



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 Tuesday

District 2 Commissioner Ben Preston August 1, 2023

District 4 Commissioner Todd Drosky 7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Budget Workshop Meeting Minutes

Attachment: June 13, 2023, June 14, 2023

Special City Commission Meeting Minutes

Attachment: July 20, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Cultural Committee Meeting Minutes

Attachment: May 15, 2023

Code Compliance Meeting Minutes

Attachment: May 24, 2023

African American Heritage Committee Meeting Minutes

Attachment: June 8, 2023

Community Appearance Board Meeting Minutes

Attachment: June 28, 2023

APPROVAL OF THE AGENDA

August 1, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83696396371?pwd=QTcwWIM2bDNab25vcTNMcVIDdCsrdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 836 9639 6371#

Participant ID: #

Passcode: 837303#

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. **Presentation by State Senator Tina Polsky and State Representative Patricia H. Williams regarding the Martin Luther King, Jr. Avenue Stormwater Project.**

Sponsor: Office of the City Manager

2. **Presentation by State Representative Peggy Gossett-Seidman regarding the Deerfield Beach Alzheimer's Daycare/Senior Transportation Services.**

Sponsor: Department of Community Services

3. **Presentation by Marty Kiar, Broward County Property Appraiser, regarding property taxes and values.**

Sponsor: Office of the City Manager

4. **Certificate of Recognition presented to Jullienne “Julie” Dinnard, Certified Nursing Assistant, for her 22 years of service to the City.**

Sponsor: Department of Community Services

PUBLIC HEARINGS - SECOND READING

5. **P.H. 2023-094: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fiscal Year 2023-2024 Community Development Block Grant Annual Action Plan; providing for implementation and an effective date.**

Sponsor: Department of Community Services

Attachment: CDBG FY 23-24 Annual Action Plan

PUBLIC COMMENT

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

as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENT

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

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: DBHA Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-26-BA for the purchase of a robotic field liner to TinyMobileRobots US, LLC; authorizing the issuance of a purchase order to TinyMobileRobots US, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$41,171.00; providing an effective date. (*Funds from Account #001-7020-539-60-43 - Other Mach and Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: TinyMobileRobots US, LLC

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Participation Agreement between Broward County and the participating municipalities for participation in the Consolidated Regional E-911 Communications System and the Second Amendment to the Regional Interlocal Agreement between Broward County and the participating municipalities providing for cooperative participation in a regional public safety intranet; providing for**

execution, conflicts, and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Public Safety

Attachment: Consolidated Regional E-911 Communications System

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing the filing of right-of-way maintenance maps for certain rights-of-way deemed dedicated to the City in accordance with Section 95.361, Florida Statutes, as reflected in the attached right-of-way survey maps; providing for execution, certification, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Right-of-Way Maintenance Maps

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JP023-06-2023 with the Areawide Council on Aging of Broward County, Inc. to amend the Contract termination date and attachment XII; authorizing execution of the Amendment; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: EHEAP Amendment

- 11. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JL023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Local Service Program in an amount not to exceed \$118,380.00; authorizing execution of the Contract; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Local Service Program

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JP023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Emergency Home Energy Assistance Program in an amount not to exceed \$25,431.76; authorizing execution of the Contract; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Emergency Home Energy Assistance Program

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program in an amount not to exceed \$288,836.39; authorizing execution of the Contract; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Alzheimer's Disease Initiative Program

DEPARTMENTAL BUSINESS

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, awarding Invitation to Negotiate #23-02-PC to _____ for the lease of the City Pier Restaurant; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Economic Development

Attachment: City Pier Restaurant

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop - Thursday, August 10, 2023

Regular City Commission Meeting - Tuesday, August 15, 2023

Special City Commission Meeting - Tuesday, August 22, 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.



**CITY OF DEERFIELD BEACH
BUDGET WORKSHOP MEETING MINUTES
Tuesday, June 13, 2023 at 6:00 PM**

The meeting was called to order on the above date by Mayor Bill Ganz at 6:00 p.m. at the Hillsboro Community Center, Deerfield Beach, Florida.

ROLL CALL

Present: Commissioner Todd Drosky - Tardy
Commissioner Ben Preston
Commissioner Michael Hudak - via Zoom
Vice Mayor Bernie Parness
Mayor Bill Ganz

Also Present: David Santucci, City Manager
Anthony Soroka, City Attorney
Heather Montemayor, CMC, City Clerk

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

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

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

Nays: 0

CITYWIDE OVERVIEW

David Santucci, City Manager, thanked staff for their assistance in creating the budget. Thereafter, he outlined the workshop agenda and displayed a PowerPoint presentation.

Budget Process/Calendar - Stephanie Tinsley, Chief Financial Officer, provided an overview of the budget development and implementation processes. Thereafter, she stated that the City will receive the final assessments from the Broward County Property Appraiser's Office (BCPA) at the beginning of July; the preliminary fire assessment rate and nuisance abatement will go before the Commission on July 18th. The proposed budget will be presented on August 10th; thereafter, the budget will be submitted to the Commission no later than August 15th. The first hearing of the budget will take place on September 5th, with final adoption taking place on September 13th.

Demographics - Mr. Santucci outlined the City's demographics: 2.5% unemployment rate; median household income is \$15,000 below the County average at \$49,650; and poverty rate is higher than the County at 15.6%. The over 65 population and labor force participation rate are both higher than the County and State, the persons per household is at 2.33%, and persons without health insurance is at 23.2%.

Commissioner Drosky arrived at 6:11 p.m.

CITYWIDE OVERVIEW - CONTINUED

Economic Indicators - Mr. Santucci said the CPI is high and there is an uptick in consumer confidence which could reflect the inflation going down and interest rates stabilizing. Deerfield Beach is within the top five cities with the most sales; however, a majority sold were townhomes and condos. Lastly, he said the median sale price has increased from April 2022 to April 2023.

Single-Family Home Assessed Values - Mr. Santucci said the average assessed value increased by \$26,659, which is still behind the County average; nevertheless, Deerfield Beach has the 11th lowest assessed value in Broward County, which is an improvement. Thereafter, he provided a brief explanation of the average taxable values for condos and single-family homes. Further, Mr. Santucci said the Broward County Property Appraiser (BCPA) collects taxes on behalf of all taxing authorities and the City receives an estimated 30%.

Millage Rate History - Mr. Santucci said the proposed millage rate is 6.2548 and the operating millage remains unchanged at 6.0018.

Ad Valorem Tax Revenue Projection - Ms. Tinsley stated that the ad valorem tax revenue projection is \$59 million, which reflects the 95% collection rate; the City estimated \$53.2 million for 2023.

Ad Valorem - Property Tax Collection - Ms. Tinsley said the total citywide estimated tax collection is \$61.6 million and CRA's allocation is \$2.6 million, for a projected net General Fund of \$59 million. She explained that one mill generates \$9.8 million of ad valorem tax revenue and the taxable property values increased by 10.21%.

Revenue Estimates for all Funds - Ms. Tinsley provided a brief overview of the City's revenue estimates for all funds, which total \$299,845,182.

General Fund Revenue Sources - Ms. Tinsley said property taxes are the largest source of funding for the General Fund, followed by the fire assessment.

