth S. Adler, Esq.

Address:

Greenspoon Marder LLP
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Elizabeth S. Adler, Esq.
Greenspoon Marder LLP
200 E. Broward Blvd.
Suite 1800
Fort Lauderdale, FL 33301

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“AGREEMENT”) is entered into as of this ____ day of _____, 2021 by and between the **CITY OF DEERFIELD BEACH, FLORIDA** (“CITY”), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and **CRD FEDERAL LLC** (“DEVELOPER”), a Florida limited liability company, whose mailing address is 225 West Hubbard Street, Suite 501, Chicago, IL 60654.

(Whenever used herein, the term “CITY” shall also include and collectively refer to CITY’s respective successors in interest. Whenever used herein, the term “DEVELOPER” shall also include and collectively refer to DEVELOPER’s respective heirs, legal representatives, assigns, and successors in title.)

W I T N E S S E T H:

WHEREAS, DEVELOPER is the owner of multiple contiguous parcels, located on the west side of Federal Highway, between NE 4th Street and NE 2nd Street, within the municipal boundaries of the CITY (“PROPERTY”), as more particularly described in **Exhibit “A”** attached hereto; and

WHEREAS, DEVELOPER proposes to redevelop the PROPERTY with a maximum of 277 multi-family residential dwelling units, within a (5) five-story structure, a five (5)-story parking garage, and associated site improvements (the “PROPOSED DEVELOPMENT”); and

WHEREAS, to facilitate the construction of the PROPOSED DEVELOPMENT on the PROPERTY, DEVELOPER submitted applications to the CITY to amend the land use designation and rezone the PROPERTY, and for approval of a site plan for the PROPERTY (collectively the “APPLICATIONS”); and

WHEREAS, DEVELOPER submitted applications to amend the land use designations of the PROPERTY on the City Land Use Plan (“City LUPA”) and the Broward County Land Use Plan (“County LUPA”) from Commercial and Residential Moderate (10) (City)/Commerce and Low Medium (10) (County) to Irregular (48.6) Residential (collectively the City LUPA and County LUPA are referred to herein as “LUPA”); and

WHEREAS, On October 1, 2020 the CITY’S Planning and Zoning Board (“P&Z”) recommended approval of the LUPA; on November 10, 2020, the CITY Commission (“COMMISSION”) approved the LUPA on first reading; on January 28, 2021, the BCPC recommended approval of the LUPA; on March 9, 2021, the Broward County Commission (“COUNTY COMMISSION”) approved the LUPA on first reading; and, on April 6, 2021, the CITY COMMISSION approved the LUPA on second reading; and

WHEREAS, DEVELOPER submitted an application to the CITY requesting to rezone the PROPERTY from B-2 and RM-10 to PDD (Planned Development District), City project number _____ (“REZONING”); and

WHEREAS, § 98-68(a) of the Deerfield Beach Land Development Code (“CODE”) provides the purpose and intent of the Planned Development District (“PDD”) is to enable quality development for properties that due to the size or characteristics of the property, other implements of zoning regulation provided in the CODE would result in under-utilized or under-developed property; and

WHEREAS, § 98-68(b) of the CODE provides qualifications that all applicants must meet to rezone property to PDD and requires that the applicant provide a statement detailing how the qualifications have been satisfied; and

WHEREAS, § 98-68(c) of the CODE provides that all applicants rezoning to the PDD district must submit a development agreement, including a statement of need, to be considered by the CITY COMMISSION in conjunction with the rezoning application; and

WHEREAS, § 98-68(d) of the CODE provides for creation of property development requirements through a PDD rezoning; and

WHEREAS, DEVELOPER and CITY are desirous of entering into this AGREEMENT in connection with the REZONING and site plan (CITY project number _____) (“SITE PLAN”) for the PROPOSED DEVELOPMENT as may be amended from time to time subject to an amendment to this AGREEMENT with terms acceptable to the CITY.

WHEREAS, this AGREEMENT is for the express purpose of defining the responsibility, conditions, terms, restrictions, or other requirements determined to be necessary by the CITY; and

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this AGREEMENT, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this AGREEMENT do hereby agree as follow:

ARTICLE I.
RECITALS, EXHIBITS AND AGREEMENT

1.1 RECITALS; EXHIBITS. The foregoing recitals are true and correct and are incorporated, in their entirety, into and made a part of this AGREEMENT as if specifically set forth herein. All exhibits to this AGREEMENT are hereby deemed a part hereof as if set forth herein verbatim.

1.2 RECORDING; COVENANTS RUN WITH THE LAND. This AGREEMENT shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approvals by the CITY and COUNTY of the requested APPLICATIONS, including amendments to the CITY and COUNTY land use plan, and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the approval of the APPLICATIONS by the CITY. The rights, promises, covenants, restrictions, obligations, agreements, and other provisions herein contained which are enforceable by or against DEVELOPER (including their respective successors and assigns) in accordance with the terms of this AGREEMENT, are not personal and shall operate as a covenant running with the land, binding upon and inuring to the benefit of the owner(s) of the PROPERTY. The rights, promises, covenants, restrictions, obligations, agreements, and other provisions herein contained which are enforceable by or against CITY in accordance with the terms of this AGREEMENT, are personal, solely binding upon and inuring to the benefit of CITY (including its successors in interest).

1.3 DECLARATION OF RESTRICTIVE COVENANTS. In connection with approval of the LUPA, the DEVELOPER voluntarily agreed to place certain restrictions on the PROPERTY related to affordable housing. DEVELOPER agreed to pay Five Hundred Dollars (\$500.00) per dwelling unit for the maximum 277 dwelling units allowed on the Property per the Residential Irregular (48.6 du/ac) land use designation in the total amount of One Hundred and Thirty Eight Thousand Five Hundred Dollars (\$138,500.00) to be used by the City towards the City's affordable housing programs. Said affordable housing payment shall be made to the CITY prior to the issuance of the first residential building permit for the PROPERTY. DEVELOPER agreed to record these restrictions in the Public Records of Broward County, Florida after the recertification of the CITY's land use plan as it relates to the LUPA, and the expiration of all appeal periods for the LUPA, or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the COUNTY or CITY approval of the LUPA.

1.4 UNIFIED CONTROL AND PERPETUAL MAINTENANCE. DEVELOPER agrees to abide by all conditions and provisions of the LUPA, REZONING, and SITE PLAN approvals granted by the CITY for the PROPERTY. The PROPERTY so planned shall not be developed in any other way except in substantial accord with the conditions, plans, specifications, and requirements approved as part of the LUPA, REZONING, and SITE PLAN for the PROPERTY. DEVELOPER acknowledges that the DEVELOPER or its designee(s) will maintain all common SITE PLAN elements to be constructed on the PROPERTY, such as access

drives, entry features, easements, landscaping, irrigation, lighting, drainage facilities, utilities, sidewalks, signage, and any other elements necessary to ensure the proper upkeep and maintenance of such elements to be constructed on the PROPERTY.

1.5 STATEMENT OF NEED. Pursuant to CODE § 98-68(b), DEVELOPER submitted the statement of need, attached as **Exhibit “B”**, in connection with the REZONING APPLICATION.

1.6 COMPLIANCE WITH PDD ELEMENTS. CODE § 98-68(e) Property development requirements state that there are no set dimensional regulations in a PDD zoning district. In conjunction with the REZONING, DEVELOPER proposed the property development requirements to be approved by the CITY COMMISSION as part of the REZONING (“DEVELOPMENT REQUIREMENTS”). The DEVELOPMENT REQUIREMENTS, attached as **Exhibit “C”**, provide dimensional regulations and any deviations from CODE requirements that apply to the PROPOSED DEVELOPMENT. The PROPOSED DEVELOPMENT will also meet all applicable CODE requirements not modified by the DEVELOPMENT REQUIREMENTS.

1.7 MODIFICATION TO PDD, MASTER PLAN, AND SITE PLAN. From time to time, DEVELOPER may have a need to request that the CITY approve amendments to the SITE PLAN and exhibits attached hereto. Provided that said SITE PLAN amendments and/or amendments to exhibits attached hereto meet the criteria in the CODE for administrative site plan amendments as determined by CITY’s Planning and Development Services Director or her/his designee and does not conflict with the terms of this AGREEMENT, no amendments to this AGREEMENT shall be required for such amendments to the SITE PLAN and/or amendments to any exhibits attached hereto. Notwithstanding, in the event a change or modification to the SITE PLAN or exhibits to this AGREEMENT is required by applicable governmental or quasi-governmental authorities, such change or modification will not require an amendment to this AGREEMENT.

ARTICLE II.

REQUIRED OFF-SITE IMPROVEMENTS

2.1 All improvements listed below shall be completed prior to the issuance of the final certificate of occupancy for the PROPERTY, unless otherwise stated.

2.2 OPEN SPACE IMPROVEMENTS. DEVELOPER has agreed to install public open space nodes on the PROPERTY at the following locations: the corner of Federal Highway and NE 2nd Street and at the corner of NE 9th Avenue and NE 2nd Streets depicted on the SITE PLAN (collectively, “PUBLIC SPACE IMPROVEMENTS”). DEVELOPER has agreed to install a private open space area on Lot 4 as depicted on the survey of the Property (“PRIVATE OPEN SPACE”). The PUBLIC AND PRIVATE OPEN SPACE IMPROVEMENTS will be constructed in substantial conformity as depicted and attached as **Exhibit “D.”** Said PUBLIC AND PRIVATE OPEN SPACE IMPROVEMENTS shall be constructed and maintained in compliance with all applicable laws and shall also comply with additional restrictions and

requirements contained herein. These improvements shall be completed prior to the issuance of the final certificate of occupancy for the PROPERTY. DEVELOPER shall grant a public access easement over any portion of the PUBLIC SPACE IMPROVEMENTS that fall within the PROPERTY. Said easement shall be in a form acceptable to the City Attorney and shall not require City Commission approval.

2.3 PUBLIC SIDEWALK: Some of the sidewalk constructed on the NE 2nd Street frontage extends onto the PROPERTY. DEVELOPER shall provide a public access easement on those areas of the sidewalk located on the PROPERTY. Said easement shall be in a form acceptable to the City Attorney and shall not require City Commission approval.

2.4 NE 2nd STREET: DEVELOPER shall, at no cost to the CITY, construct that portion of NE 2nd Street adjacent to the PROPERTY in accordance with the design submitted with the SITE PLAN. Said improvements shall include ___ on-street parallel parking spaces to be available to the public at no charge. This improvement shall be completed prior to the issuance of the final certificate of occupancy for the PROPERTY.

2.5 UNDERGROUND FPL LINES: DEVELOPER shall, at no cost to the CITY, install underground Florida Power & Light utilities lines on the east and west side of the PROPERTY as more fully depicted on **Exhibit “E”** hereto. This improvement shall be completed prior to the issuance of the final certificate of occupancy for the PROPERTY.

2.6 PET WASTE ELIMINATION STATION: DEVELOPER shall install three (3) pet waste elimination stations on the PROPERTY, at locations to be determined by the Developer on each of the following streets: (i) NE 2nd Street; (ii) Federal Highway; and (iii) NE 4th Street. This improvement shall be completed prior to the issuance of the final certificate of occupancy for the PROPERTY.

2.7 RESTORATION OF PUBLIC IMPROVEMENTS. Any public improvements damaged by the contractor during demolition and/or construction shall be replaced to the equal or better condition that existed prior to demolition and/or construction at the DEVELOPER’S expense, within 14 days of receipt of notice from CITY, unless further extension is granted by City Manager or his/her designee.

2.8 GREEN BUILDING ELEMENTS. The DEVELOPER will include the following Green Building elements in the PROPOSED DEVELOPMENT:

- Lockable bike racks/storage
- Public transportation access
- Electric vehicle “EV” charging station
- SEER 16 AC equipment or better
- Energy Star rated appliances
- Energy Star rated exhaust fans
- CO2 detectors in each unit
- Non-HCFC refrigerants
- Exterior lighting to be Energy Star rated or LED bulbs
- Exterior light fixtures to be dark sky compliant

Interior light fixtures to be Energy Star rated or fitted with fluorescent bulbs with Energy Star label or LED bulbs
Energy Star qualified ceiling fans
Low-flow toilets, shower fixtures and faucets
No unvented combustion appliances
Low VOC paint, adhesives and sealants
Green Label Plus flooring
Drought tolerant as well as native plant material
Water reuse for irrigation when available
Roof framing at 24" O.C. or greater
All drop soffits and fascia to be framed with light gage framing at greater than 16" O.C.
Using post-consumer recycled content or post-industrial content where feasible

ARTICLE III. **MISCELLANEOUS**

3.1 **AGREEMENT.** This AGREEMENT sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.

A. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall, together, constitute the same instrument.

B. This AGREEMENT shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, and any proceeding arising between the parties in any manner pertaining to this AGREEMENT shall, to the extent permitted by law, be held in Broward County, Florida.

C. The parties agree to execute such documents and take such actions as are necessary to implement the spirit and intent of this AGREEMENT.

D. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter, singular or plural, as the identity of the party or parties, personal representative(s), successor(s) or assign(s) may require. All captions or headings used in this AGREEMENT are for convenience only and do not define or limit the scope of this AGREEMENT. This AGREEMENT shall be construed without regard to any presumption or other rule that would require construction against the party causing this AGREEMENT to be drafted.

3.2 **SEVERABILITY.** If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

3.3 DEFAULT. In the event of DEVELOPER's default under this AGREEMENT, CITY shall be entitled to any and all remedies available under Florida law, and CITY shall be entitled to deny the issuance of development related permits for the construction of the PROPOSED DEVELOPMENT while DEVELOPER's default is then-continuing and ongoing, including, but not limited to, denial of building permits and certificates of occupancy. In the event CITY defaults under this AGREEMENT, DEVELOPER shall be entitled to any and all remedies available under Florida law, including (without limitation) injunctive relief specific performance. Except to the extent that CITY's acts or omissions constitute gross and/or criminal negligence, DEVELOPER shall not be entitled to recover monetary damages (excluding attorneys' fees and costs) from CITY in the event CITY defaults under this AGREEMENT. Nothing contained herein shall be construed as expanding, limiting, or otherwise altering the scope of the CITY's sovereign immunity, protection and the recovery limits as set forth in Fla. Stat. § 768.28, as such may be amended from time to time.

3.4 NOTICE. All notices, demands, correspondence and communication in connection with this AGREEMENT must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to the respective parties at the following addresses:

If to CITY:

CITY OF DEERFIELD BEACH
City Manager
150 N. E. 2nd Avenue
Deerfield Beach, FL 33441

With a copy:

Anthony Soroka, Esq.
City Attorney
1200 N. Federal Highway
Suite 312
Boca Raton, FL 33441

If to DEVELOPER:

With a copy:

Greenspoon Marder LLP.
Attn: Dennis Mele, Esq.
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

3.5 AMENDMENTS; MODIFICATIONS. Except as otherwise provided herein, this AGREEMENT shall not be modified, amended, or released as to any portion of the PROPERTY except by written instrument, executed by the parties hereto. Any amendment, modification, or release of this AGREEMENT shall be recorded in the Public Records of Broward County, Florida.

3.6 FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this AGREEMENT, for any failure or delay in fulfilling or performing any term of this AGREEMENT, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this AGREEMENT; (f) action by any governmental authority, excluding those actions which are taken as result of DEVELOPER's misconduct; (g) national or regional emergency; (h) a declared pandemic; (i) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (j) shortage of adequate power or transportation facilities (individually and collectively, a "FORCE MAJEURE EVENT"). The party suffering a FORCE MAJEURE EVENT shall give notice to the other party within five (5) business days after the commencement of the continuing FORCE MAJEURE EVENT, stating the period of time the occurrence is expected to continue and such party shall use all commercially reasonable efforts to end the failure or delay and ensure the effects of such FORCE MAJEURE EVENT are minimized.

3.7 WAIVER. Nothing in this AGREEMENT shall waive any other lawful development requirement for the PROPERTY raised by the applicable governmental authorities or any other requirements under the CODE, or any other development agreements in effect relating to the PROPERTY.

3.8 INCONSISTENCIES WITH SITE PLAN; CONTROLLING DOCUMENTS. In the event of a specific inconsistency in the terms set forth in this AGREEMENT and the approved SITE PLAN, this AGREEMENT shall control.

3.9 ENTIRE AGREEMENT. Notwithstanding anything contained herein to the contrary, this AGREEMENT, together with any conditions of approvals related to LUPA, REZONING, and SITE PLAN, including any related exhibits and schedules attached hereto, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, promises, inducements, conditions, agreements, representations, and warranties between the parties hereto with respect to such subject matter, regardless of whether such is written, oral, express, or implied.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the respective dates under each signature.

CITY:

CITY OF DEERFIELD BEACH, FLORIDA,
a Florida municipal corporation

By: _____
Print name: _____
Title: _____
Dated: _____

ATTEST:

Print name: _____
Title: _____

(SEAL)

APPROVED:

CITY ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, in the County and State last aforesaid this ____ day of _____, 20____, by _____, as _____ of the **CITY OF DEERFIELD BEACH, FLORIDA**, a Florida municipal corporation, freely and voluntarily under authority duly vested in her/him by said municipal corporation, and who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name: _____

IN WITNESS WHEREOF, DEVELOPER has executed this Agreement on the day written below.

DEVELOPER:

Signed, sealed and delivered

CRD FEDERAL LLC, a Florida limited liability company

Printed Name: _____

By: _____

Name: _____

Title: _____

Dated: _____

Printed Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_, by _____, as _____ of CRD FEDERAL LLC, a Florida limited liability company.

She or he is:

[] personally known to me, or
[] produced identification. Type of identification produced _____.

(Seal)

NOTARY PUBLIC:

Print Name: _____

My commission expires:

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, the _____ of _____, freely and voluntarily under authority duly vested in her/him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. She/he is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 4, 8, AND 9, BLOCK 3, OF "DEERFIELD BEACH ESTATES SECTION A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 14, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°48'49" EAST ON THE NORTH LINE OF SAID LOT 8 FOR 113.33 FEET TO THE NORTHEAST CORNER SAID LOT 8; THENCE NORTH 00°23'22" EAST ON THE EAST LINE OF SAID BLOCK 3 FOR 205.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 89°48'49" WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 114.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 00°11'59" EAST ALONG THE WEST LINE OF SAID LOT 4 FOR 65.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89°48'49" EAST ALONG THE NORTH LINE OF SAID LOT 4 FOR 114.23 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00°23'22" EAST ALONG SAID EAST LINE 202.72 FEET TO A POINT ON A LINE LYING 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31; THENCE NORTH 89°27'49" EAST ON SAID PARALLEL LINE 231.05 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF RIGHT-OF-WAY PARCEL B, AS RECORDED IN OFFICIAL RECORDS BOOK 8364, PAGE 799 OF SAID PUBLIC RECORDS, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°37'05", FOR 39.10 FEET TO A POINT OF TANGENCY ON THE WEST RIGHT-OF-WAY LINE OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5/U.S. HIGHWAY NO. 1), SAID LINE LYING 60.50 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF CONSTRUCTION OF NORTH FEDERAL HIGHWAY (STATE ROAD NO. 5/U.S. HIGHWAY NO. 1) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 86020-2526, SHEET 18 OF 20; THENCE SOUTH 00°55'06" EAST ON SAID WEST RIGHT-OF-WAY LINE 574.23 FEET; THENCE SOUTH 44°26'52" WEST ON THE NORTHWESTERLY LINE OF RIGHT-OF-WAY PARCEL 113, AS RECORDED IN OFFICIAL RECORDS BOOK 7702, PAGE 994, OF SAID PUBLIC RECORDS, 28.47 FEET TO A POINT ON A LINE LYING 30.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE SOUTH 89°48'49" WEST ON SAID PARALLEL LINE 337.42 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 9 BEING A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°23'10", FOR 39.44 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 9, AND A POINT OF TANGENCY; THENCE NORTH 00°11'59" EAST ON THE WEST LINE OF SAID LOTS 9 AND 8 FOR 119.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 185,968 SQUARE FEET (4.2692 ACRES), MORE OR LESS.

EXHIBIT “B”

STATEMENT OF NEED

- i. The development and redevelopment of properties is apparent.

On April 6, 2021, the City Commission approved a land use plan amendment that changed the land use plan designation on the majority of the property from Commercial and Residential to Irregular (48.6) Residential. The remainder of the property is designated Residential Moderate (10). The Irregular (48.6) Residential designation allows for redevelopment of the property with a maximum of 277 dwelling units. The applicant is not requesting any additional dwelling units for the portion designated Residential Moderate (10). This rezoning and associated site plan implement the land use plan amendment approved by the City Commission.

- ii. The development and redevelopment of properties shall enhance the economic development strategies of the City of Deerfield Beach.

The majority of the property is vacant and the remainder is developed with an aging office building and a duplex. The property is located adjacent to Federal Highway, one of the busiest corridors in the City, and is one of the only vacant parcels along the corridor. In addition, the property is one of the first properties at the northern Federal Highway gateway to the City. This PDD rezoning will facilitate redevelopment of an underutilized property with a distinctive residential building that will present a positive first impression for visitors to the City. The redevelopment plan will support the City's economic development strategies by increasing tax revenues and helping to create a vibrant community with attractive housing alternatives for residents who rely more on mass transit rather than single occupancy vehicles.

The property also has frontage on NE 2nd Street. The segment of NE 2nd Street between NE 2nd Avenue and NE 6th Avenue is in the Pioneer Grove or Old Downtown Deerfield Beach area of the City and is just a few block from the property. Although the property is not located in Pioneer Grove, it supports City's redevelopment of this area by providing additional residents to support future economic growth in the area and provides a wayfinding element at the intersection of Federal Highway and NE 2nd Street. The development also supports the design principles of Pioneer Grove by providing residential units in walking distance of employment, recreation and shopping with a primary orientation towards mass transit.

- iii. The development of properties with unique property characteristics, natural or man-made, that impede the development of these properties under the strict application of the regulations of the Land Development Code.

The property currently has two (2) different zoning designations: B-2 and RM-10. This zoning pattern is inconsistent with the Irregular (48.6) Residential land use plan designation that was recently approved by the City Commission on the property. This PDD will create a unified development for the property and provide additional residential units needed to accommodate the City's future population growth. The majority of the City's Land Development Code was adopted around the year 2000 and most of the residential zoning districts are conventional districts based on a suburban development concept. As the City nears buildout but continues to face the pressures of continued population growth, it must find ways to accommodate residential development at higher densities in a responsible manner. There is limited vacant land in the City to accommodate the needed dwelling units and provide for a variety of dwelling unit types in the City. The conventional zoning districts in the City's Land Development Code are not well suited to this property due to the small size and high land values along the Federal Highway corridor. The conventional zoning districts that are available in the Land Development Code do not allow sufficient density for a financially viable redevelopment opportunity. This rezoning will provide for a high-quality compact urban design at a primary gateway to the City and at a gateway to the Pioneer Grove area. The rezoning will also provide for a development with a range of unit sizes and urban elements such as structured parking, exceptional amenities, access to transit, and pedestrian connectivity to surrounding uses.

EXHIBIT “C”

DEVELOPMENT REQUIREMENTS

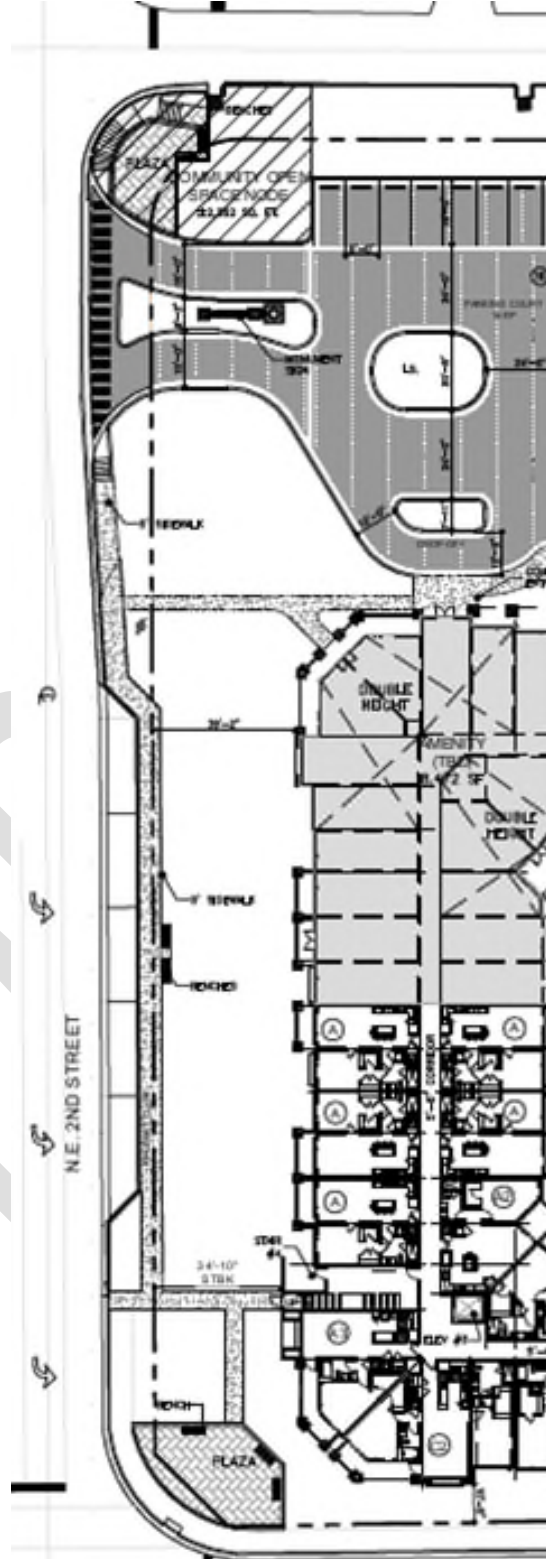
Property Development Requirements				
	Required (Existing Zoning)		Provided (PDD)	Justification
	B-2	RM-10		
Lot Area, Minimum	10,000 sf	4,400 sf	8.4 acres	
Lot Width, Minimum	100 ft	100 ft	666'	
Density, Maximum			48.6 DU/AC	
Building Height, Maximum	75'	35'	65-0'	The majority of the property is zoned B-2 that allows a maximum height of 75'. The proposed height is less than the current allowable height on the majority of the property. No buildings are located on those areas of the property that are zoned RM-10.
Setbacks, Minimum				The Applicant is requesting a modification to building setbacks in order to develop the proposed 277-unit complex in a manner that provides for a high quality living experience with compact urban design including structured parking and a focus on mass transit. This development provides residents with an opportunity to live in a walkable area of the city and be less dependent on a personal vehicle for transportation to work, shopping and recreation. For this reason, the building is placed as close to Federal Highway as possible because it provides access to mass transit. The building orientation also provides expanded setbacks along NE 4th Street and particularly NE 2nd Street to create pleasant and safe pedestrian ways especially for the gateway to Pioneer Grove. The building design provides for four-sided architectural details so that all of the elevations present an attractive building design to all surrounding areas of the City. An 8' high wall will be installed along the west property line in addition to tall landscape material that will soften the facade of the
Front (Federal Hwy)	50'	25'	10'	
Side (NE 2 nd St)	10'	10'	34'	
Side (NE 4 th St)	10'	15'	23'	
Rear (west)	25'	25'	13-20'	

				parking structure. The landscape materials include Palms with 20-24' clear trunks, 14' Live Oak canopy trees and Pink Trumpet flowering trees.
Lot Coverage %, Maximum	35%	40%	55%	The maximum lot coverage is necessary to provide for a development with a range of unit sizes and urban elements such as structured parking, exceptional amenities, access to transit, and pedestrian connectivity to surrounding uses. The development is also making a substantial investment in community improvements such as underground utilities, community open spaces and enhanced pedestrian improvements. The proposed maximum lot coverage is necessary to provide for an economically viable development with a distinctive architectural design in an important gateway to the City.
Minimum Floor Area for Multi-Family Units				
Efficiency/Studio	N/A	400 sf	400 sf	
1 BR	N/A	700 sf	690 sf	
2 BR	N/A	900 sf	900 sf	
3 or More BR	N/A	900sf + 150 sf/ BR over	900sf + 150 sf/ BR over	
Minimum Landscaped Area	20%	35%	26%	The proposed development provides for a variety of public and private landscaped and open space areas on the property. The building contains 2 outdoor recreation areas that provide for a pool, gym, dog park and private gathering spaces. Public spaces are also provided on the property along NE 2 nd Street that are joined by an enhanced pedestrian amenity. Parallel parking spaces are also provided along NE 2 nd Street to enhance pedestrian safety.
Maximum FAR	0.50	N/A	N/A	Only applicable to commercial development.
Parking Space Dimensions	Required		Provided	

Standard	10'x20'	9'x18'	The site plan provides for the required number of parking spaces. In order to minimize the mass of the parking garage, 9'x18' parking spaces are proposed.
Compact	9'x18'	9'x18'	
ADA	12'x18	12x18'	
Parking Requirements	Multi-Family		
	Required	Provided	
1 BR	1.5 spaces/du	1.5 spaces/du	
2 BR	2.0 spaces/du	2.0 spaces/du	
3+BR	2.0 spaces/du + 0.5 after 2 BR	2.0 spaces/du + 0.5 after 2 BR	
Sign Code	Required	Provided	
Building Signs	Sec. 102-8(b)(1)a	PDD	
Maximum S.F.	100 S.F.	T.B.D	
Light Source	Internal/Indirect/Spotlight		
Sign Centered	Vertical & Horizontal		

EXHIBIT "D"

PUBLIC AND PRIVATE OPEN SPACE IMPROVEMENTS



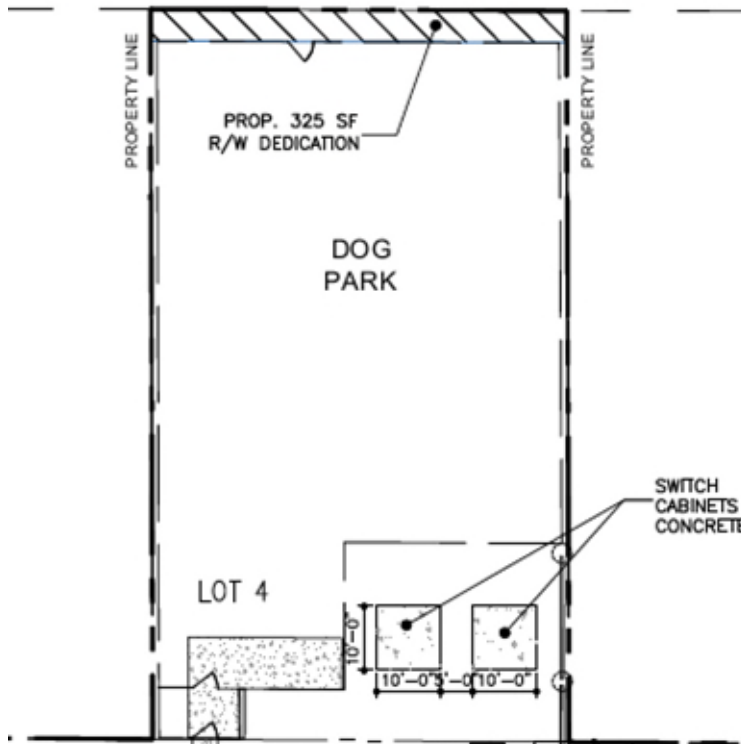


EXHIBIT “E”

FPL UNDERGROUND UTILITY LINES

DRAFT

EXHIBIT E
DECLARATION

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Adler, Esq.

Address:

Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Elizabeth Adler, Esq.
Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this _____ day of _____, 2021, by **CRD FEDERAL LLC**, a Florida limited liability company and **CRD 201 N. FEDERAL LLC**, a Florida limited liability company (collectively, "Owner"), which shall be for the benefit of **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), and the **CITY OF DEERFIELD BEACH**, a municipal corporation organized pursuant to the State of Florida ("City").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of land located in the City, more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, the City and County considered an application requesting that the land use plan designation on the Property be changed from Commercial and Residential Moderate (10) (City)/Commerce and Low Medium (10) (County) to Irregular (48.6) Residential to allow a residential development ("Application"); and

WHEREAS, in connection with the Application, Owner has voluntarily agreed to place certain restrictions on the development of the Property as set forth below in favor of the County and the City.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Covenants. The Owner shall pay to the City Five Hundred Dollars (\$500.00) per dwelling unit for the maximum 277 dwelling units allowed on the Property per the Residential Irregular (48.6 du/ac) land use designation in the total amount of **One Hundred and Thirty Eight Thousand Five Hundred Dollars (\$138,500.00)** to be used by the City towards the City's affordable housing programs ("Affordable Housing Contribution"). The Affordable Housing Contribution shall be paid by the Owner to the City prior to the issuance of the first residential building permit for the Property.

3. Release. Upon presentation to the County of evidence of payment of the Affordable Housing Contribution, at the request and expense of Owner, the County and City shall cause a release and termination of this Declaration in the form attached hereto as **Exhibit B** to be recorded in the Public Records of Broward County, Florida, evidencing such completed performance of this Declaration. The issuance of the release shall not require County or City Commission approval.

4. Amendments. Except as otherwise provided herein, this Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County and City. The appropriate governmental authority of the County and City shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida, at the then owner's sole expense.

5. Recordation and Effective Date. This Declaration shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approval by the County and City of the requested Application and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the County's or City's approval of the Application. Once recorded, this Declaration shall run with the land for the sole benefit of the County and City and shall bind all successors-in-interest with respect to the Property. This Declaration shall not give rise to any other cause of action by any parties other than the County or City, and no parties other than the County or City shall be entitled to enforce this Declaration. Any failure by the County or City to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

8. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form

of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

IN WITNESS WHEREOF, Owner has executed this Declaration on the day first above written.

CRD FEDERAL LLC,
a Florida limited liability company

By CRD FEDERAL MANAGER LLC
a Florida limited liability company,
Manager

Printed Name:_____

By:_____

Name:_____

Title:_____

Printed Name:_____

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of CRD FEDERAL MANAGER LLC, as Manager of CRD FEDERAL LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Declaration.

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTION
PROPERTY**

EXHIBIT B

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

RELEASE AND TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS

This Release and Termination of Declaration of Restrictive Covenant ("Release and Termination") is effective as of this ____ day of _____, 2021 by **BROWARD COUNTY**, a political subdivision of the State of Florida ("County") and the **CITY OF DEERFIELD BEACH**, a municipal corporation organized pursuant to the State of Florida ("City").

WHEREAS, **CRD FEDERAL LLC**, a Florida limited liability company and **CRD 201 N. FEDERAL LLC** (collectively, "Owner"), the fee simple title owner of the property described on **Exhibit A**, attached hereto ("Property"), entered into that certain Declaration of Restrictive Covenant dated _____ ("Declaration") in favor of the County and City that is recorded at Instrument # _____ in Public Records of Broward County, Florida. Terms not otherwise defined herein shall have the same meaning set forth in the Declaration; and

WHEREAS, pursuant to terms and provisions of the Declaration, the Owner shall pay to the City Five Hundred Dollars (\$500.00) per dwelling unit for the maximum 277 dwelling units allowed on the Property per the Residential Irregular (48.6 du/ac) land use designation in the total amount of **One Hundred and Thirty Eight Thousand Five Hundred Dollars (\$138,500.00)** to be used by the City towards the City's affordable housing programs ("Affordable Housing Contribution"). The Affordable Housing Contribution shall be paid by the Owner to the City prior to the issuance of the first residential building permit for the Property; and

WHEREAS, pursuant to the Declaration, the County and City are required, at the request of the Owner, to execute a release and termination of the Declaration upon the completion of the Affordable Housing Contribution; and

WHEREAS, the Owner has satisfied its obligation pursuant to the Declaration and has paid the Affordable Housing Contribution to the City; and

WHEREAS, Owner desires that the County and City release and terminate the Declaration by executing this Release and Termination to be recorded in the Public Records of Broward County, Florida, pursuant to the terms and conditions as hereinafter set forth; and

WHEREAS, upon the execution of this Release and Termination, no further action by the County or City Commission will be required and this Release and Termination shall constitute the final release of Owner's obligations under the Declaration.

NOW, THEREFORE, County and City intending to be legally bound, hereby state and declare as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The obligations, terms, conditions, covenants and provisions of the Declaration are of no further force and effect and Owner is released from the Declaration and the Declaration is hereby terminated.
3. This Release and Termination shall be construed and governed in accordance with laws of the State of Florida and in the event of any litigation hereunder, the venue for any such litigation, shall be in Broward County, Florida.
4. This Release and Termination shall be recorded in the Public Records of Broward County, Florida, whereby recording fees are to be paid by Owner and shall run with the Property and shall be binding upon and inure to the benefit of the respective successors and assigns of County, City and the respective successors and assigns of Owner.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CRD FEDERAL LLC,
a Florida limited liability company

By: CRD FEDERAL MANAGER LLC

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of CRD FEDERAL MANAGER LLC, as Manager of CRD FEDERAL LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2021.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

CITY

WITNESSES:

CITY OF DEERFIELD BEACH, FLORIDA

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: City Manager

_____ day of _____, 2021

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

_____ day of _____ 2021

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by
_____ as City Manager of THE CITY OF DEERFIELD BEACH, FLORIDA.

He or she is:

☐ personally known to me, or

☐ produced identification. Type of identification produced _____

Seal

NOTARY PUBLIC

Print Name _____

My commission expires:

BROWARD COUNTY

WITNESSES:

BROWARD COUNTY, through its COUNTY
ADMINISTRATOR

Print Name: _____

By: _____

Printed Name: _____

Title: County Administrator

Print Name: _____

_____ day of _____, 2021

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Deputy County Attorney

_____ day of _____ 2021

EXHIBIT F
CONCEPTUAL MASTER PLAN



MASTER SITE PLAN

SCALE: 1"=30'-0"

DRAWN
DATE
SCALE
JOB NO.
SHEET TITLE:

CONCEPTUAL MASTER
SITE PLAN

SHEET NUMBER:

MSP-1
Page 287 of 459

MSA ARCHITECTS, INC.
AAC0000895

8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 275-5911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC. ARCHITECTS OF RECORD FOR THIS PROJECT. ALL RIGHTS ARE RESERVED BY THE ARCHITECT. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING BY THE ARCHITECT.

GEORGE L. MOURIZ
AR0007806

DEERFIELD
BEACH APTS.

FOR:
CENTRUM
LOCATED AT:
221, 231 & 299 N.FEDERAL HWY.

50% SCHEMATIC DESIGN
04/17/2020

BY



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1867

Agenda Date: 6/6/2023

Status: BOARD APPOINTMENT

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ernest "Sandy" Coyman to the Historic Preservation Board; 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 January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004, creating the Historic Preservation Board ("Board") establishing the powers and duties of the Board and providing that the Board shall consist of five regular members. The purpose of the Board is to inventory, designate, certify, regulate, and manage historical resources in the City.

Current Activity

Ernest "Sandy" Coyman has expressed interest in serving on the Board and has been nominated by Commissioner Michael Hudak. Upon approval, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING ERNEST “SANDY”
COYMAN TO THE HISTORIC PRESERVATION BOARD; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board (the “Board”), establishing the powers and duties of the Board, and providing that the Board shall consist of five regular members; and

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

WHEREAS, the purpose of the Board is to inventory, designate, certify, regulate, and manage historic resources in the City; and

WHEREAS, there is currently a vacancy on the Board and Ernest “Sandy” Coyman has expressed an interest in serving on the Board.

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

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

Section 2. Ernest “Sandy” Coyman is hereby appointed to the Historic Preservation Board of the City of Deerfield Beach for a term commencing on June 7, 2023 and ending on May 15, 2027.

Section 3. Ernest “Sandy” Coyman shall serve without compensation and is required to file a financial disclosure statement.

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: May 16, 2023

The attached application from Ernest "Sandy" Coyman for the
Historic Preservation Board has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

Signature:

Date:

Appointing
Elected Official:

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

CITY CLERK'S OFFICE

MAY 17 2023

CITY OF DEERFIELD BEACH
RECEIVED

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Historical Preservation Board

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

Name Ernest "Sandy" Coyman

Address 602 SE 8th Ave

City Deerfield Beach State Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone Work/Mobile Phone 410.726.1238

E-mail sandycoyman@gmail.com

Employer Retired

Address NA

Occupation (if retired, please indicate and list former occupation) Regional/Community Planner

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

None

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

Masters Regional Planning, UNC, Chapel Hill; AB Economics with Honors UNC Chapel Hill

Professional: Certification(s)

Knowledge: Training, interest or experience

Grantsmanship, county historic preservation supervision, community management, environmental planning, urban design. See attached summary of qualifications from my last position as a planning consultant.

Community Involvement: List organizations/positions

Severed on state level smart growth commission, chair and member county and town planning and z

Organizations: Memberships

Member Deerfield Beach Historic/Cultural Society

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: 05/15/23

Print Name: Ernest Coyman

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

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

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



HISTORIC PRESERVATION BOARD

Creating Authority:

Ordinance No. 2020/004

Method of Appointment:

Five (5) Regular Members

Financial Disclosure:

Required

Compensation:

None

Liaison:

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

Meeting Dates:

1st Thursday, quarterly or four (4) times within the calendar year

Functions and Responsibilities:

Providing historical markers, plaques, and other recognition for individual historic resources, districts, archaeological sites, archaeological zones, and paleontological zones.

Recommending zoning and building code amendments to the proper authorities to assist in promoting historic preservation.

Developing and applying design guidelines.

Initiating, reviewing, and updating historic site surveys in the City.

Reviewing National Register nominations and providing comments to the appropriate entities.

Reviewing and making recommendations to City staff regarding grants and financial incentives that assist in promoting historic preservation within the City that are available to property owners and the City.

Promoting the awareness of historic preservation and its community benefits.

Preparing and maintaining records of the Historic Preservation Board's actions and decisions.

Fulfilling all obligations and requirements associated with the Certified Local Government Program.
Promoting and assisting in the creation, program, and work of local historical, archaeological, and genealogical societies.

Method of Appointment:

The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated concern for historic preservation.

After expiration of initial members, those appointed in 2020, all other members shall serve for a two (2) year term.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Kiku Martinson (Mayor)	2440 Lob Lolly Lane, Deerfield Beach, FL 33442	954-422-1710 (h) 954-675-3868 (c)	NEW	2021/028	03/16/21	05/15/25
VACANT (District 1)			NEW			05/15/27
Sophia Gayle (District 2)	643 NW 3rd Way Deerfield Beach, FL 33441	954-421-1971 (h) 954-993-9977 (c)	NEW	2023/062	04/25/23	05/15/27
Amie Kay Tanner (District 3)	111 SE 5th Avenue Odas Tanner Way S. Deerfield Beach, FL 33441	954-245-8937	SANTY	2021/100	07/20/21	05/15/25
Judith Stanich (District 4)	2257 Alba Way. Deerfield Beach, FL 33442	954-461-1152 (h) 561-368-0191 (c)	LING	2023/002	01/10/23	05/15/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1921

Agenda Date: 6/6/2023

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, certifying that the housing constructed by Habitat for Humanity of Broward is consistent with local plans and regulations; 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

In FY 2024, Habitat for Humanity of Broward is planning to construct seven single family homes in Deerfield Beach. Community Contribution Tax Credit (CCTP) is a State of Florida program that provides corporate income tax credits as an incentive for eligible sponsors to donate materials, real property, cash or other physical resources to eligible projects for the construction of affordable housing.