Citywide Recent Achievements - Mr. Santucci listed the citywide recent achievements: executive recruitment; pay and classification analysis and implementation; referendum for sale of 1045 SW 11th Way; acquisition of vacant beach lot; address recurring audit observations/findings; as well as others.

Citywide Current Initiatives - Mr. Santucci listed the citywide current initiatives: Enterprise Resource Plan (ERP) coordination and implementation; 1045 SW 11th Way development agreement, site plan and city entitlements; central city development; as well as others.

Citywide Future Considerations - Mr. Santucci outlined the citywide future considerations: concerns with national/global economic climate; public safety service levels; attainable housing opportunities; legislative mandates; as well as others.

General Fund Balance - Peer Comparatives - Ms. Tinsley said the City's total General Fund balance is at a 'AA' rating; total unassigned fund balance is at a 'AAA' rating; total General Fund Balance as a percent of revenues is in line at a 'AAA' Florida; and the unassigned fund balance as percent of revenue is at a 'AAA' rating.

Existing Tax Supported Debt - Mr. Tinsley said the City's total debt is at \$56.7 million, which includes general obligation and covenant bonds. Thereafter, she outlined the measures the City uses to analyze the current debt. The 10-year payout ratio is at a 'AA' rating; the debt to assessed value is between a 'AA' and 'AAA' rating; and debt service vs. expenditures is at a 'AA' rating.

In response to Commissioner Drosky's questions, Mr. Santucci replied that although inflation has decreased, costs for services, i.e. janitorial and landscape, maintenance, and repairs have increased. Additionally, there will be a 4.6% increase for fire rescue services, and a 6.2% increase for law enforcement; increases are also due to the capital improvement projects. Further, he reiterated that inflation has gone down but the housing market remains stable, so there won't be the same amount of increases in the ad valorem. Lastly, he said there are projects outlined in the western portion of the City.

FY 24 CIP PROJECT REQUESTS**General Capital Project Fund**

General Fund Projects - David Santucci, City Manager, said \$12 million is being requested, which includes: air pavilion at Oveta McKeithen; renovations to Central City Campus second floor; continuation of unified key management system; court resurfacing and enclosures; review of the fitness equipment; park lighting improvements; continuation of pavilions and playgrounds; Constitution Park community center; FEC fence; electric charging stations; International Fishing Pier; as well as others.

In response to Commissioner Preston's question, Teresa Rynard, Director of Parks and Recreation, replied that Mayo Howard Park, Villages of Hillsboro and Constitution Park will have their lighting reconstructed; whereby, the City intends to work with Florida Power and Light (FP&L) to seek additional discounts for energy efficiency lighting.

Commissioner Preston suggested adding 24-hour lighting to each park, as it would alleviate after hour activity.

In response to Vice Mayor Parness' request, Ms. Rynard stated that staff is working on the possibility of installing solar lighting, as the technology is becoming increasingly better and will be a cost savings to the City.

Commissioner Hudak said 24-hour lighting is not viable in many of the parks because the lighting will intrude into the surrounding homes.

Mr. Santucci stated that staff will ensure homes are not affected. Thereafter, he outlined the vehicle request, which includes light and heavy-duty vehicles, totaling \$1.68 million.

Road and Bridge Fund

Road and Bridge Fund Projects - Mr. Santucci said \$700,000 has been allocated to build funding for the design of the SE 15th Avenue bridge; citywide street lighting is a surtax project - \$800,000; Dixie Highway streetscape improvements, which is connected to FDOT's RRR project - \$564,000. Thereafter, he outlined other projects, for a total overall request of \$19 million.

In response to Commissioner Preston's question, Mr. Santucci replied that the funding for the Dixie Highway streetscape improvements project is due from the City in fiscal year 2024, and construction will begin in fiscal year 2025 or fiscal year 2026. Thereafter, an overview of the project was provided.

In response to Commissioner Hudak's question, Mr. Santucci replied that there are no plans to rename FAU Research Park Boulevard.

Utilities Capital Fund

Utilities Capital Fund Projects - Mr. Santucci said projects include advanced metering infrastructure, which is funded through ARPA; ammonia and chlorine conversion; Floridan well rehabilitation; control updates; as well as others, for a total overall request of \$9 million

Solid Waste Fund

Vehicles and Equipment - Mr. Santucci said the vehicle and equipment request is \$2 million.

Stormwater Fund

Stormwater Capital Fund - Mr. Santucci said projects include College Park, Crystal Lake, SE 8th Avenue, West Deerfield, Martin Luther King Jr. Avenue, as well as others, for a total overall request of \$11 million.

FY 24 CIP PROJECT REQUESTS - CONTINUED

In response to Commissioner Preston's question, Pricilla Cygielnik, Director of Environmental Services, replied that the current funding allocated for Martin Luther King Jr. Avenue is for design, whereas, it takes approximately one year to design a project; nevertheless, staff is concurrently applying for grants.

In response to Commissioner Hudak's question, Ms. Cygielnik replied that the design for the SE 8th Avenue project has been completed, but staff is awaiting the surface water license through the County; once everything is approved construction is anticipated at 12 - 18 months.

In response to Commissioner Hudak's question, Mr. Santucci replied that recently purchased front loader was used at \$250,000.

FINANCIAL SERVICES

Recent Achievements - Stephanie Tinsley, Chief Financial Officer, listed the recent achievements: pay and compensation strategy implementation; finalized reallocation of non-departmental and central service items; customer service enhancements on the website and lobby; as well as others.

Current Initiatives - Ms. Tinsley listed the current initiatives: BSO fire safety inspection billing/collections conversion to Gov-Easy; city hall customer service security enhancements; cost allocation plan (CAP) study; OpenGov budget development software and configuration; ERP preparation; as well as others.

In response to Commissioner Preston's question, David Santucci, City Manager, replied that the security enhancements are to alleviate safety issues brought forward by staff.

Future Considerations - Ms. Tinsley outlined the future considerations: CAP implementation; system implementations, which include ERP OpenGov, automated meter reading; as well as others.

Financial Services Operating Budget - Ms. Tinsley said the overall operating budget is \$2.8 million.

Accounting & Treasury Management Operating Budget - Ms. Tinsley said the changes in personnel services are due to a budget transfer for temporary contractual services - \$175,000; new intern - \$21,000. Further, the changes in operating expenditures are due to Gov Easy - \$20,000 increase; audit service for GASB implementation - \$12,000 increase; temporary staff for ERP implementation - \$50,000 increase; and bank charges for in-person payments - \$55,000 increase.

Budget & Performance Management Operating Budget - Ms. Tinsley said the changes in personnel services are due to a budget transfer for temporary contractual services - \$60,000; intern - \$21,000. Further, the change in operating expenditures is due to the reduction of the onetime professional services for the development and implementation of OpenGov - \$53,000.

Purchasing & Contract Administration Operating Budget - Ms. Tinsley said changes in personnel services is due to the intern - \$21,000.

Customer Service Operating Budget - Ms. Tinsley said postage increased by \$12,000; AMI support, file formatting, etc. - \$20,000 increase; and bank charges decreased by \$120,000.

In response to Commissioner Hudak's question, Mr. Santucci replied that the ERP is a multi-year project.

There was a brief recess from 7:34 p.m. to 7:41 p.m.