In order to offer these credits to corporate donors like JM Family, Habitat for Humanity of Broward must have a resolution approved by the municipality in which they are building. In essence, this resolution states that the homes are for low-income residents and are consistent with the City of Deerfield Beach's local plans and regulations.

Current Activity

The City of Coral Springs also passed such a resolution on March 15, 2023. It is recommended that the Commission approve the resolution, acknowledging the low-income homes being constructed within the City.

Recommendation

It is recommended that the Commission approve the resolution.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, CERTIFYING THAT THE HOUSING CONSTRUCTED BY HABITAT FOR HUMANITY OF BROWARD IS CONSISTENT WITH LOCAL PLANS AND REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Habitat for Humanity of Broward (the “Habitat”) has a program for building housing designed to offer homeownership to serve low-income residents of the City of Deerfield Beach (the “City”) in an effort to eliminate substandard housing and develop a healthy, safe, and economically viable community; and

WHEREAS, Habitat’s building program makes owner-occupied housing available to all eligible persons through private-public partnerships and “sweat equity” on the part of the purchasing persons; and

WHEREAS, Habitat’s building program is consistent with the City’s local plans and regulations; and

WHEREAS, Chapter 220, Florida Statutes, provides corporate income tax credits such as the Community Contribution Tax Credit, as set out in Section 220.183, Florida Statutes, as an incentive to eligible sponsors to donate material, real property, cash or other physical resources to eligible projects for the construction of affordable housing; and

WHEREAS, Section 220.183, Florida Statutes, requires local governments, via Resolution, to certify that Habitat’s building projects are consistent with the City’s local plans and regulations, and a copy of such Resolution must be included in the application for the community contribution tax credits.

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 certifies that the Habitat for Humanity of Broward’s building program, which provides for the construction of affordable housing for first-time owner-occupied homeowners in the City, is consistent with the City’s local plans and regulations.

Section 3. The appropriate City officials are authorized and directed to file this Resolution with the State of Florida, Office of Tourism, Trade and Economic Development of the Executive Office of the Governor, The Capitol, Suite 2001 Tallahassee, Florida 32399-0001, to enable Habitat for Humanity of Broward to obtain approvals for its projects.

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1917

Agenda Date: 6/6/2023

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, appointing Douglas R. Gonzales, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master in accordance with the provisions of the City of Deerfield Beach Code of Ordinances and Land Development Code; and providing for an effective date. (Funds from Account #001-3009-524-30-26 - Code Compliance/Code Enforcement/Special Magistrate & Account #001-1100-515-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs:\$200/hr.

Account Name: Code Compliance/Code Enforcement/Special Magistrate

Account Number: 001-3009-524-30-26

Secondary Account Name: Other Contractual Services

Secondary Account Number: 001-1100-515-32-99

Background/History

The City Commission appoints special magistrates to hear code enforcement matters involving alleged violations of the City of Deerfield Beach Code of Ordinances (the "City Code"). Douglas R. Gonzales, Esq. has been serving as a Special Magistrate for the City since 2018 and is up for re-appointment. The City Commission also appoints a Zoning Appeals Special Master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master's jurisdiction) pursuant to the City Code and Land Development Code.

Current Activity

The City wishes to provide for the services of a special magistrate to assure the availability of a special magistrate for code enforcement hearings. Additionally, the City wishes to provide for the services of an additional zoning appeals special master to assure the availability of a zoning appeals special master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master's jurisdiction) in accordance with the provisions of the City Code and City Land Development Code.

The City Manager and City Attorney's Office recommend appointing Douglas R. Gonzales, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master for the City of Deerfield Beach.

Recommendation
Approval.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING DOUGLAS R.
GONZALES, ESQUIRE, AS CODE ENFORCEMENT SPECIAL
MAGISTRATE AND ZONING APPEALS SPECIAL MASTER IN
ACCORDANCE WITH THE PROVISIONS OF THE CITY OF
DEERFIELD BEACH CODE OF ORDINANCES AND LAND
DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City Commission appoints special magistrates to hear code enforcement matters involving alleged violations of the City of Deerfield Beach Code of Ordinances (the “City Code”); and

WHEREAS, the City wishes to provide for the services of a special magistrate to assure the availability of a special magistrate for code enforcement hearings; and

WHEREAS, the City wishes to provide for the services of an additional zoning appeals special master to assure the availability of a zoning appeals special master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master’s jurisdiction) in accordance with the provisions of the City Code and City Land Development Code; and

WHEREAS, the City Manager recommends appointing Douglas R. Gonzales, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master for the City of Deerfield Beach; and

WHEREAS, the City Commission wishes to appoint Douglas R. Gonzales, Esquire, as Special Magistrate to hear and decide violations of the City Code in accordance with the provisions of Chapter 2 of the City of Deerfield Beach Code of Ordinances, and to appoint Mr. Gonzales as a Zoning Appeals Special Master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master’s jurisdiction) in accordance with the provisions of the City Code and the City Land Development Code.

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

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

Section 2. The City Commission hereby appoints Douglas R. Gonzales, Esquire, as Special Magistrate to hear code violations in accordance with the provisions of the City Code at the rate of \$200.00 per hour.

Section 3. The City Commission hereby appoints Douglas R. Gonzales, Esquire, as Zoning Appeals Special Master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master's jurisdiction) in accordance with the provisions of the City Code and the City Land Development Code at the rate of \$200.00 per hour.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

DOUGLAS R. GONZALES

603 North Highlands Drive

Hollywood, Florida 33021

(954) 815-1748

excaliburdr@gmail.com

**LEGAL
EXPERIENCE**

November 2017 -
Present

City Attorney, City of Hollywood, Florida

Appointed City Attorney for eight attorney / seven staff in-house City Attorney's office. Responsible for all aspects of management, administration and decision making for the office. Represent elected officials in all phases of legal representation.

April 2016 -
November 2017

City Attorney, City of Margate, Florida

Sole in-house attorney responsible for all aspects of representation, including rendering of legal advice to the City Commission and all City staff. Preparation of agenda items; prepare contracts and conduct contract review; provide legal advice to the Civil Service, Board of Adjustment, and Planning and Zoning Boards as well as the Special Magistrate; advise City staff regarding a wide range of issues including land use and planning; Community Redevelopment Agency matters; forfeitures; administration, building, code enforcement, finance, economic development, public works, utilities, police (as well as Police Legal Advisor) and fire, parks and recreation, procurement, and city clerk departments. Conduct union negotiations and prepare code revisions, including complete re-write of the City procurement code. Handle litigation that is maintained in house, including labor, civil rights, appellate, and liability matters, and supervise all outside and insurance counsel. In addition, served as Acting City Manager for in excess of 30 days while also serving as City Attorney.

January 1999 -
November 2015

Partner, Weiss Serota Helfman Cole & Bierman, P.L.
Fort Lauderdale, Florida

One of three attorneys opening the Broward office of an existing Miami-Dade County municipal full services law firm. Served as primary City Attorney for the City of Miramar, Florida, from November 2006 to November 2015. Partner from 2005 to November 2015.

Municipal: Responsible for all aspects of government practice for the City of Miramar. Prepared, reviewed and revised City contracts, and created form procurement documents. Prepared all legislation, including Resolutions and Ordinances. Worked closely with elected officials and City staff on all aspects of municipal

representation. In addition, served as City's Police Legal Advisor, presenting 17 seminars in 2015 for police accreditation purposes.

Litigation: Chair of Firm's Liens, Foreclosures and Forfeitures Group, handling all code enforcement, foreclosure, bankruptcy and forfeiture litigation. Admitted in bankruptcy courts throughout the United States. Served as Municipal Prosecutor for the City of Weston, Florida, from 2002 to November 2015, and created the Special Magistrate systems used in Opa Locka, the Town of Medley and Cooper City, Florida. Experience handling the defense of civil rights claims and personal injury defense, evictions and related municipal trial work at the state and federal level. Reviewed all pre-suit insurance claims and evaluated all insurance defense litigation.

July 1995 -
January 1999

Assistant City Attorney, City of Hollywood, Florida

Developed, implemented and managed municipal prosecutor's office. Responsibilities included code enforcement and special magistrate hearings; prosecution of municipal ordinance violations; foreclosures; bankruptcies; eminent domain; unsafe structures; commercial litigation and administrative tasks. Trained and supervised replacement municipal prosecutor following promotion to litigation defense team. Responsibilities included all phases of both commercial and civil defense litigation with a focus on litigation with political implications.

May 1993 -
June 1996

Associate, William C. Stalions, P.A.
Fort Lauderdale, Florida

Practice in all phases of commercial litigation, bankruptcy and appellate law.

Additional work experience available upon request.

MEMBERSHIPS

Florida Bar, May 1990
Martindale-Hubbell AV Peer Rating Review
United States District Court, Southern District of Florida, 1991
Broward County Bar Association, 1990
Life Member of the Florida Police Chief's Association

EDUCATION

December 1989

University of Florida College of Law. Juris Doctor
Gainesville, Florida

December 1985	<i>University of Florida.</i> B.S.B.A. in Finance, With Honors Gainesville, Florida
Honors / Activities	Dean's List, two semesters; Student Honor Court Attorney General Staff; Beta Gamma Sigma Business Scholastic Honor Society; Phi Eta Sigma Freshman Honorary, and Delta Chi social fraternity
Other	Adjunct Professor, College of Arts, Humanities and Social Sciences, Department of Justice & Human Services, <i>Nova Southeastern University</i> (December 2016 to Present); served two terms on Florida League of Cities' Legislative Policy Finance and Taxation Committee (2016 to Present)



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1923

Agenda Date: 6/6/2023

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, appointing Thomas J. Ansbro, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master in accordance with the provisions of the City of Deerfield Beach Code of Ordinances and Land Development Code; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$200/hr.

Account Name: Code Compliance/Code Enforcement/Special Magistrate

Account Number: 001-3009-524-30-26

Secondary Account Name: Other Contractual Services

Secondary Account Number: 001-1100-515-32-99

Background/History

The City Commission appoints special magistrates to hear code enforcement matters involving alleged violations of the City of Deerfield Beach Code of Ordinances (the "City Code"). The City Commission also appoints a Zoning Appeals Special Master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master's jurisdiction) pursuant to the City Code and Land Development Code.

Current Activity

The City wishes to provide for the services of an additional special magistrate to assure the availability of a special magistrate for code enforcement hearings. The City wishes to provide for the services of a zoning appeals special master to assure the availability of a zoning appeals special master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master's jurisdiction) in accordance with the provisions of the City Code and City Land Development Code.

The City Manager and the City Attorney's Office recommend appointing Thomas J. Ansbro, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master for the City of Deerfield Beach.

Recommendation

Approval.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING THOMAS J.
ANSBRO, ESQUIRE, AS CODE ENFORCEMENT SPECIAL
MAGISTRATE AND ZONING APPEALS SPECIAL MASTER IN
ACCORDANCE WITH THE PROVISIONS OF THE CITY OF
DEERFIELD BEACH CODE OF ORDINANCES AND LAND
DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, the City Commission appoints special magistrates to hear code enforcement matters involving alleged violations of the City of Deerfield Beach Code of Ordinances (the “City Code”); and

WHEREAS, the City wishes to provide for the services of a special magistrate to assure the availability of a special magistrate for code enforcement hearings; and

WHEREAS, the City wishes to provide for the services of a zoning appeals special master to assure the availability of a zoning appeals special master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master’s jurisdiction) in accordance with the provisions of the City Code and City Land Development Code; and

WHEREAS, the City Manager recommends appointing Thomas J. Ansbro, Esquire, as Code Enforcement Special Magistrate and Zoning Appeals Special Master for the City of Deerfield Beach; and

WHEREAS, the City Commission wishes to appoint Thomas J. Ansbro, Esquire, as Special Magistrate to hear and decide violations of the City Code in accordance with the provisions of Chapter 2 of the City of Deerfield Beach Code of Ordinances, and to appoint Mr. Ansbro as a Zoning Appeals Special Master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master’s jurisdiction) in accordance with the provisions of the City Code and the City Land Development Code.

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

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

Section 2. The City Commission hereby appoints Thomas J. Ansbro, Esquire, as Special Magistrate to hear code violations in accordance with the provisions of the City Code at the rate of \$200.00 per hour.

Section 3. The City Commission hereby appoints Thomas J. Ansbro, Esquire, as Zoning Appeals Special Master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master's jurisdiction) in accordance with the provisions of the City Code and the City Land Development Code at the rate of \$200.00 per hour.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

THOMAS J. ANSBRO
6631 NW 22nd Street
Margate, Florida 33063
(954) 651-2070

I serve as a Special Magistrate for the cities of Boca Raton, Parkland, Coral Springs, Lauderdale-by-the-Sea, Wilton Manors, Hollywood and Dania Beach. I preside over Code Compliance hearings for them and, for Boca Raton and Lauderdale-by-the-Sea, I preside over parking citation appeal hearings as a Special Magistrate. I also preside in that capacity for Wilton Manors and Hollywood for special set hearings for "forty year" compliance cases and vacation rental cases for those cities, respectively. I also was appointed by Boca Raton as its Civil Service Board attorney and as the Unsafe Structures Board attorney for Coral Springs. I assist the City of Coconut Creek in presiding over Code Compliance fine mitigation hearings, as well. I have recently been appointed to serve as Special Magistrate for the City of Dania Beach, City of Margate and the City of Fort Lauderdale.

Public Sector Experience

City Attorney

City of Dania Beach, Florida
January 1998 to December 2021

I was the in-house City Attorney and served in that capacity since October 1, 2005. However, I served as the Dania Beach City Attorney continuously for over twenty (20) years, beginning in January 1998, when I was associated with the law firm of Brinkley Morgan, when the firm and I were selected at that time to serve as outside (City Attorney) counsel. In January, 2001, I transferred to the law firm of Weiss, Serota, Helfman, Cole & Bierman, P.L., where I continued to serve as the Dania Beach City Attorney until beginning full-time employment in that capacity with the City in 2005. As the chief legal advisor, I attended all City Commission, Planning and Zoning Board, Dania Beach Community Redevelopment Agency Board and Charter Review Board meetings. I served as the legal advisor to the City Commission, City Manager, Department Heads, and monitored outside legal counsel (such as labor counsel and litigation matters).

City Attorney for City of Dania Beach

Weiss, Serota, Helfman, Cole, & Bierman, P.L.
Fort Lauderdale, Florida
2001 to 2005

City Attorney for City of Dania Beach

Brinkley Morgan
Fort Lauderdale, Florida
1998 to 2001

Assistant City Attorney for City of Plantation

Brinkley Morgan
Fort Lauderdale, Florida
1994 to 1998

Deputy City Attorney, Assistant City Attorney, and City Prosecutor

City of Fort Lauderdale, Florida
1976 to 1988

Special Magistrate for Code Compliance

- Town of Lauderdale-By-The-Sea (2012 to present)
- City of Hollywood (2014 to present)
- City of Wilton Manors (2016 to present)
- City of Boca Raton (2017 to present)
- City of Parkland (2021 to present)
- City of Coral Springs (February 2022 to Present)
- City of Dania Beach, Florida (Appointed July 2022)
- City of Margate, Florida (Appointed November 2022)
- City of Fort Lauderdale (Appointed December 2022)

Private Sector Experience

Associate General Counsel

Florida Atlantic University
Boca Raton, Florida
1990 to 1996*

As Associate General Counsel, I assisted the General Counsel in providing advice to the University President, administrators, college deans, faculty members, staff and student organizations on a variety of legal matters. I drafted and negotiated University contracts, prepared legal memoranda and issued legal opinions for the University. I also served as the legal advisor to the FAU Institutional Review Board.

Attorney

Goldberg & Young, P.A.
Fort Lauderdale, Florida
1988 to 1990

I conducted litigation and represented private sector clients in zoning, commercial and Code Enforcement matters in municipalities, counties and agencies in the Miami-Dade, Broward and Palm Beach County areas.

Private Practice

Fort Lauderdale, Florida
1974 to 1976

I primarily conducted a general civil practice (principally consisting of zoning, landlord-tenant and marital matters, as well as contract work).

Education

Juris Doctorate

University of Florida

Bachelors of Art in English

Loyola University Chicago

Professional Affiliations

Florida Bar

Broward County Bar Association

Admitted to practice in:

All Florida state courts
United States 11th Circuit Court of Appeals

United States District Court, Southern District
United States Supreme Court

(*NOTE: From September, 1994 to September, 1996, I was employed by both the Brinkley law firm and the University, each on a part-time basis (20+ hours per week). I began full-time with the law firm in September, 1996).



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1869

Agenda Date: 6/6/2023

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, authorizing the submission of the Clean Water State Revolving Fund Program Loan Application; approving and authorizing execution of the Loan Agreement; establishing revenues pledged for the repayment of the loan; providing for implementation, conflicts, severability, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Florida Department of Environmental Protection (FDEP) Clean Water State Revolving Fund (CWSRF) program provides low-interest loans to local governments for planning, designing and constructing water pollution control facilities under [Chapter 62-503, F.A.C.](#) FDEP receives funding requests throughout the year for wastewater, stormwater, and other types of projects. The information gathered in the request is used to establish a project's eligibility for funding and priority score through a public hearing process. Projects are funded, in order of their priority score, until funds are exhausted.

In February 2022, the City Commission approved submittal of a Request for Inclusion to the CWSRF program to fund the Reclaimed Water Main project in conjunction with the Florida Department of Transportation (FDOT) SW 10th Street Connector Project. Reclaimed water, also known as "purple pipe" is water recovered from domestic, municipal, or industrial wastewater treatment facilities that has been given a high degree of treatment and deemed safe for many non-potable water needs.

The project scope of work will involve construction of a 12-inch reclaimed water main on SW 10th Street from the Florida Turnpike (Powerline Road) to I-95 (Natura Boulevard). The estimated cost to install the reclaimed water main is \$ 11,197,847.07 of which FDOT has committed to contributing 50% (\$5,598,923.54). The City's share is 50%.

Current Activity

The Clean Water State Revolving Fund (CWSRF) loan application process is initiated once a project has been placed on the priority list. In November 2022, the City of Deerfield Beach Reclaimed Water Main project was added to the FY23 CWSRF priority list for Phase I funding in the amount of \$1,900,606. The City is required to submit a loan application and enter into a loan agreement with the Florida Department of Environmental Protection to receive the funding. The anticipated low interest loan amount of \$1,900,606 will be repaid via the City's Utility Fund.

Phase II funding is on the CWSRF waiting list, scheduled for prioritization at the August 2023 SRF public hearing.

It is recommended that the City Commission authorize submission of a Clean Water State Revolving Fund Program loan application to the Florida Department of Environmental Protection for the Reclaimed Water Main Project and execution of the loan agreement.

Recommendation

It is recommended that the City Commission authorize submission of a Clean Water State Revolving Fund Program loan application to the Florida Department of Environmental Protection for the Reclaimed Water Main Project and execution of the loan agreement.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF THE CLEAN WATER STATE REVOLVING FUND PROGRAM LOAN APPLICATION; APPROVING AND AUTHORIZING EXECUTION OF THE LOAN AGREEMENT; ESTABLISHING REVENUES PLEDGED FOR THE REPAYMENT OF THE LOAN; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) Clean Water State Revolving Fund (“CWSRF”) program provides low-interest loans to local governments for planning, designing and constructing water pollution control facilities under Chapter 62-503, F.A.C.; and

WHEREAS, FDEP receives funding requests throughout the year for wastewater, stormwater, and other types of projects and the information gathered in the request is used to establish a project’s eligibility for funding and priority score through a public hearing process, with projects funded in order of their priority score until funds are exhausted; and

WHEREAS, in February 2022, the City of Deerfield Beach City Commission (“City Commission”) approved submittal of a Request for Inclusion to the CWSRF program to fund the Reclaimed Water Main project in conjunction with the Florida Department of Transportation (FDOT) SW 10th Street Connector Project; and

WHEREAS, the project scope of work will involve construction of a 12-inch reclaimed water main on SW 10th Street from the Florida Turnpike (Powerline Road) to I-95 (Natura Boulevard), with an estimated cost to install the reclaimed water main of \$11,197,847.07, of which FDOT has committed to contributing 50% (\$5,598,923.54) and the City of Deerfield Beach’s (“City”) share is 50%; and

WHEREAS, in November 2022, the City Reclaimed Water Main project was added to the FY23 CWSRF priority list for Phase I funding in the amount of \$1,900,606; and

WHEREAS, the City is required to submit a loan application and enter into a loan agreement with the Florida Department of Environmental Protection to receive the funding, and the anticipated low interest loan amount of \$1,900,606 will be repaid via the City’s Utility Fund.

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 authorizes the submission of a Clean Water State Revolving Fund Program loan application to the Florida Department of Environmental Protection for the Twelve Inch Reclaimed Water Main Project.

Section 3. The revenues pledged for the repayment of the loan are net water and sewer utility system revenues after payment of debt service on the City's Series 20 [SMT] 2018 Water and Sewer System Revenue Bonds and the Series 20 [SMT] 09 Water and Sewer System Refunding Revenue Bonds.

Section 4. The City Manager is hereby authorized to execute the loan application and to provide all assurances and commitments required by the loan application, and authorized to execute the Loan Agreement, which will become a binding obligation in accordance with its terms when signed by the parties.

Section 5. The City Manager is hereby authorized to delegate responsibility to appropriate City staff to carry out the technical, financial, and administrative activities associated with the loan agreement.

Section 6. That the legal authority for borrowing monies to construct this project is the Florida Statutes.

Section 7. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 8. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 9. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 10. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

CAPITAL FINANCING PLAN

City of Deerfield Beach

(Project Sponsor)

David Santucci, City Manager

(Authorized Representative and Title)

150 NE 2nd Avenue, Deerfield Beach, FL 33441

(City, State, and Zip Code)

Sharon Haynes, Assistant Director of Financial Services,
954-571-7545

(Capital Financing Plan Contact, Title and Telephone Number)

150 NE 2nd Avenue

(Mailing Address)

Deerfield Beach, FL 33441

(City, State, and Zip Code)

The Department needs to know about the financial capabilities of potential State Revolving Fund (SRF) loan applicants. Therefore, a financial capability demonstration (and certification) is required well before the evaluation of the actual loan application.

The sources of revenues being dedicated to repayment of the SRF loan are Operating Revenues
(Note: Projects pledging utility operating revenues should attach a copy of the existing/proposed rate ordinance)

Estimate of Proposed SRF Loan Debt Service

Capital Cost*	<u>\$ 5,598,923.54</u>
Loan Service Fee (2% of capital cost)	<u>\$ 111,978.47</u>
Subtotal	<u>\$ 5,710,902.01</u>
Capitalized Interest**	<u>\$ 83,950.26</u>
Total Cost to be Amortized	<u>\$ 5,794,852.27</u>
Interest Rate***	<u>0.49%</u>
Annual Debt Service	<u>\$ 289,742.61</u>
Annual Debt Service Including Coverage Factor****	<u>\$ 333,204.01</u>

* Capital Cost = Allowance + Construction Cost (including a 10% contingency) + Technical Services after Bid Opening.

** Estimated Capitalized Interest = Subtotal times Interest Rate times construction time in years divided by two.

*** 20 GO Bond Rate times Affordability Index divided by 200.

**** Coverage Factor is generally 15%. However, it may be higher if other than utility operating revenues are pledged.

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least fifteen fiscal years. Use additional pages as necessary.

#1 Refunding Note Series 2018 Coverage % 115% Insured (Yes/No) Yes	#2SRF Water Pollution WW693030 Coverage % 115% Insured (Yes/No) Yes	#3SRF Water Pollution WWW69302L Coverage % 115% Insured (Yes/No) Yes
#4 Coverage % Insured (Yes/No)	#5 Coverage % Insured (Yes/No)	#6 Coverage % Insured (Yes/No)

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**SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement)

	FY2020	FY2021
(a) Operating Revenues (Identify)		
Water Sales	15,212,931	15,058,960
Sewer Sales	8,351,282	8,063,110
(b) Interest Income	596,119	40,349
(c) Other Incomes or Revenues (Identify)		
Engineering	126,990	248,757
Miscellaneous	386,380	518,346
(d) Total Revenues	24,673,702	23,889,173
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	24,332,375	24,110,893
(f) Net Revenues (f = d – e)	341,327	(221,720)
(g) Debt Service (including coverage) Excluding SRF Loans	1,717,071	1,564,286
(h) Debt Service (including coverage) for Outstanding SRF Loans	2,661,749	2,661,748
(i) Net Revenues After Debt Service (i = f – g – h)	-2,320,422	-2,440,0284

Source: FY2020 - Audited Financial Statements for the year ending 09/30/2020

Notes: FY2021 Audited Financial Statements for the year ending 09/30/2021

**SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE
FOR PLEDGED REVENUE**
(Begin with the fiscal year preceding first anticipated semiannual loan payment)

	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>FY 28</u>	<u>FY 29</u>
(a) Operating Revenues (Identify)					
Water Sales	<u>16,706,879</u>	<u>16,764,174</u>	<u>16,821,886</u>	<u>16,880,020</u>	<u>16,938,578</u>
Sewer	<u>9,525,105</u>	<u>9,572,974</u>	<u>9,621,192</u>	<u>9,669,762</u>	<u>9,718,686</u>
(b) Interest Income					
(c) Other Incomes or Revenues (Identify)					
Engineering fees, meter install, Delinquent fees	<u>474,102</u>	<u>438,804</u>	<u>438,941</u>	<u>439,079</u>	<u>439,218</u>
	<u>26,706,086</u>	<u>26,775,952</u>	<u>26,882,019</u>	<u>26,988,861</u>	<u>27,096,482</u>
(d) Total Revenues					
(e) Operating Expenses ¹	<u>13,104,372</u>	<u>13,624,324</u>	<u>14,167,498</u>	<u>14,735,034</u>	<u>15,328,773</u>
(f) Net Revenues (f = d - e)	<u>13,601,714</u>	<u>13,151,628</u>	<u>12,714,521</u>	<u>12,253,827</u>	<u>11,767,709</u>
(g) Existing Debt Service on Non-SRF Projects (including coverage)	<u>1,230,142</u>	<u>1,231,601</u>	<u>1,232,325</u>	<u>1,233,095</u>	<u>1,233,741</u>
(h) Existing SRF Loan Debt Service (including coverage)	<u>499,298</u>	<u>510,452</u>	<u>0</u>	<u>0</u>	<u>0</u>
(i) Total Existing Debt Service (i = g + h)	<u>1,729,440</u>	<u>1,742,053</u>	<u>1,654,688</u>	<u>1,233,095</u>	<u>1,233,741</u>
(j) Projected Debt Service on Non-SRF Future Projects (including coverage)	<u>210,646</u>	<u>210,646</u>	<u>210,646</u>	<u>210,646</u>	<u>210,646</u>
(k) Projected SRF Loan Debt Service (including coverage)					
(l) Total Debt Service (Existing and Projected) (l = i + j + k)	<u>1,940,086</u>	<u>1,952,699</u>	<u>1,865,334</u>	<u>1,443,741</u>	<u>1,444,387</u>
(m) Net Revenues After Debt Service (m = f - l)	<u>11,661,628</u>	<u>11,198,929</u>	<u>10,849,187</u>	<u>10,810,086</u>	<u>10,323,322</u>

Source:

Notes: (i.e. rate increases, explanations, etc.)

1. For existing and proposed facilities, excluding interest on debt, depreciation, and other non-cash items.

CERTIFICATION

I, Stephanie Tinsley, certify that I have reviewed the information
Chief Financial Officer (please print)

included in the preceding capital financing plan worksheets, and to the best of my knowledge, this
information accurately reflects the financial capability of City of Deerfield Beach

Project Sponsor

I further certify that City of Deerfield Beach has the financial capability to ensure
Project Sponsor

adequate construction, operation, and maintenance of the system, including this SRF project.

Stephanie Tinsley

Signature

09.27.2022

Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1887

Agenda Date: 6/6/2023

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 work authorization with Rummel, Klepper & Kahl, LLP, to provide professional engineering services related to the Floridan Aquifer Well Rehabilitation Project at the West Water Treatment Plant in an amount not to exceed \$65,890.00; providing for execution and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other Than Building)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$65,890.00

Account Name: Improvements Other Than Buildings

Account Number: 413-5020-533-60-31 Project Code- ARP41330

Background/History

The Floridan Well Rehabilitation Project is one of the American Rescue Plan designated funded projects. The City's West Wellfield, Floridan Aquifer (FA) Wells FA-1 and FA-2 have performance issues relating to excessive sand and silt production during operations at relatively low flow rates. Both wells are currently performing below design projections.

Well FA-2 is the City's primary source of brackish feedwater for the reverse osmosis water treatment plant. FA-1 was historically utilized as a secondary source for the reverse osmosis water treatment plant and has several years of limited use as an aquifer storage and recovery well. Evaluations of historical well performance information, coupled with interviews of city staff, provided the background necessary to specify and implement the appropriate rehabilitation procedures.

Current Activity

On April 22, 2022, the City entered into a Work Authorization with Rummel, Klepper and Kahl, LLP ("RKK") to provide professional engineering services relating to technical assistance for the development of contract documents as well as technical assistance with the bidding process for the rehabilitation of upper Floridan Aquifer water supply wells, specifically to restore the FA-1 and FA-2 wells. As RKK is intimately familiar with the defined rehabilitation procedures and testing protocols of the project, City staff determined they were the most qualified to perform additional services on this project. Staff requested RKK provide a proposal for hydrogeological consulting and construction phase services to coordinate, manage and document the testing and development procedures to be performed by the selected water well contractor to rehabilitate the City's two Floridan Aquifer and brackish water supply wells. In accordance with Section 287.055, Florida Statutes, the Consultants'

Competitive Negotiation Act ("CCNA"), the City and RKK entered into a master CCNA continuing services contract dated April 12, 2021 and the parties desire to enter into the attached Work Authorization to provide the services described in Exhibit "A" to the Work Authorization.

Recommendation

It is recommended that the City Commission approve the work authorization with RKK to provide construction phase services related to the American Rescue Plan funded, Floridan Aquifer Well Rehabilitation (ARP41330) Project at the West Water Treatment Plant.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH RUMMEL, KLEPPER & KAHL, LLP, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FLORIDAN AQUIFER WELL REHABILITATION PROJECT AT THE WEST WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$65,890.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City's west wellfield, specifically Floridan Aquifer Wells FA-1 and FA-2 are experiencing performance issues relating to excessive sand and silt production during operations at relatively low rates, which are below design projections; and

WHEREAS, Well FA-2 is the City's primary source of brackish feedwater for the reverse osmosis water treatment plant, and Well FA-1 was historically utilized as a secondary source for the reverse osmosis water treatment plant and has several years of limited use as an aquifer storage and recovery well; and

WHEREAS, based upon evaluations of historical well performance information it was determined that rehabilitation of the wells was necessary; and

WHEREAS, this project has been designated for American Rescue Plan Act funding; and

WHEREAS, on April 22, 2022, the City and Rummel, Klepper & Kahl, LLP ("RKK") entered into a Work Authorization for RKK to provide technical assistance in the preparation of contract documents and bidding process for the rehabilitation of upper Floridan Aquifer Wells to restore the FA-1 and FA-2 Wells at the West Water Treatment Plant in an amount not-to-exceed \$24,995.00; and

WHEREAS, as the rehabilitation project is progressing, the Department of Environmental Services has determined that is necessary to retain a firm to provide hydrogeological consulting and construction phase services (the "Services") to coordinate, manage, and document the testing and development procedures to be performed by the selected water well contractor to rehabilitate the two Floridan Aquifer, brackish water supply wells; and

WHEREAS, as RKK is familiar with the Floridan Aquifer Wells and the City currently has a continuing services contract with RKK, the City requested a proposal from RKK for the Services, and negotiated a project scope and fee in the amount of \$65,890.00, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to RKK under the terms and conditions of the existing continuing services contract and the proposal attached as Exhibit "A"

to the Work Authorization, in an amount not to exceed \$65,890.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with RKK, attached as Exhibit “1”, in an amount not to exceed \$65,890.00.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Rummel, Klepper & Kahl, LLP, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$65,890.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with RKK, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND RUMMEL, KLEPPER & KAHL, LLP. FOR PROFESSIONAL ENGINEERING SERVICES

This Work Authorization is entered into this ____ day of _____, 2023, by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and Rummel, Klepper & Kahl, LLP, a Florida corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1 **RECITALS**

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2 **SCOPE OF SERVICES**

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with American Rescue Plan Requirements, attached as Exhibit "B", and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$65,890.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5
TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6
CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7
INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9
INSURANCE

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

- 9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 9.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

- 9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

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

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

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12
AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

Rummel, Klepper & Kahl, LLP

By: _____
Signature

Name: Nathan C. Atkinson, PE _____

Title: _____

This ____ day of _____, 2023.

EXHIBIT A SCOPE OF SERVICES



800 Corporate Drive, Suite 102 | Fort Lauderdale, FL 33334 | P 754.228.3100 | www.rkk.com

April 25, 2023

Joshua Niemann Water Plant
Manager City of Deerfield Beach
290 Goolsby Blvd.
Deerfield Beach, FL 33442

RE: Proposal and Work Order Authorization Request for Hydrogeological Services
City of Deerfield Beach Floridan Aquifer Well Rehabilitations
West Water Treatment Plant, Deerfield Beach, Broward County, Florida

Dear Mr. Niemann:

The City of Deerfield Beach (City) has requested that RK&K provide a work order proposal for hydrogeological consulting services to coordinate, manage and document the testing and development procedures to be performed by the selected water well contractor to rehabilitate the City's two Floridan Aquifer, brackish water supply wells. RK&K developed the Technical Specification for the rehabilitation program and is therefore intimately familiar with the defined rehabilitation procedures and testing protocols. RK&K also previously permitted the planned well water discharge to the C-2 Broward County canal with the Florida Department of Environmental Protection (FDEP).

The City's West Wellfield, Floridan Aquifer (FA) Wells FA-1 and FA-2 have performance issues relating to excessive sand and silt production during operation at relatively low flow rates. Well FA-2 is the City's primary source of brackish feedwater for the low-pressure reverse-osmosis (LPRO) WTP. FA-1 was historically utilized as a secondary source for the LPRO WTP, after several years of limited use as an aquifer storage and recovery (ASR) well. Reviews of historical well performance information, coupled with interviews of City staff, provided the background necessary to specify and implement the appropriate rehabilitation procedures. Based on past well assessment activity (by others), FA-1 has not been operated since at least that most recent well performance assessment in September 2018. Well FA-2 is operated at a reduced flow rate of less than one (1) million gallons per day (mgd) to limit the production of excessive quantities of sand/silt and extend the life of the (pre-) filter cartridges at the LPRO WTP. WTP records indicate that the design pumping rate for Well FA-1 was 1,500 gallons per minute (gpm) and the design pumping rate for FA-2 was 2,800 gpm. The artesian head at the wells under static conditions is about 31 feet above land surface. The most recent assessment program indicated that, at only about two-thirds of the well's design pumping rates, the wells produced sand and/or silt at concentrations well above the industry standard of less than one (1) part per million (ppm) and silt density index (SDI) plugging factors above the typical RO membrane pre-filter standard of 3.0.

This rehabilitation program was initiated as a means of improving the Floridan Aquifer wells' performance to provide a combined raw water capacity of at least 3.0 mgd. and up to 3.99 mgd at a SDI plugging factor of less than 3.0. Note that the wells are permitted for a combined raw water flow of 4.0 mgd. Although a smaller diameter well, Well FA-1 currently has a higher yield per foot of drawdown. The final sand content in the wells after rehabilitation will dictate the final design pumping rate for each well.

The first goal of the project is to restore the capacity of Well FA-2 such that it can operate at a reasonable design rate between 2.0 and 2.5 mgd (1,390 to 1,740 gpm) with a produced sand content of less than one

(1) ppm and an SDI plugging factor below 3.0. The second goal of the project is to restore the capacity of Well FA-1 such that it can operate at a reasonable design rate between 1.5 and 2.15 mgd (1,040 to 1,490 gpm) with a produced sand content of less than one (1) ppm and an SDI plugging factor below 3.0.

[Engineers](#) | [Construction Managers](#) | [Planners](#) | [Scientists](#)

APPROACH

The Technical Specification for both of the City's Floridan Aquifer supply wells was developed to provide the City with unit pricing for only those procedures deemed necessary by the condition of the well(s) and the success of prior rehabilitation methods. Because the City's West WTP can operate without the LPRO system permeate for an indefinite period, diagnosis and rehabilitation will begin at Well FA-2.

The specified procedures will first include a diagnostic video survey of each well to ensure that the Technical Specification can accomplish the stated goals in the event that the condition of the borehole(s) is not as anticipated. In addition, existing or newly acquired samples of sand and silt on pre-filter cartridges for Wells FA-1 and FA-2 will undergo specialized analysis per Bid Item B-18.

Non-routine procedures are included as optional "Contingency" Bid Items such that the City will have negotiated prices even for unlikely well conditions. The procedures for routine well performance enhancement include pre- and post-treatment pump testing, low-strength acid treatment followed by pumping (development) of each well at a discharge rate that significantly exceeds the 'design' pumping rate. The rehabilitation procedures planned for Well FA-2 will occur in less than five (5) weeks; although the duration of the period for the work program is estimated at approximately twelve (12) calendar weeks (per well) including mobilization, equipment setup, flow suppression, and pump removal and reinstallation activities. A similar period is expected to be required at Well FA-1.

SCOPE OF WORK

The scope of work includes those hydrogeological consulting services required to coordinate, manage, and document the activities to be performed by the selected water well contractor, and will include authorized tasks:

- **Pre-rehabilitation Planning.** Coordination meeting between representatives of the City, RK&K and the selected water well Contractor to set a schedule for routine project meetings and begin negotiation of "contingency" bid item unit prices and review the contingencies which may warrant the use of those bid items. In addition, the meeting will cover the onsite coordination of activities with the City and RK&K staff, with an emphasis on the permitted release of fluids from the wells for development and testing purposes.
- **Project Review Meetings.** These meetings will be scheduled to be either in-person or remote attendance and are expected to take place twice per month, with additional meetings to be scheduled on an as-needed basis. We assume that this task will be limited to no more than six (6), one-hour meetings (or the equivalent).
- **Project Management.** This task will be limited to non-meeting coordination of the Contractor's activities, but will also include agency interface, submittals review and logging for new or replacement equipment, contractor pay request recommendations, as-needed unit-price negotiation assistance, documentation review, and staff management by the project manager and his immediate supervisors.
- **Onsite Consulting/Representation.** This task will be limited to onsite Client representation, documentation and coordination to verify that well rehabilitations are performed per the Technical Specification, the FDEP permit and the overall intent of the well performance-improvement program.
- **Reporting.** A memorandum describing the methodologies and results of rehabilitation and testing of each well, to include a description of the methods employed for rehabilitation and testing, a review of the results of each procedure, an assessment of the initial performance of each Floridan Aquifer water supply production well and the wells' performance after the completion of the Contractor's rehabilitation services.



PROPOSED PROFESSIONAL FEE

A summary of professional fees is enclosed as **Attachment 1** to define the RK&K labor hours and fees proposed for the required tasks identified in the above scope of work. This estimate is based on monthly, percent-complete, lump-sum billing. If "Contingency" bid items are deemed by the City to be necessary additions to the contractor's scope of work, and if the total work scope and schedule expands as a result, then RK&K may request a change order for additional consulting services. No additional work will be performed without prior City authorization.

We appreciate the opportunity to assist the City of Deerfield Beach with this important project. If you have questions or comments, please feel to contact me via e-mail at natkinson@rkk.com, or Mike Waldron at either mwaldron@rkk.com or (561) 719-2421.

Sincerely,
Rummel, Klepper & Kahl, LLP



Michael J. Waldron, PG Manager /
Hydrogeology

DocuSigned by:



Nathan C. Atkinson, PE Partner

Enclosures:
Attachment 1: Project Fee Estimate

cc:
Brad McMahan, PE; RK&K

PROJECT FEE ESTIMATE



A. LABOR FEE ESTIMATE BY TASK AND EMPLOYEE

Employee Labor Category →		Partner	Client Manager	Project Manager	Senior Hydrogeologist	CAD Professional	Data Specialist	Professional Administration III	Master Technician	Technician / Inspector	Total (Hours by Task)	Fee (\$ by Task)
Task #												
1	Task 1 - Well FA-2 Rehabilitation Pre-work Planning			3							3	\$735.00
2	Task 1.1 Project Review Meetings (every 4 weeks)	1	2	6	2						11	\$2,745.00
3	Task 1.2 Project Management	1	3	16	12			8			40	\$8,590.00
4	Task 1.3 Onsite Consulting			56							56	\$13,720.00
5	Task 1.4 Reporting		1	6	16	3	8				34	\$6,640.00
6	Task 2 - Well FA-1 Rehabilitation Pre-work Planning			3							3	\$735.00
7	Task 2.1 Project Review Meetings	1	2	6	2						11	\$2,745.00
8	Task 2.2 Project Management	1	3	16	12			8			40	\$8,590.00
9	Task 2.3 Onsite Consulting			56							56	\$13,720.00
10	Task 2.4 Reporting		1	6	16	3	8				34	\$6,640.00
Total (Hours by Labor Category) →		4	12	174	60	6	16	16	0	0	288	← TOTAL HOURS
Labor (\$ by Labor Category) →		\$1,140.00	\$3,300.00	\$42,630.00	\$13,200.00	\$750.00	\$2,000.00	\$1,840.00	\$0.00	\$0.00	TOTAL LABOR →	\$64,860.00

Total Labor (From Table A):	\$64,860.00
Direct Expenses (From Table B):	\$1,030.00
PROJECT FEE:	\$65,890.00

PROJECT FEE ESTIMATE

Direct Expense Category →		Mileage	Airfare	Rental Car	Overnight Lodging	Meals / Per Diem	In-House Reproduction	Outsourced Reproduction	Delivery / Shipping / Postage	Miscellaneous Expenses	Expense (\$ by Task)
Category Type →		Travel					Production & Shipping				
Task #	Task Description										
1	Task 1 - Well FA-2 Rehabilitation Pre-work Planning										\$0.00
2	Task 1.1 Project Review Meetings (every 4 weeks)										\$0.00
3	Task 1.2 Project Management										\$0.00
4	Task 1.3 Onsite Consulting	\$335.00								\$180.00	\$515.00
5	Task 1.4 Reporting										\$0.00
6	Task 2 - FA-1 Rehabilitation Pre-work Planning										\$0.00
7	Task 2.1 Project Review Meetings										\$0.00
8	Task 2.2 Project Management										\$0.00
9	Task 2.3 Onsite Consulting	\$335.00								\$180.00	\$515.00
10	Task 2.4 Report										\$0.00
Expense (\$ by Category) →		\$670.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00	
TOTAL DIRECT EXPENSES →											\$1,030.00

B. DIRECT EXPENSES ESTIMATE BY TASK AND CATEGORY

EXHIBIT “B”
AMERICAN RESCUE PLAN REQUIREMENTS
SEE ATTACHED

EXHIBIT "B"

AMERICAN RESCUE PLAN ACT REQUIREMENTS

The Work Authorization to which this addendum is attached is made using federal assistance provided to the City of Deerfield Beach pursuant to the American Rescue Plan Act ('ARPA Funds') administered by the US Department of Treasury. In utilizing such funds, the City must comply with the terms and conditions of the ARPA regulations issued by the Department of Treasury ("Treasury"), governing the expenditure of funds distributed from the ARPA funds (including without limitation, the Interim Final Rule and Final Rule adopted and effective April 1, 2022, the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of funds distributed from the ARPA funds (collectively, the "Regulatory Requirements"). Further, pursuant to the Regulatory Requirements, the City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. 200 other than such provisions as Treasury has or may determine are inapplicable to the ARPA funds and pursuant to 2 C.F.R. Section 200.327, the City must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which are contained in this Exhibit which is a part of the Agreement and this Addendum.