HUMAN RESOURCES

Recent Achievements - Karen Belle-Pierre, Assistant Director of Human Resources listed the recent achievements: completion of pay and class study; labor negotiations; concluded city-wide vehicle inventory; created electronic safety training library; executed alternate recruitment efforts; introduced new wellness activities; as well as others.

HUMAN RESOURCES - CONTINUED

Current Initiatives - Ms. Belle-Pierre listed the current initiatives: promote education tuition reimbursement; review pay and class study job descriptions; develop performance improvement process for insurance and inventory tracking for city property/asset; support ERP system implementation; creation of a total compensation calculator for recruitment and retention; as well as others.

Future Considerations - Ms. Belle-Pierre outlined the future considerations: evaluation of new onboarding/offboarding strategies; developing strategies for employee retention; improve professional development and training; new performance evaluation; 4% health insurance rate increase; and continuation of department preventative risk trainings.

Human Resources Operating Budget - Ms. Belle-Pierre said there was a budget transfer from personnel services to operating expenditures due to contractual services - \$75,000. The operating expenditures decreased due to labor and personnel legal services; for an overall budget increase of 6.86%.

Insurance Services/Risk Management Operating Budget - Ms. Belle-Pierre said there was an increase in COBRA health due to turnover and dependent's selection of COBRA, but a decrease in retirees due to retirement age. Further, there was a decrease in personnel services due to the HR Director vacancy, and the increase in operating expenditures is due to mediation; for an overall budget increase of 7.55%.

INFORMATION TECHNOLOGY SERVICES

Recent Achievements - Ron McKenzie, Chief Information Officer, listed the recent achievements: academic and technical certification accomplishments; GIS created and implemented dashboard for capital improvement projects; upgraded audio visual upgrades to Commission Chambers; security achievement; as well as others.

Current Initiatives - Mr. McKenzie listed the current initiatives: obtained data backup system which encrypts data to maintain integrity and monitor data risk and threats; obtain circuits and equipment for wireless guest networks at multiple city facilities; researching new phone system; implement attack server to simulate network attacks and help increase our security platform; as well as others.

Future Considerations - Mr. McKenzie outlined the future considerations: ensure compliance with cybersecurity house bills; ERP implementation with new system and migration from old system; creating an app for rapid assessment reporting; creating a zero-trust atmosphere for remote applications; and workforce mobility in preparation for disasters.

Operating Budget - Mr. McKenzie said there is a \$9,986 change in personnel services due to the request of an IT ERP Coordinator - \$102,000, and the reallocation of two positions to utilities. The \$58,053 increase in operating expenditures is due to services for software and support of new software. Further, no new projects are being proposed, so there is a \$200,000 reduction in capital outlay; for an overall budget decrease of 3.60%.

In response to Commissioner Preston's question, Mr. McKenzie replied that cyber-attacks have occurred but were unsuccessful.

OFFICE OF THE CITY CLERK

Recent Achievements - Heather Montemayor, City Clerk, listed the recent achievements: audio/visual upgrades to Commission Chambers; two successful citywide elections; reduction of contractual services due to bringing ADA remediation inhouse; as well as others.

Current Initiatives - Ms. Montemayor listed the current initiatives: completion of the advisory board handbook; installation of touch screen TV in the lobby area; ADA remediation of the City website; evaluation of website advertising; as well as others.

Future Considerations - Ms. Montemayor outlined future considerations: implementation of electronic submission and payment for lobbyist registrations; JustFOIA upgrade; creation of an electronic records management policy; as well as others.

OFFICE OF THE CITY CLERK - CONTINUED

Operating Budget - Ms. Montemayor said the decrease in personnel services is due to staffing changes. Further, there is an increase in programming and software due to the upgrade of the public records request software, but a decrease in contractual services due to document remediation being brought inhouse; for an overall budget decrease of 26.50%.

PUBLIC AFFAIRS & MARKETING

Recent Achievements - Rebecca Medina-Stewart, Director of Public Affairs & Marketing, listed the recent achievements: graphic design services; educational campaigns; DFB livestream experience; recipient of three Silver Telly Awards; as well as others.

Current Initiatives - Ms. Medina-Stewart listed the current initiatives: strategic plan design and layout; additional DFB livestream cameras, i.e. rainforest/bird cameras; DEEResident Spotlight; educational campaigns, to include AMI and composting; and addition of a text communications tool, which was under budget.

Future Considerations - Ms. Medina-Stewart outlined future considerations: launch YouTube Tourism Channel called Destination Deerfield Beach; promotional campaigns for Bezos Academy and Braithwaite Center; use of artificial intelligence (AI); city podcast; as well as others. Further, she explained that the AlertDFB contract will be terminated in December; therefore, staff must seek alternate services.

Operating Budget - Ms. Medina-Stewart said the increase in personnel services is due to the addition of an administrative support specialist - \$35,000, which will be a cost share with ocean rescue. Further, the decrease in operating expenditures is due to the decrease in the communication tool; for an overall budget increase of 7.16%.

Commissioner Preston cautioned staff on the use of AI technology. Further, he suggested part-time employment to assist with the increased workload.

PLANNING & DEVELOPMENT SERVICES

Recent Achievements - Eric Power, Director of Planning & Development Services, listed the recent achievements: completion of the Comprehensive Plan; Vision Zero pilot program; and major development project review, to include Vista Clara, Axis Apartments, etc.

Current Initiatives - Mr. Power listed the current initiatives: conversion of the BSO fire life safety inspection to Gov-Easy; completion of the records retention process; completion of the NW Area Improvement Plan; land use and zoning category amendments; Vision Zero Master Plan; central city redevelopment plan; and land development code update.

Future Considerations - Mr. Power outlined future considerations: potential impact of new state statutes; additional review and regulations from Broward County, i.e. 25-year inspections; update planning, building and impact fees; public art program; seek grant opportunities for Safe Streets and Roads 4 All; and 1045 SW 11th Way development. Thereafter, he provided a brief overview of the steps staff is taking to prepare for the Live Local Act.

Planning & Development Services Operating Budget - Mr. Power said the operating budget consists of the General Fund, Building Services Fund, and Tree Preservation Trust Fund.

Planning & Zoning Operating Budget - Mr. Power said there is a slight increase due to consulting services. Further, staff is requesting to develop a career path classification from Planner to Planner I, II, and III; for an overall increase of 0.73%.

Building Services - Operating Budget - Mr. Power said staff is anticipating a revenue increase due to upcoming development; for a total overall increase of 11.31%.

PLANNING & DEVELOPMENT SERVICES - CONTINUED

Tree Preservation Operating Budget - Mr. Power said the increase is due to the Dixie Highway Fence Phase II Project and increases in the right tree/right place and shade tree program; for an overall increase of 82.35%.

Building Permits - Mr. Power stated that the projected revenue for FY23 is around \$5.5 million. Further, he explained that the costs of building permits varies.

In response to Commissioner Preston's question, Mr. Power replied that the increase in revenue in 2019 and 2020 was due to the completion of major developments, i.e. JM Family, Publix improvement, etc.

In response to Vice Mayor Parness' comment, Mr. Power said the new state statutes can be provided, as well as the building inspection reports, which are provided to city staff on a monthly basis.

ECONOMIC DEVELOPMENT

Recent Achievements - Kris Mory, Director of Economic Development, listed the recent achievements: 1045 SW 11th Way referendum approval; 64 graduates from the Ready2Work program; small business and entrepreneurship training; central city redevelopment implementation model; Level Up business program; Broward Up implementation; as well as others.

Current Initiatives - Ms. Mory listed current initiatives: Dixie Highway rezoning and market study, which will assist with aligning the new zoning proposals in the central city area; cultural arts district strategy; city hall master plan; 1045 SW 11th Way real estate development; pier restaurant invitation to negotiate; city ride share program; as well as others.

Future Considerations - Ms. Mory outlined the future considerations: economic landscape; densification and affordability issues; live-work proximity; permitting automation; commuter rail transit development strategy/obstacles; increased focus on entrepreneurship and small business development; and public private partnerships for infrastructure and facility projects.

Operating Budget - Ms. Mory said the increase in personnel services is due to the expansion of the economic development program. Further, notable expenditures include Dixie Highway rezoning - \$35,000; central city development - \$60,500; and workforce training - \$40,000; for an overall budget increase of 1.25%.

COMMUNITY SERVICES

Recent Achievements - Jonathan Salas, Director of Community Services, listed the recent achievements: \$4.1 million in awarded competitive grants and appropriations; \$3.1 in awarded entitlement grants; \$26.9 million in pending grants and appropriations; attainable housing program impact; reopening of adult daycare; as well as others.

Current Initiatives - Mr. Salas listed the current initiatives: Braithwaite Center for Active Aging construction, enrollment and programming; caregiver support groups; explanation of utilities assistance program; community engagement; as well as others.

Future Considerations - Mr. Salas outlined future considerations: intergenerational opportunities; grant trends and inflation impacts; legislation impacts, i.e. Live Local Act, etc.; CDBG five-year consolidated plan development; and addressing areas of the City designated as a "food desert."

Community Services Operating Budget - Mr. Salas said the overall budget has a slight decrease, 0.88%.

Administration Operating Budget - Mr. Salas said the FY23 personnel service transfer into capital projects was for the purchase of furniture - \$100,000. Further, staff is requesting a facilities attendant position - \$88,000, to assist with additional programming and extended hours. Other increases include the transfer of janitorial services - \$29,000; community outreach - \$4,500; lobbyist services - \$84,000; and health and social service expenses - \$5,000; for an increase of 9.79%.

COMMUNITY SERVICES - CONTINUED

Grants & Housing Operating Budget - Mr. Salas said staff is to add two housing coordinator positions which will be funded through CDBG and Ship - \$170,000. Further, the Grants Coordinator position is filled and a better fit, so staff is recommending closing the grant writer position - (\$74,000).

Health & Social Services Operating Budget - Mr. Salas said the operating expenses were transferred to the Administration Division and a slight decrease in local service program and Alzheimer's disease due to COVID funding decreasing.

Community Development Block Grant (CDBG) - Mr. Salas said staff has compiled a list of potential projects that may be funded through CDBG, which is the reason behind the increase. Thereafter, the miscellaneous grants were displayed.

American Rescue Plan Act (ARPA) - Mr. Salas said \$4.7 million is the carryforward but can change.

Community Participation Grant - Mr. Salas said staff received 15 requests, totaling \$265,409; nevertheless, the FY24 budget is \$150,000. Further, a committee has been established to review the applications and once finalized a recommendation will be presented to the Commission.

David Santucci, City Manager, stated that \$125,000 was the original funded amount; however, the committee is recommending \$150,000, which should not be an issue.

Commissioner Drosky spoke in support of the increase to lobbyist services, and suggested the possibility of increasing it further, especially with issues coming before the City, i.e. SW 10th Street.

Commissioner Preston commented on the growth at Braithwaite Center for Active Aging. Further, he's had discussions with the community regarding a community garden and will provide information once it's further developed.

Mayor Ganz suggested allocating a onetime cost of \$210,000, which could be pulled from the reserves, to assist the Historical Society with operations and possible renovations to the Butler House.

Mr. Santucci said this type request would not be a part of the community participation grant process; however, staff will review other funding mechanisms.

Mayor Ganz said these presentations are more informative than anything else; nevertheless, the Commission will review further and provide their input and recommendations to the City Manager.

PUBLIC INPUT

Darryl Adams, 1430 SW 5th Terrace, Deerfield Beach, asked if there were plans on building an amphitheater within the City.

Mayor Ganz said there has not been any commentary on the development of an amphitheater; although it would be a great addition to the City, he is unsure of a viable location. Thereafter, he thanked all for their presentations this evening.

ADJOURNMENT

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to adjourn the meeting at 9:15 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



**CITY OF DEERFIELD BEACH
BUDGET WORKSHOP MEETING MINUTES
Wednesday, June 14, 2022 at 6:00 PM**

The meeting was called to order on the above date by Mayor Bill Ganz at 6:01 p.m. at the Hillsboro Community Center, Deerfield Beach, Florida.

ROLL CALL

Present: Commissioner Todd Drosky - Tardy
Commissioner Michael Hudak
Commissioner Ben Preston
Mayor Bill Ganz

Also Present: David Santucci, City Manager
Anthony Soroka, City Attorney
Heather Montemayor, CMC, City Clerk

Absent: Vice Mayor Bernie Parness - Excused

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE AGENDA

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

Yeas: 3 - Commissioner Hudak Commissioner Preston and Mayor Ganz

Nays: 0

Mayor Ganz commended staff for a job well done but stated that these workshops are more of a high-level overview of what has been accomplished and what is needed; nevertheless, he suggested that the format be revamped to allow for more Commission input.

David Santucci, City Manager, thanked the Mayor for his feedback, and stated that staff will work on revamping these workshops to ensure that the opinions of the Elected Officials are being captured. Thereafter, he provided a brief overview of this evening's agenda.

OFFICE OF PUBLIC SAFETY

Recent Achievements - Rodney Brimlow, Director of Public Safety, said Public Safety is comprised of nine divisions. Thereafter, he listed the FY23 achievements for each: Emergency Management conducted staff trainings, updated policies, etc. Code Enforcement established cost recovery and mitigation protocols. Ocean Rescue updated codes to accommodate modern water activities and were recognized nationally as a rescue team. Fire Rescue maintained an ISO 1 rating and provided a fire rescue educational plan via the City water bills. Law Enforcement obtained a tactical information officer, utilized deputies as code enforcement liaisons, as well as others.

OFFICE OF PUBLIC SAFETY - CONTINUED

Current Initiatives - Mr. Brimlow listed the current initiatives: Emergency Management - expanding training to include outside agencies and pursuing an infrastructure assessment. Code Enforcement - quicker compliance, so cases can be processed to the Special Magistrate; create educational component to alert individuals of the various code violations. Fire Rescue - enhanced risk assessment software with concurrent inspection. Law Enforcement - coordinating with outside agency to ensure Deerfield Beach has a behavioral therapist on staff at no cost.

Future Considerations - Mr. Brimlow outlined the future considerations: Public Safety - completion of the Master Plan. Code Enforcement - enhanced staffing. Park Rangers - dedicated beach staffing. Fire Rescue - public safety life educator for fire prevention, CPR/AED training, etc.