The following provisions which are deemed to be terms and conditions of the Agreement and this Addendum are applicable to Consultant, its subconsultants, transferees, successors in interest, or assignees.

A. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract (as defined in 41 C.F.R. §60-1.3) exceeding \$10,000, during the performance of the Agreement and Addendum thereto, Consultant agrees as follows:

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.
4. Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Consultant will furnish to the Administering Agency (as specified in 41 C.F.R. §60- 1.3) and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of Consultant's noncompliance with the nondiscrimination clauses of the Agreement or this Addendum thereto, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and Consultant may be declared ineligible for further government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Consultant will include the portion of the sentence immediately preceding paragraph A.1. of this section and the provisions of paragraphs A.1. through A.7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant [3] or vendor. Consultant will take such action with respect to any subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the Administering Agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. The City agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Consultant and any subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance. 10. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant and any subconsultants by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT “____” CONTINUED

B. Copeland “Anti-Kickback” Act. Consultant and any subconsultants performing work under the A shall comply with 18 U.S.C. §874, 40 U.S. C. Section 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated herein by reference. The City shall report all suspected or reported violations to Treasury.

1. **Subcontracts.** The Consultant or Consultant’s subconsultants shall insert in any subcontracts the clause above and such other clauses as the federal government may be deem as appropriate instructions required, and also a clause requiring the subconsultants to include these clauses in any lower tier contract. The Consultant, as deemed the prime Consultant, shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all of these contract clauses.

2. **Breach.** A breach of the contract clauses above may be grounds for termination of the Agreement and Addendum thereto, and for debarment as a Consultant and subconsultant as provided in 29 C.F.R. Section 5.12

C. Suspension and Debarment. During the performance of this Agreement, the Consultant warrants that Consultant or its subconsultants are not debarred, suspended or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Consultant shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury’s implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Consultant certifies that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction

or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Consultant is unable to obtain and provide such certification, then the Consultant shall attach an explanation to this Agreement as to why not.

(6) Consultant has provided a Lower Tier Covered Transaction Certification attached to this Addendum as Exhibit “___.”

D. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.

1. Consultant certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. This certification is a material representation of fact upon which City has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by Consultant.

2. *Purchases over \$100,000 - Consultants must sign the certification on the last page of this addendum and shall cause any subconsultants with a subcontract (at any tier) exceeding \$100,000 to file with the tier above it the same certification.

E. Access to Records/Record-keeping Requirements.

1. Audit Requirements 2 C.F.R. Subpart F.

a. Consultant shall assist the City in complying with all audit requirements under 2 C.F.R. Subpart F – Audit Requirements (“Federal Audit Provisions”) and the reporting requirements of the U.S. Department of the Treasury’s Interim Final Rule and Final Rule, and other guidelines in connection with the American Rescue Plan Act.

b. Consultant agrees to provide the City of Deerfield Beach, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Agreement and this Addendum for the purposes of making audits, examinations, excerpts, investigations and transcriptions. The Consultant agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. Consultant agrees to retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the contract.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 through 333 3) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §3702 and §3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under §3702 of the Act, each Consultant shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. §3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000).

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.
3. The Consultant agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Buyer and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. Buy USA - Domestic preference for certain procurements using federal funds. Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other [11] manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. Procurement of Recovered Materials.

1. This section shall apply if (1) the Agreement and Addendum thereto involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during the City's preceding fiscal year exceeded \$10,000.
2. In the performance of the Agreement and Addendum thereto, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the

product cannot be acquired: a. Competitively within a timeframe providing for compliance with the Agreement performance schedule; b. Meet contract performance requirements; or c. Be acquired at a reasonable price.

3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website. The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Minority and Women Business Enterprises. Consultant hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Consultant hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and

5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

K. Assurances of Compliance with Title VI of the Civil Rights Act of 1964. Consultant and any subconsultant, or the successor, transferee, or assignee of Consultant or any subconsultant, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, Consultant shall undertake an active program of nondiscrimination in its administration of the Services under the Agreement.

L. Publications. Consultant shall obtain approval from the Buyer in writing prior to issuing any publications in connection with the Agreement and Addendum thereto. If approved by the City, the Consultant shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the City of Deerfield Beach, Florida by the U.S. Department of the Treasury.”

M. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19217 (Apr. 18, 1997), Consultant shall adopt and enforce on-the-job seat belt policies and programs that require employees to use seat belts when operating or traveling on company-owned, rented or personally owned vehicles while performing the Services under the Agreement and Addendum thereto.

N. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

O. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.

P. Other Non-Discrimination Statutes. Consultant agrees to comply with the following:

(1) Americans with Disabilities Act Requirements. The Consultant agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

(2) Age Discrimination Act of 1975. Consultant shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury’s implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

Q. Conflicts of Interest. Consultant agrees to disclose in writing to the Buyer, U.S. Department of Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the Act in accordance with 2 C.F.R. Section 200.112.

EXHIBIT “_____” CONTINUED
CONSULTANT MUST EXECUTE THIS PAGE
This form is required only for purchases of more than \$100,000

31 CFR Part 21 – New Restrictions on Lobbying
CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Consultant’s authorized official

Date:

(Print name and title of person signing above)



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1890

Agenda Date: 6/6/2023

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 work authorization with Kimley-Horn and Associates, Inc. to provide professional engineering services related to the Pioneer Grove Water Main Replacement Project in an amount not to exceed \$48,830.00; providing for execution and an effective date. (Fund from Account #413-5030-536-60-31 - Improvements Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$48,830

Account Name: Impr Other than Buildings (Pioneer Grove Water & Sewer)

Account Number: 413-5030-536-60-31

Background/History

The City is currently in design for the development of streetscape improvements to the right-of-way (R/W) of SE 2nd Avenue between NE Eller and SE 10th Street and improvements to the R/W of SE 4th Street between the east R/W of the FEC railroad and SE 2nd Avenue within Pioneer Grove. The design of the streetscape project is partially funded via funding provided by the Broward County Transportation Surtax ("Surtax") program. The Surtax funding will not reimburse the City for expenses related to utility improvements; therefore, the City is directly funding the replacement and upsizing of a water main within the project limits funded by Utilities. This Scope of Services provides for the design and permitting for the replacement and upsizing of the existing water main to a new 10-inch water main.

The City's Local Activity Center (Pioneer Grove) Infrastructure Study prepared in December 2017 identified the need for the replacement of this water main and the need to upsize from a 6-inch to 10-inch main between NE Eller Street and SE 4th Street (approximately 3,000 linear feet) to serve the potential redevelopment of the area (higher density, mixed-use development).

Current Activity

The current scope of services is proposed under the master CCNA continuing services contract with Kimley-Horn and Associates, dated April 12, 2021, pursuant to RFQ #21-11-IG. Improvement will include design for connections to existing mains on the south side of Eller St. and the north side of SE 4th Street, preparation of construction documents, and permitting. Staff has determined that it is beneficial to the City to use Kimley Horn and Associates as the most qualified consultant for this work due to their significant amount of work completed under another contract to support design services

for the water main, to include available survey and geotechnical data from work on the streetscape improvements.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach execute a work authorization with Kimley Horn and Associates to provide engineering design services for the upgrade of a water main associated with roadwork for SE 2nd Avenue in an amount not to exceed \$48,830.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PIONEER GROVE WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$48,830.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City's Local Activity Center (Pioneer Grove) Infrastructure Study prepared in December 2017, identified the need to replace an asbestos cement pipe water main as well as the need to upsize the water main between North Eller Street and SE 4th Street to serve the potential redevelopment of the area; and

WHEREAS, the City is currently in the design stage for the development of streetscape improvements to the right-of-way of SE 2nd Avenue between NE Eller Street and SE 10th Street, and improvements to the right-of-way of SE 4th Street between the east right-of-way of the FEC railroad and SE 2nd Avenue within Pioneer Grove; and

WHEREAS, although the design of the streetscape project is partially funded by the Broward County Surtax Program, the Program will not reimburse the City for expenses related to utility improvements; and

WHEREAS, it has been determined that it is necessary to retain a firm to provide services relating to the design and permitting for the replacement and upsizing of the existing asbestos cement pipe water main to a new 10-inch PVC water main, as well a removal/abatement of the asbestos cement pipe; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the "RFQ") and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Kimley-Horn and Associates, Inc. ("Kimley-Horn") dated April 12, 2021; and

WHEREAS, Kimley-Horn has provided consulting services related to the Pioneer Grove Infrastructure Improvements pursuant to a separate contract related to design services for the water main, to include available survey and geotechnical data from its work on the streetscape improvements; and

WHEREAS, due to Kimley-Horn's significant work and knowledge regarding the Pioneer Grove Project, the Department of Environmental Services requested a proposal from Kimley-Horn for this specific Utility Improvement Project, and negotiated a project scope and fee in the amount of \$48,830.00 with Kimley-Horn, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Kimley-Horn under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$48,830.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Kimley-Horn, attached as Exhibit “1”, in an amount not to exceed \$48,830.00.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Kimley-Horn, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$48,830.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Kimley-Horn, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR THE PIONEER GROVE WATER MAIN REPLACEMENT**

This Work Authorization is entered into this ____ day of _____, 2023, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and Kimley-Horn and Associates, Inc., a North Carolina Corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$48,830.00, which amount is based upon the task breakdown and hourly rates as set forth in Exhibit "B". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on

a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4

TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5

TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6

CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7

INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work

Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

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

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

SECTION 10

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11

MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives

SECTION 13
AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion,

color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21 **JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR THE PIONEER GROVE WATER MAIN REPLACEMENT**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____
Signature

Name: _____

Title: _____

This ____ day of _____, 2023.

EXHIBIT “A” SCOPE OF SERVICES

PIONEER GROVE WATER MAIN REPLACEMENT

Project Understanding

The City is currently in design for the development of streetscape improvements within the right-of-way (R/W) of SE 2nd Avenue between NE Eller and SE 10th Street and improvements to the R/W of SE 4th Street between the east R/W of the FEC railroad and SE 2nd Avenue within Pioneer Grove. The design of the streetscape project is partially funded via funding provided by the Broward County transportation surtax (“Surtax”) program. The Surtax funding will not reimburse the City for expenses related to utility improvements; therefore, the City is directly funding the replacement and upsizing of an asbestos cement pipe (ACP) water main within the project layout extents. This Scope of Services provides for the design and permitting for the replacement and upsizing of the existing ACP water main to a new 10-inch PVC water main, as well as removal/abatement of the ACP.

The City’s Local Activity Center (Pioneer Grove) Infrastructure Study prepared in December 2017 identified the need for the replacement of this ACP water main and the need to upsize from 6-inch to 10-inch main between NE Eller Street and SE 4th Street (approximately 3,000 linear feet) to serve the potential redevelopment of the area (higher density, mixed-use development).

Scope of Services

The Consultant will provide the services specifically set forth below.

This scope of services assumes the following:

- Survey and geotechnical data prepared in the Phase 1 design scope for the streetscape project are acceptable and sufficient to support the design services to be provided under this authorization. No additional survey or geotechnical services are provided herein.
- No improvements are needed to the water mains that will be tapped at the northern and southern extent of the replacement line.
- No improvements are needed to the existing sewer line (previously lined by City).
- No additional easements or R/W required for adjusted alignment.
- Connections to existing mains will be made on the south side of Eller St. and the north side of SE 4th Street.
- A horizontal directional drill (HDD) will be required under Hillsboro Blvd. City will assist in obtaining any temporary construction easements needed.

TASK 1: DESIGN REVIEW AND CONCEPTUAL ALIGNMENT

Consultant will review the progress design plans for Phase 1, including the utility locations previously prepared by Craig A. Smith (including GPR and soft dig results), survey data (prepared by Stoner and Associates, Inc.) and geotechnical data (prepared by AREHNA Engineering, Inc.) along the corridor to prepare a conceptual alignment for the new 10-inch water main. The conceptual alignment will consider required sanitary setbacks and separations, corridor improvements, maintenance of service, and other conflicts. A draft alignment figure will be provided to the City for review and comment. A virtual review meeting will be conducted to discuss the alignment and obtain City's feedback prior to proceeding with detailed design.

Deliverables: The following deliverables shall be provided under Task 1:

- Conceptual alignment of new 10-inch water main.

Meetings: Kimley-Horn will attend the following meetings under Task 1:

- One virtual review meeting for conceptual alignment.

TASK 2: DESIGN SERVICES (60%, 90% AND FINAL)

The Consultant will prepare 60% plans, as noted below, based on the approved alignment in Task 1. The 60% deliverable will include an engineer's Opinion of Probable Construction Cost (OPCC) for the project. Upon completion of the 60%, the Consultant will facilitate a design review meeting with City staff to discuss comments for incorporation into the 90% plans. The Consultant will then advance the design to 90%, including technical specifications for review and comment by City staff. An updated OPCC will also be provided with the 90% deliverable. A second design review meeting will be held to obtain any City comments for incorporation into the final bid documents. The Consultant will then provide a digital (PDF) copy of the final bid documents for use by the City's Purchasing and Contract Administration Division to advertise the project. The City's purchasing agent will prepare the front-end documents. The Consultant will provide the bid form and measurement and payment sections for incorporation into the City's front-end documents.

Note: The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to the Consultant at the time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Design will include:

- Pipe profiles with callouts
- HDD details

- Identified utility conflicts
- Technical specifications (at 90%)
- OPCC (at 60% and 90%)

The drawings will be based on the AutoCad Civil 3D base files developed by the CONSULTANT. The drawings will depict the proposed forcemain extension work in plan and profile view at a 1" = 20' scale, depicted in a single plan/profile view per sheet. Technical specifications will be developed based on City Design Standards. It is estimated that the plan set to be developed by CONSULTANT will consist of approximately fifteen (15) plan sheets to include the following:

- G-1 Cover Sheet
- G-2 General Notes Sheet
- G-3 Key Sheet
- G-4 Existing Conditions
- G-5 Proposed Phase 1 Design (incl. survey)
- C-1 – C-6 Single Plan and Profile Sheets
- C-7 HDD Profile
- D-1 – D-3 Construction Details

Deliverables: The following deliverables shall be provided under Task 2:

- Design plans (60%, 90% and Final) in PDF format, with Final plans in PDF and AutoCAD Version 2020 will be submitted
- Three original sets, signed and sealed, of the Final Plans and Specifications 100% design package (1" = 20' scale 24" x 36" plan sheets), together with one (1) electronic copy
- Technical specifications at 60%, 90% and Final
- OPCC with the 60% and 90%

Meetings: Kimley-Horn will attend the following meetings under Task 2:

- 60% Design Review Meeting
- 90% Design Review Meeting

TASK 3: PERMITTING

The Consultant will prepare the required Florida Department of Environmental Protection permit application for the construction of potable water system improvements. The City shall be responsible for the electronic payment of the permit application fee. A draft permit application package will be prepared upon completion of the 60% design documents and will be provided for City review prior to submittal. Upon approval by the City, the application will be submitted to FDEP.

The permit drawings will be submitted in 11" x 17" plan sheets at 1" = 40' scale, with electronic copy. The electronic copy shall allow the City to print 24"x36" drawings on 1" = 20" scale.

The subsequent certification of completion to place the line in service will be prepared and submitted to FDEP under construction phase services (to be provided under a separate authorization). The certification is not included in this Scope of Services.

No City (or County) utility or roadway permitting is included in this Scope of Services. Such services, if needed, can be provided under amendment or separate authorization (at the then-current billing rates), upon request.

Deliverables: The following deliverables will be provided under Task 3:

- Draft and final FDEP permit application packages.

Meetings: Kimley-Horn will attend the following meetings under Task 3:

- None.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or for a pre-negotiated fee. Additional services we can provide include, but are not limited to, the following:

- Meetings and coordination beyond that specifically outlined above
- Major redesign effort due to changes in the overall project scope, budget, or programming after the preliminary engineering phase.
- Environmental Engineering Services and Field Investigations
- Preparing additional responses to agency comments
- Construction Phase Services and Bid Assistance
- Hydraulic modeling of utility system/stormwater system
- Utility relocation design and permitting not specifically mentioned in the Scope of Services
- Right-of-way acquisition support

Schedule

We will provide the above-described services outlined in an expeditious and orderly manner to meet the schedule mutually agreed to by the City and Kimley-Horn for the various elements of the project.

[THIS SPACE LEFT INTENTIONALLY BLANK]

**EXHIBIT “B”
FEE SCHEDULE**

Kimley-Horn will perform the services described in Tasks 1 through 3 for an amount not to exceed \$48,830.00 based upon the task breakdown set forth below. All permitting, application, and similar project fees will be paid directly by the City. Compensation shall be in accordance with Article 3 of this Work Authorization.

Task	Description	Fee
1	Design Review and Conceptual Alignment	\$ 8,240
2	Design Services	\$ 37,180
3	Permitting Services	\$ 3,410
	Total	\$ 48,830

*Task estimates are approximate. Consultant reserves the right to shift fee between tasks, as needed, to complete the overall scope of services within the total budget.

It is hereby acknowledged and agreed by the parties that the not to exceed amount for this Work Authorization is based upon the hourly rates set forth below.

Position / Title	Hourly Rate (Per Hour)
Principal (PE registered)	\$300
Senior Engineer (PE registered)	\$250
Land Surveyor (PLS registered)	\$
Landscape Architect (State Registered)	\$
Project Manager	\$265
Engineer	\$175
Environmental Scientist	\$
Planner	\$
Senior Planner	\$
Technician	\$
Drafter/GIS	\$155
Field Inspector	\$
Staff Assistant	\$80
Additional Positions / Titles	
Engineer Intern	\$135



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1916

Agenda Date: 6/6/2023

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 work authorization with WGI, Inc. to provide professional engineering services related to the Pioneer Park Pier & Fishing Dock Replacement Project in an amount not to exceed \$84,690.00; providing for execution and an effective date. (Funds from Account #399-5060-519-65-30 - Cap Proj-Construction & Facilities-CIP-Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$84,690.00

Account Name: Cap Proj-Construction & Facilities-CIP-Infrastructure

Account Number: 399-5060-519-65-30

Background/History

The docking structure of the Pioneer Park Boat Ramp is comprised of five piers. In FY2020, the unusable center dock (Pier 1) at the boat ramp was decommissioned. Since the piles and decking of the remaining piers were deteriorating, the entire dock was scheduled for replacement. Piers 1, 2, 3 and 4 were reconstructed in FY 22. The design for reconstruction of Pier 5 was scheduled for FY 23 with reconstruction to follow in FY 24.

Current Activity

Pursuant to Request for Qualifications #RFQ #21-11-IG (the "RFQ") and Section 287.055, Florida Statute (the "CCNA"), the City entered into Continuing Contracts with qualified firms for the provision of Architectural and Engineering Services.

In accordance with the RFQ and the City's CCNA project process, the City considered multiple firms from the RFQ continuing contract pool for the design of pier 5 at Pioneer Boat Ramp Docks. WGI, Inc. was selected as the most qualified firm to provide design services for this pier. The design will consist of structural design of Pier 5 to include topographic and hydrographic surveys, geotechnical investigation, complete construction documents, and all permit coordination. Permitting will consist of a Joint Participation Agreement with the Army Corps of Engineers, South Florida Water Management District, and Broward County due to the dock's location on the Hillsboro Canal.

WGI Inc. submitted a proposal for the design phase with a lump sum cost of \$84,690, to be billed on a task percent complete basis.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a work authorization with WGI, Inc. for professional engineering services for the Pioneer Park Pier & fishing dock replacement.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH WGI, INC. TO PROVIDE PROFESSIONAL
ENGINEERING SERVICES RELATED TO THE PIONEER PARK PIER
& FISHING DOCK REPLACEMENT PROJECT IN AN AMOUNT NOT
TO EXCEED \$84,690.00; PROVIDING FOR EXECUTION AND AN
EFFECTIVE DATE**

WHEREAS, the docking structure of the Pioneer Park Boat Ramp is comprised of five Piers; and

WHEREAS, due to the deterioration of the piles and decking for Piers 1, 2, 3 and 4, it was determined that the entire dock, which also includes Pier 5, should be replaced, and, Piers 1, 2, 3 and 4 were reconstructed in Fiscal Year 2022; and

WHEREAS, the design for the reconstruction of Pier 5 was scheduled for Fiscal Year 2023 with reconstruction to follow in Fiscal Year 2024; and

WHEREAS, staff determined that it is necessary to retain a firm to provide services relating to the design of Pier 5 at the Pioneer Park Boat Ramp (the “Project”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with WGI, Inc. (“WGI”) dated April 12, 2021 (the “Continuing Contract”); and

WHEREAS, the Department of Environmental Services (the “Department”) requested a proposal from WGI for this specific Project, which will consist of the structural design of Pier 5 including a topographic and hydrographic survey, geotechnical investigation, complete construction documents, and all permit coordination (the “Services”); and

WHEREAS, WGI submitted its proposal to the Department and the Department negotiated the project scope and fee in the amount of \$84,690.00 with WGI, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to WGI under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$84,690.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with WGI, attached as Exhibit “1”, in an amount not to exceed \$84,690.00.