Office of Public Safety Operating Budget - Mr. Brimlow displayed the operating budget, whereby, some of the funds, i.e. Law Enforcement Trust Fund, Target Area Trust Fund, etc. are based on revenues. The total overall operating budget is \$79.6 million.

Administration Operating Budget - Mr. Brimlow said the increase in personnel services is from the Pay & Class Study.

Code Compliance Operating Budget - Mr. Brimlow said the budget remains unchanged; however, the contract will be up for renegotiation in 2025. Further, the slight fluctuation is from magistrate expenses.

Parking Authority Operating Budget - Mr. Brimlow said citations have leveled off; however, the revenue increased to \$3.8 million, which consists of fines and fees, not beach parking permits. Further, the parking structures and fees must be evaluated due to the popularity of the beach. Mr. Brimlow stated that the reduction is from the cost savings on credit card service fees.

Park Rangers Operating Budget - Mr. Brimlow said the increase in operating expenditures is from the additional costs needed for equipment for the Park Rangers and Beach Ambassadors.

Ocean Rescue Operating Budget - Mr. Brimlow outlined the visitors, medical calls and lives saved throughout the years, whereby, the City had 4.1 million visitors this year. Further, he said the increase in personnel services is due to the addition of an Administrative Support Specialist, which will be a cost share with Public Affairs Marketing, and a \$15,000 increase in overtime.

Commissioner Drosky arrived at 6:24 p.m.

Fire Rescue Services Operating Budget - Mr. Brimlow outlined the calls for service, building inspections, plan reviews, and fire hydrants, which have all increased. Further, he stated that personnel services is the municipal retirement obligations. The increase in operating expenditures is from the contract, which has been analyzed thoroughly and remains within contract parameters. Thereafter, he provided a brief overview of the steps taken during the analysis. Lastly, he reiterated the request of a full-time Public Life Safety Educator - \$164,439, who will oversee public education programs, youth programs, etc.

Law Enforcement Services Operating Budget - Mr. Brimlow outlined the calls for service, tickets, arrests, and crashes, which have all decreased; however, he stated that the numbers are projections and this past year county-wide operations have occurred which are captured as a county case number. Mr. Brimlow explained that a new law will go into effect in July to allow speed cameras within school zones, whereby, the City will receive partial funding to help offset crossing guard costs. Further, he stated that personnel services is the municipal retirement obligations. The increase in operating expenditures is from the contract, which has been analyzed thoroughly and remains within contract parameters. Lastly, he reiterated that various funds, i.e. Law Enforcement Trust Fund are based on seizures and forfeitures from criminal prosecutions.

School Crossing Guards Operating Budget - Mr. Brimlow said the increase in operating expenditures is due to the statutory minimum wage increase.

OFFICE OF PUBLIC SAFETY - CONTINUED

In response to Commissioner Preston's question, Mr. Santucci replied that the City was using a contractor to fill positions when crossing guards were out and with more and more calling out, it just became easier to contract the entire operation.

In response to Commissioner Hudak's questions, Mr. Brimlow replied that the Target Area Trust Fund is a 50% allocation from code fines, which accrued value over time; however, last year money was used to enhance safety and security at the Tigner Center. Further, he said the Public Life Safety Educator would be a city expense.

In response to Mayor Ganz's questions, Mr. Brimlow stated that previously the City had partial use of the Public Life Safety Educator through a countywide grant. Further, he said the speed cameras will only be utilized during school zone hours.

Mayor Ganz asked for additional information to justify the need for the position. Further, he does not see a benefit in the speed cameras as there are deputies monitoring the school zones and asked for more information on the costs and benefits.

Mr. Brimlow said there would be no costs to the City, whereby, the benefits include partial funding back to the City to offset crossing guard costs; an opportunity to place deputies elsewhere, if needed; and data analysis can be provided to allow personnel to be placed where needed.

PARKS AND RECREATION

Recent Achievements - Teresa Rynard, Director of Parks and Recreation, listed the recent achievements: hosted eight community engagement cafés; landscape improvements; developed sponsorship package; new finish on beach shower floors; replaced scoreboards at middle school athletic complex; as well as others.

Current Initiatives - Ms. Rynard listed the current initiatives: pool renovations and new bulkhead; West Deerfield Community Center upgrades; Tigner Center replacement; court resurfacing; cemetery improvements; as well as others.

Future Considerations - Ms. Rynard outlined the future considerations: Parks and Recreation Master Plan; citywide median landscape and irrigation improvements; continue to grow athletic programs, i.e. baseball; improved pedestrian and parking lot lighting; pier renovations; as well as others.

Parks and Recreation Operating Budget - Ms. Rynard said there is a slight increase in the overall budget due to the landscape maintenance contract and restroom maintenance being funded out of parks and recreation. The total overall operating budget is \$19.2 million.

Administration Operating Budget - Ms. Rynard said there is an increase in personnel services and operating expenditures, whereby, the increase in operating expenditures is from the mobile location data collection system - \$30,000 and Parks and Recreation Master Plan - \$100,000.

Athletics Operating Budget - Ms. Rynard said there is a decrease in personnel services due to a reduction in part-time and overtime hours - (\$35,000). There is an increase in operating expenditures due to the reallocation of the sports turf maintenance - \$157,000, as well as capital outlay, i.e. bleachers, goals, etc.

Aquatics Operating Budget - Ms. Rynard said the increase in personnel services is due to the transfer of the administrative waterfront operations to aquatics - \$81,000. There was a decrease in operating expenditures due to the replacement of the pump and motor - (\$125,000).

Cemetery Operating Budget - Ms. Rynard explained that the decrease in operating expenditures is due to the completion of the sod and hedges.

Park Maintenance Operating Budget - Ms. Rynard said the increase in personnel services is due to the addition of the Facilities Technician - \$71,000. The operating expenditures increased due to the shift in

PARKS AND RECREATION - CONTINUED

janitorial services - \$466,726; landscaping services - \$540,000; and continued replacement of fountains, benches, tables, etc. - \$120,000.

Recreation Operating Budget - Ms. Rynard said the decrease in personnel services is due to the elimination of a recreational leader - (\$24,000). The increase in operating expenses is from the reallocation of the Ignite-Teen Mental Health Summit - \$15,000. Further, staff is proposing to eliminate the pre-prom event - (\$7,500); however, the hope is to continue the event through partnerships or sponsorships.

Special Events Operating Budget - Ms. Rynard reiterated that the Ignite-Teen Mental Summit moved to Recreation. Thereafter, each special event was displayed, along with the proposed budgeted costs. She stated that staff is recommending eliminating the Country Music Festival and combining it with the Fall Festival. Thereafter, a chart outlining each event, the costs and return on investment was displayed.

Summer Program Operating Budget - Ms. Rynard said the decrease in personnel services is due to the reduction in budgeted part-time positions - (\$79,536). The increase in operating expenditures is due to the increased TAAS funding - \$55,000.

Transportation Operating Budget - Ms. Rynard stated that transportation will move back to Community Services; nevertheless, staff is requesting eliminating the transportation manager - (\$94,000) and adding a full-time bus driver - \$56,000.