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

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

Section 2. The City Commission hereby approves the Work Authorization with WGI, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$84,690.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with WGI, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
WGI, INC. FOR PROFESSIONAL ENGINEERING SERVICES
PIONEER PARK PIER & FISHING DOCK REPLACEMENT**

This Work Authorization is entered into this ____ day of _____, 2023, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and WGI, Inc., a Professional Services Corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$84,690.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4
TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5
TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6
CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7
INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9
INSURANCE

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

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

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

SECTION 10

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11

MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives

SECTION 13

AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6 . Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15

GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16

HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms

or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17 **NON-DISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21 **JOINT PREPARATION**

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND
WGI, INC. FOR PROFESSIONAL ENGINEERING SERVICES
PIONEER PARK PIER & FISHING DOCK REPLACEMENT**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____

Signature

Name: Jeffrey Bergmann, PE

Title: Director of Specialty Structures

This 22nd day of May, 2023.

EXHIBIT "A"
SCOPE OF SERVICES
CONSULTANT PROPOSAL



May 17, 2023 Revised

Zannetha Newell
Construction Project Manager
Environmental Services
City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33441
znewell@deerfield-beach.com

WGI, Inc. (WGI) is pleased to provide this proposal to **Deerfield Beach** (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below.

PROJECT UNDERSTANDING

The City of Deerfield Beach desires to replace the existing pier 5 and fishing dock at Pioneer Park. As part of this scope, will be a full above mud line condition assessment of the existing bulkhead wall. The assessment will be accomplished with a two-man team. To observe the full height of the wall this assessment will be done at low tide. Because of the reasonably shallow water at the bulkhead the assessment can be accomplished with a combination of wading, kayak and snorkel gear.

Simultaneous with the assessment both hydrographic and upland features will be surveyed using a combination of conventional methods and with lidar scanning and a single or multi beam sonar. This will be accomplished at low tide for upland and lidar work and high tide for the hydrographic scanning. The data collection and assessment will establish the existing footprint of both pier #5 and the fishing dock. located.

On a parallel path with the survey, geotechnical borings will be performed in three locations within the upland park. (see the attached proposal from our geotechnical sub-consultant).

Considerations for permitting under the Florida Department of Environmental Protection's (FDEP) exemption criteria listed in Chapter 62-330.051(5)(d) of the Florida Administrative Code (F.A.C.), Section 403.813(1)(d) of the Florida Statutes (F.S.), and the United States Army Corps of Engineers (USACE) State Programmatic General Permit VI – Revision 1 (SPGP VI-R1) are vital. The pier and dock will be designed to be in the same location and of the same configuration and dimensions as the dock and pier being replaced. Section 403.813(1)(d) F.S. allows for the use of different construction materials and minor deviations to allow upgrades to current structural and design standards. For example, larger concrete piles on different spacing than the existing piles may be required to meet current design standards for the structure. Prior to submitting the application but during seagrass growing season (June 1st to September 30th), a benthic resource survey will be conducted over the course of one day of the project area plus 50 feet surrounding the project area to document resources such as seagrasses, corals, hardbottom, etc. The benthic resource survey and signed and sealed permit drawing plans are a requirement of the application for both the FDEP and USACE programs.

2035 Vista Parkway, West Palm Beach, FL 33411 t: 561.687.2220 f: 561.687.1110

WGIInc.com

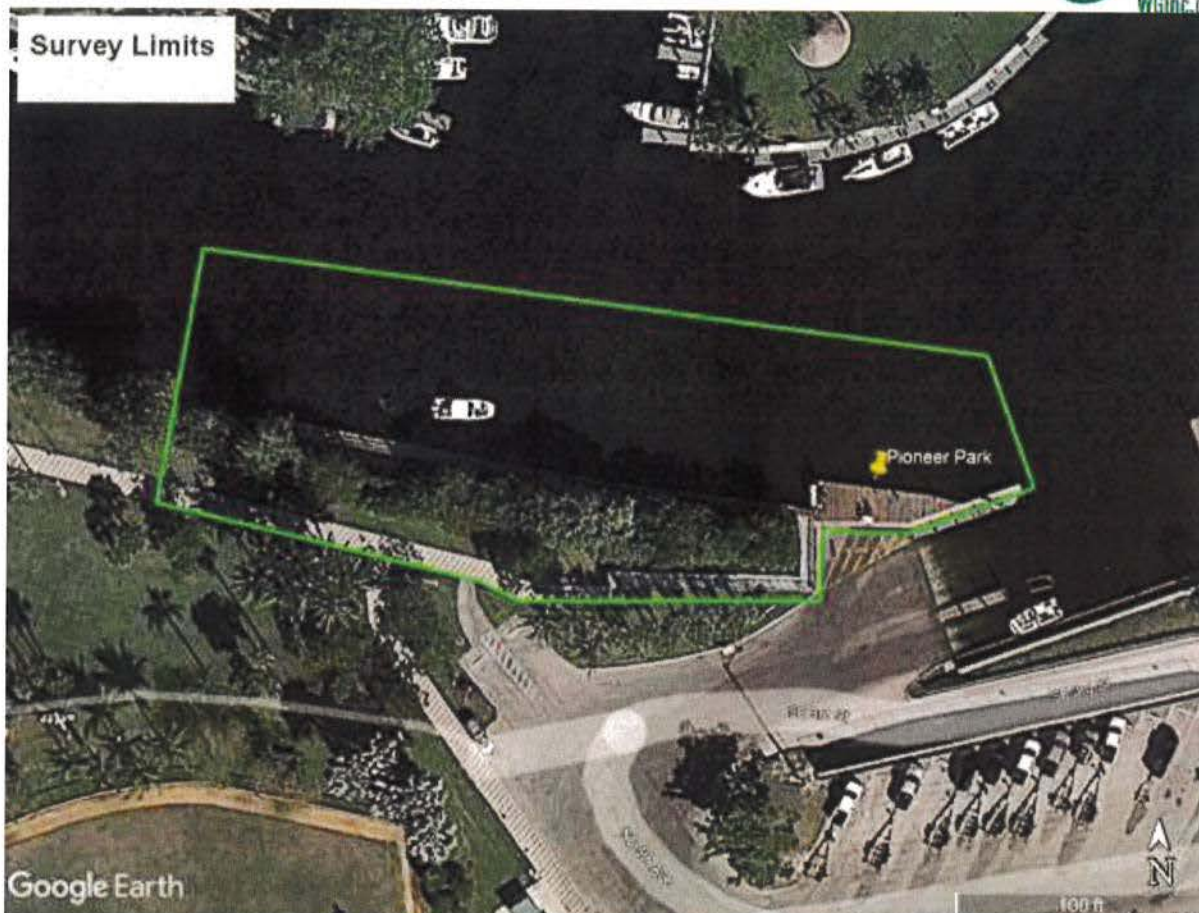
The FDEP will review the project application to verify the design is consistent with the State's exemption criteria, a review for authorization of use of Sovereign Submerged Lands (SSL), and the USACE's SPGP VI-R1. As proposed, the design will be consistent with exemption criteria and the SPGP VI-R1.

SCOPE OF SERVICES

I. Topographic and Hydrographic Survey

\$13,440.00

1. Prepare a Topographic and Hydrographic Survey of the project limits as shown in green below, and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. The topographic survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 50 feet.
3. The Hydrographic Survey will be performed using a single-beam echo sounder, and hydro lines will be completed at 50 feet or denser intervals.
4. Supplemental topographic data will be collected in the immediate area of the dock and shoreline where too shallow and obstructed for hydrographic survey vessel.
5. The Topographic Survey will consist of:
 - a. Visible and attainable fixed improvements and utilities;
 - b. Footprint of permanent structures;
 - c. Type and height of walls, fences;
 - d. Individual trees with 4 inches and larger caliper measured at breast height when not included within areas of dense vegetation (Tree names will be common, to the best of our ability. For more specific classification consult an arborist);
 - e. Outline of areas of dense vegetation;
 - f. Location of Geotech bores if marked and visible at the time of survey.
 - g. Overhead wires (horizontal location only);
 - h. Two Benchmarks established. Offsite placement preferred if accessible/allowable.
6. The Topographic Survey will not include:
 - a. Sub-surface designation or location of underground utilities;
 - b. Sub-surface foundations of structures;
 - c. Storm and Sanitary inverts including pipe sizes and type;
 - d. Irrigation and landscape lighting;
 - e. Overhead clearances (signal heads, wires, roofs, overhangs, walkways, etc.);
 - f. Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.
7. Locate the Mean High Water Line (MHWL) and plot on Survey.
8. Deliverable will be a DTM, an AutoCAD file, and a signed and sealed plot of the Hydrographic and Topographic Survey.



BASIS OF THIS PROPOSAL

1. Revisions or updates to survey requested by Client, Client's representatives, agencies and/or municipalities will be performed at hourly rates.
2. Client to provide to WGI copies of any existing records such as: surveys, site plans, engineering drawings, GIS databases, utility atlas, or any other documents that would assist in the preparation of this survey.
3. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the CLIENT shall be invoiced at the hourly rates quoted on WGI's current fee schedule.
4. This is not a boundary survey.
5. Research and/or Abstracting for title or encumbrances will not be performed by WGI.
6. This proposal does not include any sketch and legal descriptions for easements.
7. Utility records research and the evaluation of is not included in this proposal.
8. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
9. Traffic control, lane closures, off duty police are not included.
10. Horizontal and/or Vertical Datums specific to the Project shall be conveyed to WGI prior to the Notice to Proceed.



II. Geotechnical Investigation **\$14,900.00**
See attached scope from Tierra South Florida

III. Preliminary Engineering **\$7,650.00**

1. Following a kick-off meeting with the City of Deerfield Beach, WGI will prepare one schematic design for the fishing dock. The design will use the same foot print of the existing dock.
2. WGI will provide structural engineering services for evaluation of the approximately 6 foot by 56 foot bulkhead wall separating the pier from the boat ramp. Our evaluation will consist of an assessment of the existing pier and bulkhead and the preparation of a report. Our services will consist of a visual assessment of the accessible components consisting of bulkhead, ledger, and a report documenting the observed conditions. The report will consist of photographs and recommendations. Our report will consist of photo documentation of our findings, overall integrity of the bulkhead and observed damage and/or deteriorations, recommendation for repair and the estimated remaining life span of the existing bulkhead.

IV. Environmental / Permitting (Total) **\$15,145.00**

1. Benthic Survey **Lump Sum \$5,045.00**

A marine benthic survey is required for permitting. WGI will provide a survey of submerged marine resources sufficient for regulatory permitting. Survey methods will be in accordance with the National Marine Fisheries Service "Recommendations for Sampling *Halophila johnsonii* at a Project Site." The approximate area to be mapped is along 250 feet of shoreline, out 50 ft waterward of the existing dock.

Survey methodology for this project will consist of a systematic sampling of the project area. Up to 25 transects will be conducted. Survey transects will be spaced at an appropriate interval to qualitatively define the boundaries of the seagrass beds and other marine resource communities. Observations will be recorded on the dominant observed species, percent cover, community health, and substrate. Densities will be estimated using systematic sampling along the transect using a 0.25-meter quadrat. The presence or absence of other marine or coastal resources (corals, oyster reefs, mangroves, etc.) will be documented. The survey methodology may be adapted or changed in areas of safety concerns or based on field conditions. The geographical position of the starting and ending point of each transect will be recorded with a submeter GPS unit. This will help to calculate the positions of the sampling locations and georeference the data gathered in the field. Data from the GPS unit will be transferred into a Geographic Information System (GIS) program to develop a map of the benthic communities observed in the survey area. A report will be prepared to detail the methods used for the survey and the results of the survey.



2. Wetland Permitting

Lump Sum \$10,100.00

1. Identify Required Permits for Wetland Impacts: WGI will identify the governmental agencies having jurisdiction and identify the permits that will be required. The base fee assumes following level of permitting:
 - a. FDEP Environmental Resource Permit (ERP): Statewide Programmatic General Permit (SPGP VI-R1)
 - b. USACE Section 404 Permit Program: SPGP VI-R1 or Nationwide Permit 3
 - c. Broward County Environmental Resource License
 - d. FDEP Sovereignty Submerged Land Authorization. WGI will contact the office of State Lands to determine if an SSL authorization required, and if so, will prepare the application for modification of use or easements (temporary or permanent).
 - e. The level of permitting effort is based on the assumptions that no benthic resources (seagrasses or corals) will be impacted, an onsite mitigation plan will not be required, and no mangroves will be impacted.
2. WGI will identify possible environmental issues and constraints, permit application requirements; avoidance, minimization, and mitigation options; and potential constraints and other environmental issues including mitigation types and quantities for mitigation.
3. Mitigation Plan: WGI will develop a mitigation plan that is based on all mitigation being performed by purchasing credits at an offsite mitigation bank (no onsite mitigation). WGI will identify appropriate mitigation banks, whether credits are available, and mitigation bank estimated costs. WGI will coordinate the reservation letter with the mitigation bank.
4. Application Package: WGI will assemble the portions of the application packages that pertain to wetlands (not stormwater management / drainage). This task includes the preparation of Section C of the ERP application and a supplemental Environmental Report that communicates project justification, discusses elimination or reduction of impacts, describes unavoidable wetland and surface water impacts and mitigation measures, calculates proposed dredge and fill, discusses potential impacts to threatened or endangered species and their habitats, and includes plan view drawings. The stormwater engineering design, drainage calculations, and other parts of the environmental permit application are not included in this task.
5. RAIs: WGI will respond to up to two rounds of comments on wetlands by each of regulatory agencies. If more than two RAIs are received, WGI will respond to subsequent RAI(s) on a Time and Materials basis utilizing the contract Fee Schedule.
6. Provision of any fees required by the regulatory agencies are the responsibility of the CLIENT.

V. Construction Documents (60%,100%)

\$33,550.00

1. Using the decisions made in the Preliminary Engineering Phase the Construction Documents will be developed. The Construction Documents will consist of drawings, calculation package, and specifications.
2. 60% submittal will consist of :
 - A. General Notes



- B. Demolition Plan
 - C. Bulkhead Repairs
 - D. Pier Pile and Sub-framing Layout
 - E. Pier Deck Framing
 - F. Fishing Dock Pile and Sub-framing Layout (3 Sheets)
 - G. Fishing Dock Deck Framing Layout (3 Sheets)
 - H. Typical and Specific Sections and Details
3. 100% submittal will consist of :
- A. General Notes
 - B. Demolition Plan
 - C. Bulkhead Repair Plan
 - D. Pier Pile and Sub-framing Layout
 - E. Pier Deck Framing
 - F. Fishing Dock Pile and Sub-framing Layout (3 Sheets)
 - G. Fishing Dock Deck Framing Layout (3 Sheets)
 - H. Typical and Specific Sections and Details

Summary of Fees

I.	Topographic and Hydrographic Survey	\$ 13,440.00
II.	Geotechnical Investigation (Tierra, Inc.)	\$ 14,900.00
III.	Preliminary Engineering	\$ 7,655.00
IV.	Environmental Permitting	\$ 15,145.00
V.	Construction Documents (60%, 100%)	\$ 33,550.00
Total Fees		\$84,690.00

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the utilities, environmental assessments; geotechnical reports; and survey (with CAD file);
2. Engineering specifications and details will be included in the construction plans;
3. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
5. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
6. The project will be designed and permitted under one phase;
7. Bidding and Construction phase services are not included;
8. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, and Traffic.



Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

A handwritten signature in blue ink, appearing to be 'M. J. [unclear]', is written over a horizontal line.



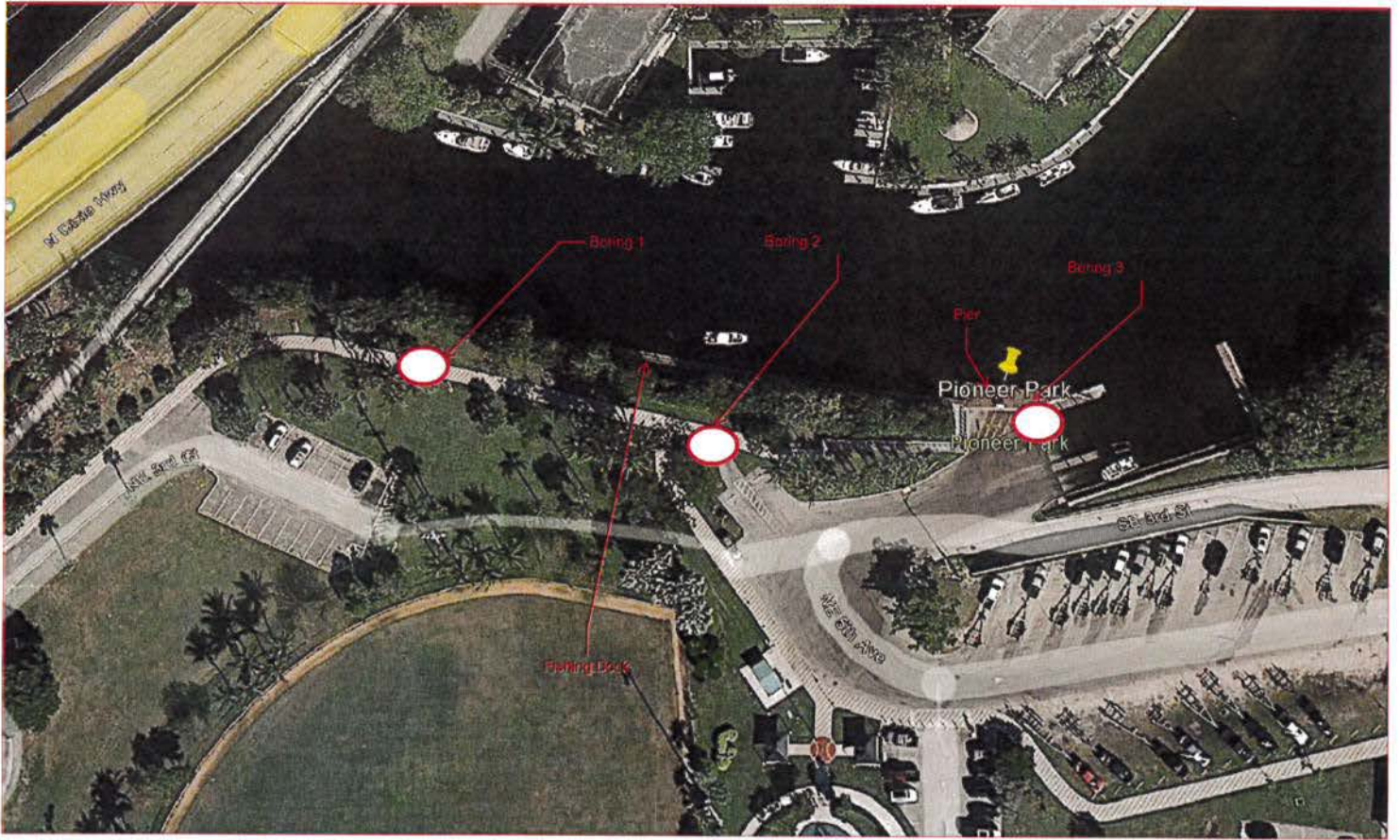
WGL, INC.
FEE SCHEDULE
EFFECTIVE DATE – 02/26/2022

Hourly Rate	
ENGINEERING SERVICES	
Executive Engineer	\$345.00
Chief Engineer	\$335.00
Principal Engineer	\$300.00
Senior Project Manager	\$300.00
Project Manager	\$235.00
Senior Engineer 2	\$275.00
Senior Engineer 1	\$245.00
Engineer 2	\$215.00
Engineer 1	\$195.00
Senior Engineer Intern	\$150.00
Engineer Intern	\$135.00
Chief Utility Coordinator	\$260.00
Senior Utility Coordinator	\$200.00
Utility Coordinator	\$160.00
Chief Designer	\$190.00
Senior Designer	\$160.00
Designer	\$130.00
Field Engineer	\$195.00
Field Inspector	\$145.00
SURVEYING SERVICES	
Chief Surveyor	\$300.00
Principal Surveyor	\$250.00
Senior Project Manager	\$210.00
Project Manager	\$185.00
Senior Professional Surveyor	\$170.00
Professional Surveyor	\$160.00
Certified Photogrammetrist	\$190.00
Senior Survey Technician	\$140.00
Survey Technician	\$120.00
SUE Technician	\$120.00
Field Technician	\$90.00
1 Person Field Survey Crew	\$120.00
2 Person Field Survey Crew	\$150.00
3 Person Field Survey Crew	\$190.00
4 Person Field Survey Crew	\$250.00
2 Person SUE Crew	\$160.00
3 Person SUE Crew	\$220.00
4 Person SUE Crew	\$260.00
5 Person SUE Crew	\$300.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00

Hourly Rate	
PLANNING SERVICES	
Executive Planner	\$325.00
Chief Planner	\$250.00
Principal Planner	\$210.00
Senior Project Manager	\$200.00
Project Manager	\$175.00
Senior Planner	\$150.00
Planner	\$115.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	\$265.00
Senior Project Manager	\$210.00
Project Manager	\$175.00
Senior Landscape Architect	\$220.00
Landscape Architect	\$185.00
Senior Designer	\$150.00
Designer	\$115.00
Entry Level Designer	\$100.00
ENVIRONMENTAL SERVICES	
Executive Environmental Scientist	\$250.00
Principal Environmental Scientist	\$225.00
Senior Project Manager	\$200.00
Project Manager	\$170.00
Senior Environmental Scientist	\$200.00
Environmental Scientist	\$135.00
Environmental Technician	\$100.00
ARCHITECTURAL SERVICES	
Principal Architect	\$300.00
Senior Project Manager	\$260.00
Project Manager	\$215.00
Senior Architect	\$250.00
Project Architect	\$200.00
Architect	\$170.00
Senior Graduate Architect	\$150.00
Graduate Architect	\$130.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$425.00
GIS Technician	\$115.00
Administrative Assistant	\$120.00
Intern	\$80.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	\$0.30
Copies, Color (each)	\$1.00
Plots, Black & White (each)	\$2.00
Plots, Color (each)	\$15.00
Mylars (each)	\$70.00
Foam Core Presentation Boards (each)	\$7.50
All Third-Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGL, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review; permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials; software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc.; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGL also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.







City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1906

Agenda Date: 6/6/2023

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 fourth work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for post construction biological monitoring services in an amount not to exceed \$39,427.20 for the City's 50% share of the cost; providing for execution and an effective date. (Funds from Account #001-4553-539-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$39,427.20

Account Name: Other Contractual Services

Account Number: 001-4553-539-32-99

Current Activity

The City of Deerfield Beach recently completed a joint beach nourishment with the Town of Hillsboro Beach. Prior to construction, the city secured a new U.S. Army Corps of Engineers permit. With this new permit came new biological monitoring requirements to ensure there are no project impacts on the nearshore reef system. These new requirements include nearshore hardbottom edge mapping and nearshore hardbottom monitoring transects. In order to comply with the required monitoring services, the City and Town desire to retain Coastal Protection to provide these services. Coastal Protection provided both the City and Town with a proposal for the biological monitoring services for a lump sum amount of \$78,854.40 and said cost will be split 50/50 between the City and Town (\$39,427.20 each).

Recommendation

City staff recommends the approval of the attached Fourth Work Authorization with Coastal Protection.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FOURTH WORK AUTHORIZATION WITH COASTAL PROTECTION ENGINEERING, LLC AND THE TOWN OF HILLSBORO BEACH FOR POST CONSTRUCTION BIOLOGICAL MONITORING SERVICES IN AN AMOUNT NOT TO EXCEED \$39,427.20 FOR THE CITY'S 50% SHARE OF THE COST; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on October 8, 2020, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") entered into a settlement agreement to settle the litigation between the Town and City (the "Settlement Agreement"); and

WHEREAS, the City of Deerfield Beach (the "City") and the Town of Hillsboro Beach (the "Town") jointly issued Request for Qualifications #21-15-JW (the "RFQ") for Beach Nourishment Coastal Engineering Services (the "Services"), which was advertised in the legal notices section of the Sun-Sentinel on January 15, 2021; and

WHEREAS, on April 6, 2021, pursuant to the RFQ, the City and Town entered into an agreement with Coastal Protection Engineering, LLC ("Coastal Protection") for beach renourishment coastal engineering services (the "Agreement"); and

WHEREAS, on April 15, 2021, the City, Town, and Coastal Protection entered into a work authorization for phase I services for the beach renourishment project; and

WHEREAS, the Settlement Agreement calls for semi-annual beach conditions surveys, which may be used to document storm impacts if the project area is to be affected by a Tropical Storm or Hurricane that results in a declared disaster; and

WHEREAS, on May 17, 2022, the City Commission approved the Second Work Authorization for physical monitoring of the Settlement Agreement project area in an amount not to exceed \$29,938.50 for the City's share of the cost for the services, and the City, Town and Coastal Protection thereafter entered into the Second Work Authorization; and

WHEREAS, on January 24, 2023, the City Commission approved the Third Work Authorization for Phase II Construction Phase Services for the beach renourishment project (the "Project") for a lump sum fee of \$366,927.50, to be split 50/50 between the City and Town (\$183,463.70 each); and

WHEREAS, prior to construction, the City secured a new U.S. Army Corps of Engineer permit (the "Permit"), which includes new biological monitoring requirements to ensure there are no project impacts on the nearshore reef system; and

WHEREAS, the new permit requirements include nearshore hardbottom edge mapping and nearshore hardbottom monitoring transects; and

WHEREAS, Coastal Protection provided a proposal to the City and Town for the post construction biological monitoring services related to the Permit and Project, to include the Immediate Post-Construction Nearshore Hardbottom Monitoring and the Post-Construction II Juvenile Sea Turtle Survey (the “Services”), for a lump sum fee of \$78,854.40 to be split 50/50 between the City and Town (\$39,427.20 each); and

WHEREAS, the City desires to issue a fourth work authorization to Coastal Protection under the terms of the Agreement and the proposal attached as Exhibit “A” to the Work Authorization in an amount not to exceed \$39,427.20 for the City’s 50% share of the cost for the Services (the “Work Authorization”); and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Coastal Protection attached as Exhibit “1” in an amount not to exceed \$39,427.20 for the City’s 50% share of the cost of the Services.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Coastal Protection, attached as Exhibit “1”, for the Services in an amount not to exceed \$39,427.20 for the City’s 50% share of the Services cost.

Section 3. The Mayor and City Manager are hereby authorized to execute the Work Authorization with Coastal Protection, attached as Exhibit “1”, consistent with the terms of the Agreement, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

FOURTH WORK AUTHORIZATION**BETWEEN**

**THE CITY OF DEERFIELD BEACH,
THE TOWN OF HILLSBORO BEACH**

AND

COASTAL PROTECTION ENGINEERING, LLC

FOR BIOLOGICAL MONITORING SERVICES

This Work Authorization (the "Work Authorization") is entered into this ____ day of _____, 2023, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as "City", the Town of Hillsboro Beach, Florida, with its principal business address located 1210 Hillsboro Mile, Hillsboro Beach, FL 33062, hereinafter referred to as "Town",

AND

Coastal Protection Engineering, LLC, a Florida limited liability company with its business address located at 5301 N. Federal Highway, Suite 335, Boca Raton, FL 33487, hereinafter referred to as "Consultant".

WHEREAS, Consultant is a pre-qualified Consultant of the City and Town pursuant to RFQ No. 21-15-JW and the Continuing Contract between the City, Town and Consultant, dated April 15, 2021 (the "Continuing Contract"); and

WHEREAS, the City, the Town and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City, Town and Consultant agree as follows:

SECTION 1
SCOPE OF SERVICES

Consultant agrees to perform certain professional services for the City and Town, as specifically described in the scope of services attached as Exhibit "A" to this Work Authorization, which by this reference is incorporated into this Work Authorization in its entirety, (the "Services") during the Term and within the timeline provided for in this Work Authorization.

SECTION 2 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the City and Town agree to pay Consultant in an amount not-to-exceed **\$78,854.40** as further detailed in Exhibit "A." Compensation due to the Consultant shall be invoiced and payable as provided in the Continuing Contract. In the event of City's and Town's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City and Town shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's and Town's termination of this Work Authorization.

SECTION 3 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until completion of the Services (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization.

SECTION 4 **TERMINATION OF WORK AUTHORIZATION**

City and Town may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve any party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5 **CONTINUING CONTRACT TERMS AND CONDITIONS**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City, Town and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or Town. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's and Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION / HOLD HARMLESS CLAUSE

In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify, defend and hold harmless the City and Town, and the respective officers, employees, agents and instrumentalities, to the full extent provided for in the Continuing Contract.

SECTION 8
INSURANCE AND BONDING

- 8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.
- 8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City and Town with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City and Town, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City and Town.

SECTION 10
MISCELLANEOUS

Consultant shall, without additional expense to the City or Town, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11
AUDIT AND INSPECTION RIGHTS

- 11.1 The City and Town may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 11.2 The City and Town may, at reasonable times during the term hereof, perform such inspections, as the City and Town deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization and the Continuing Contract. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's and Town's representatives.

SECTION 12 **AMENDMENTS AND ASSIGNMENT**

- 12.1 This Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant, City and Town and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City and Town, which may be withheld or conditioned in the City's and Town's sole discretion.

SECTION 13 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Article 10.12 of the Continuing Contract.

SECTION 14 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents,

the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16 **NON-DISCRIMINATION**

Consultant represents and warrants to the City and the Town that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City and Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and Town and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City and Town.

SECTION 18 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**FOURTH WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH,
THE TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION
ENGINEERING, LLC FOR PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By:_____

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony Soroka, City Attorney

TOWN

THE TOWN OF HILLSBORO BEACH

By:_____

This ____ day of _____, 2023.

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Hillsboro Beach only:

Donald J. Doody, Town Attorney

CONSULTANT

COASTAL PROTECTION
ENGINEERING, LLC, a Florida
corporation

By: _____
Name: _____
Title: _____

This ____ day of _____, 2023.

EXHIBIT A

SCOPE OF SERVICES



COASTAL PROTECTION ENGINEERING

5301 N. FEDERAL HWY, SUITE 335
BOCA RATON, FL 33487
561-565-5100

May 4, 2023

Patrick Bardes
Coastal & Waterway Coordinator
401 SW 4th Street
Deerfield Beach, Florida 33441

Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Re: Proposal to Conduct Post-Construction Biological Monitoring for the 2023 Deerfield Beach - Hillsboro Beach Nourishment Project (0289706-015-JN, SAJ-1997-02355)

Dear Patrick and Mac,

This proposal is provided for Coastal Protection Engineering LLC (CPE) to conduct permit-required post-construction biological monitoring of the nearshore hardbottom for the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) under the Work Authorization approved pursuant to RFQ # 21-15-JW.

The FDEP permit (0289706-015-JN) specifies that when sand is placed within the authorized template between R-5 and R-12+400, the Biological Monitoring Plan approved on July 29, 2010 shall be implemented. The 2010 Biological Monitoring Plan developed for the Hillsboro/Deerfield Beach project requires pre- and post-construction biological monitoring adjacent to the project area to monitor for potential secondary impacts to nearshore natural hardbottom. The permit-required tasks described further in attached Scope of Services (Exhibit A) include the Immediate Post-Construction Nearshore Hardbottom Monitoring and the Post-Construction II Juvenile Sea Turtle Survey.

The total cost for these services is to be provided for a Lump Sum fee of \$78,854.40 as detailed in the attached Fee Proposal (Exhibit B) to be invoiced monthly based on percent complete. CPE will perform these services in accordance with the Rate Schedule and Terms and Conditions of the governing Contract and Work Authorization dated April 6, 2021. We respectfully request that each municipality provide a written Notice to Proceed or corresponding Purchase Order for CPE to commence work in their respective amounts of \$39,427.20 to reflect the equal share of Soft Costs per the Settlement Agreement. Likewise, we will arrange our invoices to each municipality accordingly.

Thank you for the opportunity to serve the City and the Town. If you have any questions, please feel free to contact me directly at 561-632-1210.

Sincerely,



A handwritten signature in blue ink that reads "Stacy E. Buck".

Stacy Buck
Senior Marine Biologist
Coastal Protection Engineering LLC
Mobile: 561-632-1210
sbuck@coastalprotectioneng.com

Att.: Exhibit A – Scope of Services
Exhibit B – Fee Proposal

cc: Chad Grecsek, City of Deerfield Beach
Tara Brenner, PE, PG, CPE
Thomas Pierro, PE, D.CE, CPE

Exhibit A – Scope of Services

2023 Post-Construction Biological Monitoring

This scope of work is for professional services to support the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) in conducting the permit-required post-construction biological monitoring for the Deerfield-Hillsboro Beach Nourishment Project constructed in April 2023 under the joint Settlement Agreement (Resolution No. 2020/148).

Our staff and subconsultants will be used as described herein and proposed in Exhibit B. Although this proposal is estimated by specific staff and categories, our staff and subconsultants will be used as needed to implement the scope of services and to meet the stated objectives and timelines within the proposed budget. This Scope of Services includes the Immediate Post-Construction Nearshore Hardbottom Monitoring and the Post-Construction II Juvenile Sea Turtle Survey.

Under this task, the CPE team will conduct the post-construction biological monitoring for the 2023 Deerfield-Hillsboro Beach Nourishment Project. The scope for this task is based on the FDEP-approved 2010 Biological Monitoring Plan and includes:

- Nearshore hardbottom edge mapping between R-1 and R-13
- Nearshore hardbottom biological monitoring of ten transects
- Post-construction II juvenile sea turtle survey

In situ Nearshore Hardbottom Edge Mapping. The nearshore hardbottom edge will be mapped by divers from R-1 to R-13. The nearshore hardbottom edge is defined as the western border of exposed hardbottom areas, or the position of the landward most visible border between sand and hardbottom defined by emergent biota, ignoring isolated mobile rubble in the midst of sand. A two-person dive team will follow the nearshore edge while towing a buoy with a survey-grade DGPS, which transmits continuous positions to ArcGIS or HYPACK hydrographic survey software on board the survey vessel with correction from a U.S. Coast Guard Navigational Beacon. The divers will follow the inshore contour of the hardbottom-sand interface.

CPE will conduct statistical analysis comparing the data collected during this monitoring event to data collected during the 2010 baseline biological monitoring event to produce the Immediate Post-Construction Biological Monitoring Report in compliance with the permits. The report will include recent aerial photography with the 2023 project template, the diver-mapped nearshore hardbottom edges from 2010 and 2023, transect locations, a comparative analysis of hardbottom exposure and benthic community, representative photographs, and video files.

Nearshore Hardbottom Monitoring Transects. Ten transects were established during the 2010 baseline survey between R-1 and R-15. These transects will be monitored during the post-construction phase of the 2023 nourishment project. The transects extend east for 150 meters or until 5 meters west of the east edge of the hardbottom, whichever is less. Pins were previously installed every 10 meters. If a pin cannot be found, it will be re-installed during this post-construction monitoring event to ensure the transect is placed in the same location during each subsequent monitoring event.

At each of the 10 nearshore transects, a survey tape will be secured to the pin established at the west end (0 m) of the transect and stretched east to the east end and secured to the pin. Biologists will conduct the following assessments at each nearshore transect:

1. Video documentation
2. Interval sediment depth measurements
3. Line-intercept for hardbottom
4. Quadrat assessments

Post-Construction Juvenile II Sea Turtle Survey. Juvenile sea turtle monitoring is designed to estimate the juvenile sea turtle utilization of nearshore hardbottom in the vicinity of the project before and after construction. The monitoring involves towed divers observing the nearshore hardbottom and documenting the presence of juvenile sea turtles. Two shore parallel transects will be established between R-3 and R-15. The nearshore hardbottom in this area is 200 to 300 feet wide. In the areas where the hardbottom is 300 to 600 feet wide, one additional diver tow will be conducted along the centerline of the hardbottom in a north south direction.

The transect lines will be based on the mapped boundaries of the nearshore hardbottom and will be pre-plotted in HYPACK navigation and hydrographic surveying system. Two in-water divers will be towed approximately 8 meters behind the boat, which will be moving at a slow speed. The divers will visually scan the area and report the sea turtle sightings to on-vessel personnel, who will then mark a DGPS location fix for that site. The species of each juvenile sea turtle observed, location, as well as the behavior observed (swimming, resting or feeding) will be recorded.

All turtle sightings recorded will be plotted onto a recent aerial of the area to create a map. The report will detail any notes regarding species and behavior observed during the surveys. A report will be provided comparing pre- and post-construction observations.

Report. A comprehensive monitoring report detailing the findings of the Immediate Post-Construction Monitoring event will be submitted to the regulatory agencies within 90 days after survey completion. Raw data will be submitted to FDEP within 60 days of survey completion. The report will compare immediate post-construction conditions to the 2010 baseline conditions and will include the following components:

- A map with recent aerial photography that includes the project template, the baseline and most recent nearshore hardbottom edge, and transect locations
- Data (tabular and graphical) on sedimentation along the transects
- Comparative analysis of hardbottom exposure and sediment depth
- Quantitative data on major benthic biological components (percent cover)
- Statistical evaluation and comparison of the data collected along the transects presenting changes in community composition/abundance between the baseline and post-construction surveys
- Copies of representative photographs and all videos in their original format



Exhibit B - Fee Proposal

The Scope of Services presented in Exhibit A will be performed for a Lump Sum fixed price as shown on the fee estimate attached hereto within Exhibit B. The work will be invoiced monthly on a percent-complete basis shared equally (50/50) between the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) as "Soft Costs" defined by the Settlement Agreement. The services will be conducted in accordance with the terms and conditions of the Contract between Coastal Protection Engineering LLC (CPE) and the City and Town, and the Work Authorization dated April 6, 2021.

Please issue the Purchase Order and/or Notice to Proceed in the name of our license contracting entity, Coastal Planning and Engineering LLC, and reference the contract under which we are performing these services. The approved rates, classifications, and fee estimate build up are presented below. Should the project require additional services not included in this proposal, CPE will coordinate with the City and Town to amend the scope of services with a mutually agreeable revision. Additional services can be provided under a future phase proposal upon request.



City of Deerfield Beach and Town of Hillsboro Beach

RFQ #21-15-JW

2023 Post-Construction Biological Monitoring

Fee Proposal - May 2023

Task Description	Task Total	Labor			Materials	Sub-Consultant
		Junior Coastal Engineer (Hours)	Senior Marine Biologist (Hours)	GIS Operator (Hours)	Equipment & Insurance (Diver/Day)	CSA Ocean Sciences (Direct Costs)
Immediate Post-Construction Hardbottom Monitoring & Post-Construction II Juvenile Sea Turtle Survey	\$78,854.40	108	184	8	14	\$35,024.00
	Total =	108	184	8	14	\$35,024.00
	Rate =	\$100.00	\$152.00	\$90.00	\$60.00	1.1
	Cost =	\$10,800.00	\$27,968.00	\$720.00	\$840.00	\$38,526.40
	LABOR =	\$39,488.00				
	MATERIALS =	\$840.00				
	SUB-CONSULTANT =	\$38,526.40				
	TOTAL =	\$78,854.40				
Coastal Protection Engineering LLC						



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1885

Agenda Date: 6/6/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order with New Way Trucks for the purchase of a front end loader truck in an amount not to exceed \$250,000.00 pursuant to City Code Section 38-116(3)(E); providing for execution and an effective date. (Funds from Account #452-4551-534-60-41 - Solid Waste Capital Fund/Automotive Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not to exceed \$250,000

Account Name: Solid Waste Capital Fund/Automotive Equipment

Account Number: 452-4551-534-60-41

Background/History

Our Solid Waste collection system is focused on removing customers' garbage and debris and is a critical part of the community's quality of life. This service has been impacted lately due to equipment issues, including an extensive engine repair and a total loss of a unit due to a fire. The department typically needs seven (7) Front End Loaders ("FEL") trucks to run our normal commercial routes. Since 2020, the department has lost two (2) FEL vehicles due to fire. The department is currently down three (3) FEL trucks. We are currently utilizing a rented FEL to supplement our fleet.

Due to impacts stemming from the COVID-19 pandemic and because of the position of the solid waste fund, the Department's vehicle and equipment capital expense purchases were limited for FY20 and FY21. Although some vehicles were purchased during those unprecedented times, they were surplus vehicles obtained for great savings through our existing relationships with various truck vendor contacts. These vehicles were mainly Automated Side Load (ASL); one FEL was purchased in FY21.

Compounding the issue, is the fact that it is now taking well over 18 months from the date of a purchase order to receive a new garbage truck. An order, placed in November 2021, still has a delivery date pending and most recently we were advised to expect a delivery time of up to two years (Fall 2023). It has been difficult to obtain quotes and place orders for refuse trucks, and rentals are also not readily available. The department was able to place an order in February 2023 for an FEL to replace the vehicle lost in 2022. However, there is no delivery date available for this vehicle at the current time. In addition, our fleet does not have appropriate surplus vehicles to operate when a front line unit is down, or to allow for adequate preventative maintenance.

We are also experiencing ongoing challenges as it pertains to repairing our equipment due to shortages of mechanics, as well as replacement parts.

Current Activity

Through the department's vast network of contacts, we have been made aware of an opportunity to purchase a used FEL vehicle with immediate delivery for approximately \$250,000.00. This truck would replace the FEL recently lost due to a vehicle fire. The insurance loss payment for this vehicle was \$199,197.00, a difference of approximately \$50,000. The department has surplus funds in its capital fund due to the savings realized on two bulk trucks purchased earlier this year. This purchase would allow us to replace the FEL lost from the recent fire which was a 2015 unit with a newer but used 2021 unit at essentially an additional cost of \$50,000. Although the unit is not configured to our typical specifications (diesel and not CNG, and is Mack vs Autocar chassis), the cost savings and reduced delivery times, coupled with current equipment challenges makes this an opportunity that staff is strongly recommending the city move forward with.

Considering the above and our on-going and unprecedented challenges mentioned, the Department is also planning to increase our capital request for three (3) FEL purchases in the FY24 budget. This will allow us to replace units 5131, 5800, and 5802. The purchase and receipt of these units should allow us to finally get back on sound footing as it pertains to our FEL fleet and moving forward with a more sufficient vehicle replacement program.

The current vehicle that the Department desires to purchase from New Way is being leased and will be returned to New Way at the end of the lease, thus being available for purchase by the City. At that time, there will be appropriate mechanical inspections and any concerns will be addressed. We recommend that the Commission approve the request to purchase the Front End Loader from New Way in an amount not to exceed \$250,000.

Section 38-116(e) of the Procurement Code allows the City Commission to waive the City's competitive solicitation requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City.