Waterfront Operating Budget - Ms. Rynard said the decrease in personnel services is due to the transfer of the administration waterfront operations to aquatics - (\$81,000). The increase in operating expenditures is due to janitorial services - \$81,369.

Commissioner Preston said eliminating the pre-prom event will isolate the community, whereas, people depend on that event. Further, he said event costs will continue to increase over the years and spoke in opposition of decreasing funding for events, i.e. Juneteenth.

Ms. Rynard said the idea is to build the crowd by bringing forth new ideas, i.e. family reunion tents; nevertheless, staff must find ways to engage the community, so costs per person can be justified.

Commissioner Preston said education must be a factor when promoting these type events; nevertheless, if attendance is declining, we must accept responsibility that we have not done our job. Further, he said for these to be signature events, we must invest time and money.

Ms. Rynard stated that Juneteenth flags are throughout the City and magnets are on most city vehicles. Further, if these types of efforts pay off, then staff will come back and request an increase in funding.

Thereafter, discussion ensued regarding ways to expand city events.

Commissioner Hudak commented on various events and the number of attendees. Further, he said the City is trying to figure out what works and what doesn't and the type of advertisement that is needed, so we can ensure that our return on investment is received.

Commissioner Drosky said staff does a fantastic job advertising these events, which are equally advertised; however, you cannot force people to come, which is why researching the return on investment for each event is so important. Further, he said an educational component was suggested for Juneteenth but after reviewing the budget he is unsure where it would fall and suggested repurposing the money.

Mayor Ganz commented on a previous approved master plan that connected Pioneer Park to Deer Creek via a walkway, which the City did not own, and asked that the proposed master plan be fully vetted. Further, he spoke in support of a baseball program and the addition of the facilities technician.

In response to Mayor Ganz's question, Ms. Rynard replied that staff is requesting to combine events to decrease costs.

PARKS AND RECREATION - CONTINUED

Mayor Ganz cautioned staff with combining events, as some of these events are at smaller parks located within residential neighborhoods. Further, he thanked staff for outlining the return on investment for each event and agreed with decreasing funding for Juneteenth until a return on investment is received. Mayor Ganz said each event is widely advertised; notwithstanding, he suggested that the Sip & Stroll event be done twice throughout the year. The community engagement cafés will hopefully assist with addressing event turnout issues and encouraged staff to continue hosting them. Thereafter, he spoke in support of moving transportation under Community Services, as well as the proposed personnel change.

Commissioner Preston said sometimes it is important to take into consideration how information is projected, i.e. language barrier. Further, he said in the past we have not done our best to get the information out; however, he has seen a positive change. Commissioner Preston continued to express his frustrations with decreasing funding for the Juneteenth event and said time and resources are needed in order to help people understand why this event is important.

Thereafter, decision ensued regarding the creation and attendance of special events.

There was a brief recess at 7:37 p.m. and the meeting reconvened at 7:45 p.m.

SUSTAINABLE MANAGEMENT

Recent Achievement - Chad Grecsek, Director of Sustainable Management, listed the recent achievements: solid waste rate sufficiency and needs assessment to address fund balance deficit and build reserves; established city-wide fleet replacement program; grants and alternative funding through the composting pilot program - \$300,000, Broward County vulnerability assessment - \$325,000, and energy efficiency conservation block grant program - \$141,000; and joint beach renourishment project, which will receive a national award through the American Shore & Beach Preservation Association for the best restored beach.

Current Initiatives - Mr. Grecsek listed the current initiatives: residential re-route; solid waste customer service call center; mechanic trainee and “step” implementation program; disposal solicitation (cost increases anticipated); onboard camera system; as well as others.

Future Considerations - Mr. Grecsek outlined the future considerations: artificial reef re-evaluation; renourishment funding strategy; solid waste working group and master plan development; shred and other value-added programs at recycling drop off center; recycling program updates; cart replacement program; as well as others.

Recycle Processing vs. Disposal Fee - Mr. Grecsek stated that staff is recommending continuing the curbside suspension until there is a sustained decrease in the net process fees; nevertheless, recycling processing will be included in the disposal solicitation. Staff is also recommending the continuance of recycling at the three drop off centers and implementing programs and incentives at the main drop off center.

Cart Replacement Program - Mr. Grecsek said as part of the program, the 65-gallon carts (garbage and recycling) will be removed and replaced with a 95-gallon garbage cart, for a total cost of \$1.4 million.

Sustainable Management Operating Budget - Mr. Grecsek said sustainable management operates from the General Fund, which consists of coastal and waterways and fleet management and the Solid Waste Fund, which consists of recycling and solid waste, non-departmental, and sanitation. The total overall operating budget has a 20% increase.

Solid Waste Operating Budget - Mr. Grecsek said there is an increase in operating expenditures due to the cart replacement program - \$1,450,000; disposal cost increases - \$1,100,00; and compost pilot program, which is a neutral cost - \$300,000. The capital outlay will be carried forward as the ventilation system has not been completed, nor has the front loader been received that was ordered in 2021.

SUSTAINABLE MANAGEMENT - CONTINUED

Fleet Management Operating Budget - Mr. Grecsek said there is an increase in personnel services due to the addition of a mechanic trainee - \$67,000. Further, a mechanic III position will be transferred to solid waste - \$97,000; replacement of truck lift - \$120,000; and mechanic certifications and licensing - \$50,000.

Coastal and Sustainability Operating Budget - Mr. Grecsek said there is an increase in operating expenditures due to the artificial reef re-evaluation study - \$30,000; joint renourishment phase II planning and permitting - \$220,000; and vessel exclusion zone buoy maintenance - \$25,000.

In response to Commissioner Hudak's question, David Santucci, City Manager, replied that the hiring of mechanics was a hybrid approach, whereby, previously the fleet maintenance for the garbage trucks was outsourced; however, the City is now able to bring it all inhouse.

Commissioner Preston commented on the recruiting of mechanics and stated that the City must be aggressive with the recruitment process. Thereafter, he applauded staff for the creation of the mechanic trainee and "step" program.

Mayor Ganz applauded staff for the beach renourishment project, as well as the re-evaluation of the residential routes. Further, he said the solid waste customer service call center has resulted in fewer calls to him; however, he asked that it be tightened up to ensure calls are answered. Mayor Ganz said if drivers need to be coached on wearing their seatbelts, they should not be Deerfield Beach drivers. He spoke in support of the 95-gallon cart but asked that the other sizes be made available as well.

In response to Mayor Ganz's questions, Mr. Grecsek replied that once the \$300,000 is received from the composting program it will be placed back into the Solid Waste Fund. Further, he said the artificial reef re-evaluation study is to see where the City is at and how the project can be restarted.

ENVIRONMENTAL SERVICES

Construction and Facilities Maintenance Recent Achievements - Priscilla Cygielnik, Director of Environmental Services, listed the recent achievements: completion of the embassy deck; HVAC replacements; truck wash station at the Central City Campus; International Fishing Pier repair plan; as well as others.

Construction and Facilities Maintenance Current Initiatives - Ms. Cygielnik listed the current initiatives: Braithwaite Center for Active Aging and Bezos Academy Child Care Center; Johnny L. Tigner new community center; lifeguard stations replacement and expansion; fire station decommissioning; West Community Center renovation; FEC railway fence; and International Fishing Pier improvements.

Utilities Fund Recent Achievements - Ms. Cygielnik said staff is moving through improving the aging infrastructure that were outlined in the Integrated Utility Master Plan.

Utilities Fund Current Initiatives - Ms. Cygielnik listed the current initiatives: automatic meter infrastructure, which will provide real time data; ammonia and chlorine conversion; rehabilitation of Floridan wells; PLC improvements to electrical and control systems; hardening the Water Plant; as well as others.

Stormwater Recent Achievements - Ms. Cygielnik listed the recent achievements: completed the design for the SE 8th Avenue, West Deerfield, and Crystal Lake Drive and NW 45th Street drainage improvements; community rating score update with 100% accuracy, which passes a discount onto residents through the flood insurance program; as well as others.

Stormwater Current Initiatives - Ms. Cygielnik listed the current initiatives: design of the Martin Luther King Jr. Avenue Stormwater Project and procurement and construction for SE 8th Avenue, West Deerfield, and Crystal Lake Drive and NW 45th Street drainage improvements.

Road and Bridge Recent Achievements - Ms. Cygielnik listed the recent achievements: completed the design for Pioneer Grove streetscape improvements and FAU Research Park Boulevard widening, which were partially funded through the Broward County surtax. Additionally, traffic calming devices were installed in 18 locations.

ENVIRONMENTAL SERVICES - CONTINUED

Road and Bridge Current Initiatives - Ms. Cygielnik listed the current initiatives: procurement and construction of FAU Research Park Boulevard roadway improvements and Pioneer Grove streetscape improvements; design for complete streets; as well as others.

Environmental Services Future Considerations - Ms. Cygielnik outlined the future considerations: 40-year building assessments for aging city infrastructure; expansion of reclaimed water distribution network; EPA mandates; continuation of Stormwater Master Plan projects; stormwater collections; pavement management program; Broward County Wastewater Revenue Bond debt service pass-thru; as well as others.

Environmental Services Operating Budget - Ms. Cygielnik said the overall budget has an 8.50% increase.

Construction and Facilities Operating Budget - Ms. Cygielnik said the decrease in personnel services is due to the elimination of the electrical automation supervisor (\$94,100), which was vacant. The increase in capital outlay is due to the elevator updates - \$110,000 and City Hall exterior painting - \$100,000.

Administration and Engineering Operating Budget - Ms. Cygielnik said the increase is due to on-line engineering permitting review implementation - \$26,500.

Utilities Maintenance Operating Budget - Ms. Cygielnik said the increase is due to contractual services: meter reading services - \$55,000; pump rebuilds - \$70,000; pest control - \$33,000, etc.

Wastewater Operating Budget - Ms. Cygielnik said there is a 19% increase from the pass-thru cost for treatment of wastewater by Broward County.

Water Plant Operating Budget - Ms. Cygielnik said the decrease in personnel services is due to the elimination of vacant positions, utility electrician and senior maintenance worker - \$156,400.

Road and Bridge Fund - Ms. Cygielnik stated that the capital outlay is the capital improvement projects, i.e. FAU Research Park Boulevard, safe routes to school, SE 15th Avenue Bridge, etc.

Stormwater Operating Budget - Ms. Cygielnik said the reduction is due to the capital outlay being moved to the capital improvement program.

Commissioner Preston expressed concerns with on-line engineering permitting and asked for clarification on how issues will be addressed.

David Santucci, City Manager, stated that this process will be a part of a larger project that will involve planning, building and fire inspections and has been requested by contractors to make the process more efficient; nevertheless, scanners will be available to allow for documents to be scanned onsite should issues arise.

In response to Commissioner Preston's comment, Ms. Cygielnik provided a brief overview of the City's CCNA process. Further, the hope is to secure funding for FY25 and can enter construction in FY25.

Mr. Santucci stated that staff is hoping to secure grant funding for this project as well.

Commissioner Preston commended staff for a job well done but asked that the upcoming presenter's name be outlined on the main slide.

PUBLIC INPUT

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, asked that funding be allocated to ensure AED's and stop the bleed kits be placed within each major park. Further, he commented on the Broward College/Deerfield Beach Jazz Festival and asked that funding be allocated to allow the event to continue.

PUBLIC INPUT - CONTINUED

Lawanda Pack, 262 SW 1st Terrace, Deerfield Beach, spoke in opposition to the elimination of the pre-prom event. Further, she stated that community input is being neglected by staff when it comes to community events and said a different approach must be taken.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said in order to have a better discussion of the FY24 budget and mileage rate, the City must realize that although the operating mileage rate has remained the same for the last three fiscal years, the rolled back rate shows a property tax increase for the last three years; therefore, it's discouraging to hear that the operating mileage rate will remain untouched. Thereafter, he asked that the Commission ask the City Manager the following questions: how much more does the City need to receive from BCPA before seeing a decrease in the operating mileage rate; how much higher do the reserves have to be before seeing a decrease in the operating mileage rate; can any of the money received from the federal government be used toward reducing the operating mileage rate; if the employees are being properly compensated after the pay & class study, is there any money leftover to decrease the operating mileage rate; and since the City is now saving money by charging individuals for the use of their credit cards, can that savings be used toward reducing the operating mileage rate. Thereafter, he commented on a statement made by the Mayor at the August 2022 budget meeting. Mr. Herz said if the operating mileage rate cannot be lowered at this time, when will it be done. Lastly, he commended the City on hiring Rodney Brimlow as it will help all to have a better understanding of BSO and what they are providing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how many park rangers the City has. Further, she commented on transportation moving to community services and said the Youth Automotive Training Center was a great addition to the City and suggested offering more incentives to those graduating. She spoke in support of the composting program, as well as the shred program, but spoke in opposition to the larger cans. Lastly, Ms. Clarke-Reed asked how much money is left from the ARPA funding and suggested that the information be added into the budget.

David Santucci, City Manager, said there are a total of five park ranger positions, with two vacancies.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said Festival of the Arts was not listed and asked if it will be eliminated; thereafter, she said every city event should have an educational component. Further, she said the City has a large elderly population and cautioned staff with replacing all garbage cans with the larger ones. She spoke in support of the onboard cameras, as it will help alleviate issues, but asked that speed and location be monitored. Lastly, Mr. Freitag said the duties outlined for the Public Life Safety Educator should already be provided to the City.

Mayor Ganz spoke in support of the community cafés. Further, he said boards/committees have been established to assist with events, and some continue to struggle even with them being highly advertised. He spoke in opposition to putting the blame on staff as the community must communicate ways to make some of these events more attentive.

Commissioner Preston said no one is blaming staff; however, things can be done better, which should always be the case.

Thereafter, there was a lengthy discussion regarding special events.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 9:06 p.m.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



City Commission Workshop

Thursday, July 20, 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 7:02 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.

DEPARTMENTAL BUSINESS

1. Update regarding the status of the Pier Restaurant Lease negotiations.

David Santucci, City Manager, provided a brief overview of the item. He stated that should questions arise that cannot be answered, staff will ensure answers are provided prior to commission consideration or at the August 1st commission meeting. Thereafter, a PowerPoint presentation was displayed. Mr. Santucci provided a brief background of the steps taken prior to the lease negotiations. Upon commission approval to negotiate with the top two firms, various negotiation committee meetings were held, which were publicly noticed and accessible. The evaluation criteria was outlined in the invitation to negotiate (ITN), which was used to weigh each proposer in the scoring matrix. He explained that the lease payment criteria was not weighed high because the facility is publicly used, and sometimes money does not always bring in the best restaurant.