Staff recommends that it is in the City's best interest to issue a purchase order to New Way for the purchase of a used 2021 Mack Front End Loader for continuity in the solid waste collection operations of the City.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER WITH NEW WAY TRUCKS FOR THE PURCHASE OF A FRONT END LOADER TRUCK IN AN AMOUNT NOT TO EXCEED \$250,000.00 PURSUANT TO CITY CODE SECTION 38-116(3)(E); PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Department of Sustainable Management is responsible for overseeing solid waste collection within the City; and

WHEREAS, in order to facilitate this service, the Department typically would require seven front end loader trucks to run its normal commercial routes, however, the Department is operating with three front loader trucks, as two trucks were damaged due to fire; and

WHEREAS, the Department's fleet does not have the appropriate surplus vehicles to operate in the event a front-end loader unit is down, nor allow the Department to schedule preventative maintenance on such vehicles; and

WHEREAS, although the Department was able to purchase automated side load vehicles and one front end loader vehicle, these vehicles are not adequate to run the current operations; and

WHEREAS, due to supply and demand, it is currently taking well over 18 months from the date of the issuance of a purchase order for the City to be able to receive a new garbage truck, and delivery dates are still pending to approximately the Fall of 2023; and

WHEREAS, City staff has explored viable options to assist in fulfilling its operational needs, and has been able to procure the purchase of a used 2021 front end loader vehicle with immediate delivery from New Way Trucks ("New Way") in an amount not to exceed \$250,000.00; and

WHEREAS, pursuant to Section 38-116(3)(e) of the City Code, the City Commission may waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, the City is seeking to contract with New Way for the purchase of a used 2021 Mack Front End Loader contingent upon mechanical inspections and resolution of any issues prior to purchase and delivery; and

WHEREAS, New Way has agreed to provide the 2021 Mack Front End Loader with VIN No. 1M2TE2GC0MM005073 (the "Mack Truck") to the City for a cost not to exceed \$250,000.00; and

WHEREAS, staff recommends that the City Commission approve issuance of a Purchase Order with New Way for the purchase of the Mack Truck in the amount of \$250,000.00; and

WHEREAS, the City Commission finds that it is in the best interest of the City to waive the competitive selection requirements of the City Code and that such waiver will not inure to the financial disadvantage of the City, and to authorize the City to issue a Purchase Order to New Way for the purchase of the Mack Truck in an amount not to exceed \$250,000.00, contingent upon mechanical inspections and resolution of any inspection issues prior to purchase and delivery.

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 finds that it is in the best interests of the City to waive the competitive selection requirements of the City Code with respect to the purchase of the Mack Truck, and that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby waives the competitive selection requirements of the City Code regarding the purchase of the Mack Truck, and approves the issuance of a Purchase Order to New Way for the purchase of the Mack Truck in the amount not to exceed \$250,000.00, contingent upon mechanical inspections and resolution of any mechanical issues prior to purchase and delivery.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

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. 2023-1914

Agenda Date: 6/6/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Revised Interlocal Agreement among the City, Broward County and Broward Municipalities for the establishment of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County; providing for execution, conflicts, and an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Estimated initial 3 year commitment costs: FY 24 \$118,381.05, FY 25 \$120,000, FY 26 \$125,000

Account Name: Other Contractual Services

Account Number: 450-4551-534-32-99

Background/History

In late 2019, Broward County and Broward County municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal and county officials, to jointly develop recommendations for the creation of a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure.

Over the course of the last several years, regular meetings have been held with the SWWG to develop an Interlocal Agreement (ILA) which would form the basis of the development of a regional solid waste management system.

A Solid Waste Delegates Meeting for the SWWG was held on March 30, 2023 to review and finalize the ILA.

The City Commission approved the ILA that was finalized by the SWWG at the May 2, 2023 meeting.

Subsequent to that meeting, representatives of the Broward County Commission had additional requested revisions to the ILA.

Current Activity

The revised ILA adds several sections as it pertains to Legal Counsel and potential conflicts of interest of Legal Counsel representing the Authority as well as representing member cities. The new

sections define those parameters as well as provides language as it pertains to the County's ability to implement programs outside of the authority for parties not a part of the agreement if they should choose to do so. A new section also further stipulates that there are no additional financial obligations beyond what is already spelled out in the agreement.

The Broward County Commission voted on the revised ILA at their May 23rd meeting. It is recommended that all cities' agenda the revised ILA after the County Commission vote.

For those cities that have already approved the previous ILA version, the new version will need to be approved.

Attached are the following:

- (1) an ADA-accessible PDF of the ILA incorporating the revisions approved by the SWWG and
- (2) a Word document listing the revisions made to the ILA from the prior version previously approved by the City Commission.

Recommendation

Staff recommends approval of the ILA and funding the efforts for the next three fiscal years as per the estimated municipal contributions attachment included herein. Upon completion of the Master Plan and relevant studies, the City shall have the ability to exit the ILA should the findings and related costs not be deemed in the best interest of the City of Deerfield Beach.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE REVISED INTERLOCAL AGREEMENT AMONG THE CITY, BROWARD COUNTY AND BROWARD MUNICIPALITIES FOR THE ESTABLISHMENT OF THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY; PROVIDING FOR EXECUTION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, in order to protect the long term public health, safety, and welfare of the residents of Broward County, the various municipalities in Broward County along with Broward County are committed to working together collaboratively through the creation of an independent legal entity to be known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the “Authority”); and

WHEREAS, the Authority’s mission is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County; and

WHEREAS, in order to be effective and create the Authority, the Interlocal Agreement among Broward County, the City, and other Broward Municipalities, attached as Exhibit “1”, (the “ILA”) must be approved by Broward County and municipalities representing at least 75% of the total population of Broward County; and

WHEREAS, the ILA establishes a Governing Board (the “Board”) comprised of one elected official from the County and one from each participating municipality; an executive committee, an appointed Executive Director, and a Technical Advisory Committee; and

WHEREAS, the ILA will be for a term of 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum percentage of the Broward solid waste tonnage as determined by the Governing Board (which will be no less than 50%); and

WHEREAS, in accordance with the ILA, the Board shall adopt a Master Plan and a proposed Facilities Amendment to the ILA, which will collectively describe the Authority’s operations in detail, provide the comprehensive planning framework and strategic direction to manage system waste, set forth the facilities that will be operated as part of the system, and describe the funding/financing mechanisms for the Authority; and

WHEREAS, the ILA requires that each party financially contribute towards the cost of operations (the “Start-Up Funding”), until the Authority is able to fund its budget through special assessments or other methods, and such expenses are capped at \$2,000,000 total per

year, calculated on a fiscal year basis; and

WHEREAS, the portion of the Start-Up Funding used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the participating Broward municipalities on a pro rata basis based upon population, and the remaining Start-Up Funding expenses will be paid by all parties on a pro rata basis based upon population (with the County's population based upon the unincorporated areas only); and

WHEREAS, no later than the effective date of the Facilities Amendment, the ILA requires that all parties commit to send all of their System Waste to the Authority, through regulatory flow control (through the adoption of ordinances) and contractual flow control (through inclusion of such provisions in new hauler contracts), all subject to existing contracts; and

WHEREAS, Section 3.3.1 of the ILA provides municipalities the ability to withdraw from the ILA after the Facilities Amendment is approved by the Board; and

WHEREAS, on May 2, 2023, the City Commission approved the ILA originally finalized by the parties pursuant to Resolution 2023/080; and

WHEREAS, subsequent to the City's approval of the ILA, the Broward County Commission ("County") requested revisions to the ILA relating to the Authority's legal counsel, County authority to implement programs notwithstanding the ILA, addressing damages and litigation, and the limitation on the Authority as to financial obligations, which are more specifically set forth in the attached Exhibits 1 and 2; and

WHEREAS, due to the County's revisions to the ILA, it is necessary to approve the revised ILA, attached as Exhibit "1" (the "Revised ILA"); and

WHEREAS, staff recommends the City Commission approve and authorize execution of the revised ILA, attached as Exhibit "1".

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 revised ILA, attached as Exhibit "1", for the creation of the Authority.

Section 3. The Mayor and City Manager are hereby authorized to execute the revised ILA with the County and Broward municipalities, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

- 3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.5.4. Section 8.1.7 (Collection and transportation services);
- 3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);
- 3.3.5.6. Section 8.1.12 (Issuance of bonds);
- 3.3.5.7. Section 11.1 (Commitment of System Waste); or
- 3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population (for County, the unincorporated area).

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee (“TAC”) is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party’s solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing

with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The “Sensitive Issues” are: (a) whether a specific action of the Authority requires the vote of a Party’s (or Parties’) elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party’s (or Parties’) Governing Board member’s consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party’s (or Parties’) elected body’s approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect (“Independent Counsel Procedures”).

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the “Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System” between Broward County municipalities and

County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party's (or Parties') representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by

the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an

independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of

enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take

any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations

in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

(a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the

conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to

purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority’s assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party’s mayor, with copies to its chief executive officer (e.g., City/Town Manager, County

Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

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

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section

19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23 day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2023

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

By Matthew
Haber
Matthew Haber (Date)
Assistant County Attorney

Digitally signed by Matthew
Haber
Date: 2023.05.15 11:47:44
-04'00'

By Nathaniel
Klitsberg
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

Digitally signed by Nathaniel
Klitsberg
Date: 2023.05.15 15:53:47
-04'00'

**REVISED SECTION 3.1
(STATUTORY CITATION DELETION)**

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, ~~189.4041~~, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

NEW SECTION 6.10

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The "Sensitive Issues" are: (a) whether a specific action of the Authority requires the vote of a Party's (or Parties') elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party's (or Parties') Governing Board member's consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that

requires a Party's (or Parties') elected body's approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect ("Independent Counsel Procedures").

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

REVISED SECTION 8.2.8

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

NEW SECTION 19.14

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with

applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

NEW SECTION 19.15

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that: (a) the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

NEW SECTION 19.16

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section 19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1918

Agenda Date: 6/6/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 54 "PENSIONS AND RETIREMENT", ARTICLE V "MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND", SECTION 54-257 "CONDITIONS OF DISABILITY", SECTION 54-271 "MEMBERS; TERMS OF OFFICE; ELECTION OF CHAIRMAN AND SECRETARY", AND SECTION 54-309 "BENEFITS OTHER THAN ON RETIREMENT" OF THE CITY CODE OF ORDINANCES TO ADDRESS RECENT CHANGES IN STATE LAW, COMPLIANCE WITH THE SECURE ACT AND THE BOARD TRUSTEE QUALIFICATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for June 20, 2023.

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: See Actuary Statment of No Impact

Background/History

Chapters 112 and 175, Florida Statutes, establish disability presumptions for firefighters in cases of heart disease, hypertension, tuberculosis, meningococcal meningitis, and hepatitis, and certain cancer diagnoses. The Florida Legislature, in recognition of the elevated health risks to firefighters for certain heart and lung and most recently, cancer diseases, has created a duty-related heart and lung disease presumption, and cancer presumption. Chapter 2019-21, Laws of Florida, has amended Chapter 112, Florida Statutes, by creating Section 112.1816, governing disability and death benefits for firefighters. Additionally, the Setting Every Community Up for Retirement Enhancement ("SECURE") Act, signed into law on December 20, 2019, amended the definition of "Required Beginning Date" under Section 401(a)(9) of the Internal Revenue Code.

Current Activity

While the City's existing Plan complies with all applicable state law, it is in the best interest of the Plan participants to conform the related City Ordinance to the state laws specifying certain rebuttable and non-rebuttable presumptions. Additionally, the Deerfield Beach Municipal Firefighters' Pension Trust Fund is a defined benefit plan under IRC 401(a) and therefore amendments are necessary to conform the Pension Plan to the requirements of the SECURE Act.

The Deerfield Beach Municipal Firefighters' Pension Trust Fund is a closed plan and as such no new members have entered the plan since October 1, 2011. The number of active members in the plan is dwindling as members retire. It is in the best interest of the Plan participants to conform to Sec. 175.061, Fla. Stat., to amend the plan to provide that retired members may serve as trustees when

the number of active members falls below 10 of the total number of members.

Recommendation

Approval.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 54 “PENSIONS AND RETIREMENT”, ARTICLE V “MUNICIPAL FIREFIGHTERS’ PENSION TRUST FUND”, SECTION 54-257 “CONDITIONS OF DISABILITY”, SECTION 54-271 “MEMBERS; TERMS OF OFFICE; ELECTION OF CHAIRMAN AND SECRETARY”, AND SECTION 54-309 “BENEFITS OTHER THAN ON RETIREMENT” OF THE CITY CODE OF ORDINANCES TO ADDRESS RECENT CHANGES IN STATE LAW, COMPLIANCE WITH THE SECURE ACT AND THE BOARD TRUSTEE QUALIFICATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 112 and 175, Florida Statutes, establish disability presumptions for firefighters in cases of heart disease, hypertension, tuberculosis, meningococcal meningitis, and hepatitis, and certain cancer diagnoses; and

WHEREAS, the Florida Legislature, in recognition of the elevated health risks to firefighters for certain heart and lung and most recently, cancer diseases, has created a duty-related heart and lung disease presumption, and cancer presumption; and

WHEREAS, Chapter 2019-21, Laws of Florida, has amended Chapter 112, Florida Statutes, by creating Section 112.1816, governing disability and death benefits for firefighters; and

WHEREAS, while the City’s existing Plan complies with all applicable state law, it is in the best interest of the Plan participants to conform the related City Ordinance to the laws specifying certain rebuttable and non-rebuttable presumptions; and

WHEREAS, the Deerfield Beach Municipal Firefighters’ Pension Trust Fund is a closed plan and as such no new members have entered the plan since October 1, 2011; and

WHEREAS, the number of active members in the plan is dwindling as members retire; and

WHEREAS, it is in the best interest of the Plan participants to conform to Sec. 175.061, Fla. Stat., to amend the plan to provide that retired members may serve as trustees when the number of active members falls below 10 of the total number of members; and

WHEREAS, it is in the best interest of the Plan participants to amend the Ordinance, as permitted by Section 175.061, Florida Statutes, to provide for four year Trustee terms; and

WHEREAS, the Setting Every Community Up for Retirement Enhancement (“SECURE”) Act, signed into law on December 20, 2019, amended the definition of “Required Beginning Date” under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, the Deerfield Beach Municipal Firefighters’ Pension Trust Fund is a defined benefit plan under IRC 401(a) and therefore amendments are necessary to conform the Pension Plan

to the requirements of the SECURE Act.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 54 “Pensions and Retirement”, Article V “Municipal Firefighters’ Pension Trust Fund”, Division 1 “Generally”, Section 54-257 “Conditions of disability” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 54 PENSIONS AND RETIREMENTS

ARTICLE V. MUNICIPAL FIREFIGHTERS’ PENSION TRUST FUND

DIVISION 1. GENERALLY

Sec. 54-257. - Conditions of disability.

~~Any condition or impairment of health of any and all firefighters employed in the state caused by tuberculosis, hypertension, heart disease, or hardening of the arteries, resulting in total or partial disability or death, shall be presumed to be accidental and suffered in the line of duty unless the contrary is shown by competent evidence. Any condition or impairment of health caused directly or proximately by exposure, which exposure occurred in the active performance of duty at some definite time or place without willful negligence on the part of the firefighter, resulting in total or partial disability, shall be presumed to be accidental and suffered in the line of duty; provided however, that such firefighter shall have successfully passed a physical examination upon entering such service, which physical examination, including electrocardiogram, failed to reveal any evidence of such condition; provided further, that such presumption shall not apply to benefits payable under or granted in a policy of life insurance or disability insurance. Nothing in this section shall be construed to extend or otherwise affect the provisions of F.S. ch. 440, pertaining to worker's compensation.~~

(a) Heart, Lung and Communicable Disease diagnosis. The provisions of Sections 112.18, 112.181, and 175.231, Florida Statutes, are hereby codified within the plan and are intended to be incorporated by reference. The board of trustees may adopt uniform administrative rules for the conduct of hearings relating to these rebuttable presumptions and for the determination of any disqualifying events reflected in Chapters 112 and 175, Florida Statutes.

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

(b) Firefighter Cancer Diagnosis. The provisions of Section 112.1816, Florida Statutes, are hereby codified within the plan and are intended to be incorporated by reference. The board of trustees may adopt uniform administrative rules for the conduct of hearings relating to this absolute causation for an in-service disability pension and for the determination of any disqualifying events as reflected in the statute.

Section 3. Chapter 54 “Pensions and Retirement”, Article V “Municipal Firefighters’ Pension Trust Fund”, Division 2 “Board of Trustees”, Section 54-271 “Members, terms of office; election of chairman and secretary” of the City Code of Ordinances is hereby amended to read as follows:

Chapter 54 PENSIONS AND RETIREMENTS

ARTCILE V. MUNICIPAL FIREFIGHTERS’ PENSION TRUST FUND

DIVISION 2. BOARD OF TRUSTEES

Sec. 54-271. - Members; Terms of office; Election of chairman and secretary.

- (a) There is hereby created a board of trustees of the municipal firefighters’ pension trust fund, which shall be solely responsible for administering the trust fund. The board of trustees shall consist of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the municipality, who shall be appointed by the legislative body of the municipality, and two of whom shall be firefighters as defined in F.S. Section 175.032, or, if the active firefighter membership falls below ten, an active firefighter member seat may be held by either a retired member or an active firefighter member of the plan, who shall be elected by a majority of the active or retired firefighters who are members of such plan. The fifth member shall be chosen by a majority of the previous four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth member. The fifth member shall have the same rights as each of the other four members appointed or elected as provided in this section and may succeed himself in office. Each resident member shall serve as a trustee for a period of ~~two~~ four years, unless sooner replaced by the legislative body at whose pleasure he or she shall serve, and may succeed himself or herself as a trustee. However, the terms of the mayor, or corresponding chief executive officer of the municipality, and the chief of the fire department as members of a board of trustees as provided in Laws of Fla. ch. 63-249, as amended, together with any city manager and member of the city commission as members of the board of trustees shall terminate on September 30, 1986. Each firefighter member shall serve as trustee for a period of ~~two~~ four years, unless he or she sooner leaves the employment of the municipality or agency providing fire services to the municipality, retires from the Plan or upon termination of his or her DROP term, whereupon the city commission shall choose his or her successor

in the same manner as an original appointment. Each firefighter may succeed himself or herself in office. The board of trustees shall meet at least quarterly each year. Each board of trustees shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature and description.

Section 4. Chapter 54 “Pensions and Retirement”, Article V “Municipal Firefighters’ Pension Trust Fund”, Division 4 “Benefits”, Section 54-309 “Benefits other than on retirement” of the City Code of Ordinances is hereby amended to read as follows:

Chapter 54 PENSIONS AND RETIREMENTS

ARTICLE V. MUNICIPAL FIREFIGHTERS’ PENSION TRUST FUND

DIVISION 4. BENEFITS

Sec. 54-309. - Benefits other than on retirement.

(c) *Required beginning date.* Notwithstanding anything in the plan to the contrary, all distributions under the plan shall comply with section 401(a)(9) of the Code and the Regulations thereunder, as prescribed by the Commissioner in Revenue Rulings, Notices and other guidance published in the Internal Revenue Bulletin, to the extent that said provisions apply to governmental plans under section 414(d) of the Code. ~~and shall be made in accordance with the following requirements:~~

~~(1) Any benefit paid to a member shall commence on the later of:~~

~~a. April 1 of the year following the calendar in which the member retires; or~~

~~b. April 1 of the year immediately following the calendar year in which the member reaches age 70½.~~

~~(2)~~ Distributions of a member's benefits will be made in accordance with sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Regulations, and such other rules thereunder as may be prescribed by the Secretary of the Treasury, to the extent that said provisions apply to governmental plans under section 414(d) of the Code.

~~(3)~~ Notwithstanding anything contained herein to the contrary, payments under the plan to a beneficiary due to member's death shall satisfy the incidental death benefit requirements and all other applicable provisions of section 401(a)(9)(G) of the Code, the regulations issued thereunder, and such other rules thereunder as may be prescribed by the Secretary of the Treasury, including IRS Notice 2007-7, to the extent that said provisions apply to governmental plans under section 414(d) of the Code.

Section 5. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 7. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 8. This Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



April 20, 2023

Board of Trustees
City of Deerfield Beach Municipal Firefighters' Pension Trust Fund
c/o Doug Falcon, FHA-TPA Benefits Administrators
P.O. Box 327810
Ft. Lauderdale FL 33332
doug@fhatpa.com

Dear Trustees:

Re: Statement of No Impact for Proposed Plan Amendment

This letter is being written to provide a statement of no impact with regard to the attached proposed ordinance for the Deerfield Beach Municipal Firefighters' Pension Trust Fund (the Plan). Below is our understanding of the proposed changes.

Summary of Changes

Ordinance Section	Add/ Remove/ Revise	Amendment
54-257. - Conditions of disability.	Revise	Removal of old language describing presumptive conditions of line of duty disability. New language referencing Chapters 112 and 175 definitions added.
54-271. - Members; Terms of office; Election of chairman and secretary.	Revise	Revise language to allow for retiree trustee in place of active trustee when active population is less than 10. Additionally revise language to extend firefighter trustee terms to four years.
54-309. - Benefits other than on retirement.	Revise	Removal of detailed language such that required minimum distributions under IRC Section 401(a)(9) are incorporated by reference.

Actuarial Impact

We have assumed that the presumptive disability language is not expected to materially increase the number of line-of-duty disabilities awarded by the Plan. We have found that the language additions and revisions described above have not changed the cost of the plan materially.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Little', is written over a light gray horizontal line.

Chad M. Little, ASA, EA
Partner, Consulting Actuary