Moreover, Mr. Santucci said the top two proposers scored within 1.5 of each other. Thereafter, various photographs of each proposal was displayed. LMR, LLC provides an open-air concept, with no windows, and extends the awning from the structure to the leased area and continues past the walkway. The restaurateur is proposing to have tables on the eastside underneath the observation deck, as they feel this extension will activate and maximize the use of the area; however, it is publicly used space, so they advised that they would work within the leased area outlined in the ITN. Mr. Santucci stated that DBC, LLC also said the use of additional space would be beneficial; however, their proposal was exclusive of any additional seating throughout the entire process. LMR is proposing to have high top and low seating on the observation deck with a bar setting in the middle. The menu will be consistent throughout the entire restaurant; therefore, the kitchen will be used to provide service to the observation deck, so an additional stairwell, with an art mural on the wall, will be built on the westside. Further, Mr. Santucci said DBC said the awning will be

DEPARTMENTAL BUSINESS - CONTINUED

affixed to the building and extended to the limit of the outdoor leased area, which will include seating underneath and a bar area in the center. The proposal recommends seating within the public right-of-way to accommodate the grab and go options. Thereafter, various renderings of the proposal were displayed. He stated that the observation deck includes a small center bar, tables and chairs throughout, and a food service counter.

Continuing, Mr. Santucci outlined the considerations during negotiations: lease payments and revenue sharing; qualifications and experience of principals and staff; service concept; design; observation deck; conformity to the ITN scope, procurement process and direction of the City Commission; and construction timeframe and restaurant downtime. LMR's investment, \$4 million, exceeds DBC, \$2.3 million, which means more construction and renovation. The final starting base received by LMR was \$275,000, which staff confirmed is the price within the lease space, and DBC is \$210,000; the annual increase for LMR is 3.5% and DBC is 2%; and the natural breakpoint revenue share is 5% for both proposals. Should the lease commence on November 1, 2023, LMR is proposing to provide 50% of the rent and full rent will be provided six months after permit issuance; DBC is proposing to provide full rent beginning on May 1, 2024. The overall term request is 20 years with two, five-year renewal options, which is the same for both proposals. Further, both restaurateurs have ten or more years of restaurant operation experience and both are highly qualified. LMR currently operates several restaurants in Florida and North Carolina and is skilled at restaurant design and construction. DBC currently operates a restaurant in Deerfield Beach and skilled at restaurant design and construction.

Continuing, Mr. Santucci outlined each proposers service concept. LMR is proposing to provide full table and bar service on the first floor and observation deck, and will include breakfast, lunch and dinner. The hours of operation will be 8:00 a.m. to 10:30 p.m., with the observation deck being noon to 10:30 p.m.; however, hours will be re-evaluated based on demand. DBC is proposing three service levels, first floor will be full table and bar service, and grab and go, and the observation deck will serve tapas and bar, and include breakfast, lunch and dinner. The hours of operation will be 8:00 a.m. to 9:00 p.m., with the observation deck being noon to 9:00 p.m.; however, hours will be re-evaluated based on demand. The design for LMR includes more substantial reconstruction and renovation of the facility on the east, west and south sides of the first floor to create open water views; fixed awning over first floor outdoor patio area; construction of bar and secondary observation deck staircase; complete kitchen redesign; scope of project requires more permitting time; and construction duration is proposed to be six month with a proposed grand opening in November 2024. The design for DBC includes partial construction of east wall to create indoor/outdoor dining experience; fixed awning over first floor outdoor patio area; construction of observation deck bar and food service area; remodel existing kitchen space; scope of project requires less permitting time; and construction duration is proposed to be five months with a proposed grand opening in April 2024.

Continuing, Mr. Santucci outlined each of the proposers use of the observation deck. LMR is proposing full bar and table service, which will be provided through the second stairwell; designate public seating, with no purchase necessary, along east rail of deck; open from 8:00 a.m. to 10:00 p.m.; staff believes this is a workable option; however, the proposer will re-evaluate after operational commencement. DBC is proposing a tapas meals and full bar service, which will be provided from observation deck pizza oven; morning programmed recreation and public access until 3:00 p.m.; open from noon to 10:00 p.m.; staff believes this is a workable option; however, the proposer will re-evaluate after operational commencement. Mr. Santucci outlined each proposer's conformity to the ITN and direction of the City Commission. LMR's response to the ITN included seating outside of the allowed lease space. They provided a best and final offer during the initial negotiation meeting but submitted a revised best and final after the meeting; therefore, staff held an additional final negotiation meeting and requested a written best and final offer, which was provided, \$325,000. Although the menu is consistent, they do not provide a grab and go option which was outlined in the ITN. DBC's response was consistent with the oral presentations, as well as the negotiation process. Their best and final offer was the same throughout the entire process and provides the grab and go option. Further, Mr. Santucci said the construction for LMR would begin May 2024, subject to building permits; whereby, the restaurant would not be operational for 12 months. DBC would begin after November 1, 2023, subject to building permits; whereby, the restaurant would not be operational for seven months.

DEPARTMENTAL BUSINESS - CONTINUED

Lastly, Mr. Santucci said the final decision will be up to the Commission; however, based on the ITN criteria, staff is recommending that the award go to Deerfield Beach Café, LLC, as their proposal meets the most criteria and represents the best value to the City. He stated that a cone of silence is still in affect; nevertheless, the award will be brought to the Commission for consideration on August 1st. Further, due to the length of the lease, approval by ordinance is required, so the first reading will take place on August 15th, and second on August 22nd. The current lease expires on October 28, 2023 and the new lease will commence on November 1, 2023.

Vice Mayor Parness said opening in April makes more sense, as opening in November does not provide enough time to fix issues, if any. Thereafter, he provided a brief background of his restaurant experience.

In response to Vice Mayor Parness' question, Mr. Santucci replied that LMR is proposing to provide 50% rent on November 1, 2023, and full rent six months after permit issuance. DBC is proposing full rent by May 1, 2024.

In response to Commissioner Preston's question, Mr. Santucci replied that criteria and concept was consistent based on the commission's input in December, i.e. family-friendly, affordable menu prices, etc. Further, throughout this process, both proposers ensured residents and visitors were a factor in their design and concept.

Commissioner Hudak said both concepts are extremely impressive, but different; therefore, this commission must determine if the purpose of this facility will be a profit center or place for citizens, visitors, etc. to have options.

In response to Mayor Ganz's question, Mr. Santucci replied that the facility is currently LEED certified, but he is unsure if construction will maintain those standards; nevertheless, he will find out and report back to the Commission.

Commissioner Drosky thanked the committee for their time and hard work, as both proposals are extremely close. Further, he does not object to the lease terms, fixed awning, observation deck or service of alcohol; however, the amount the City receives in rent may be debatable and could be a factor for some. Thereafter, he provided a brief overview of how much the City would receive from each proposer throughout the 20-year period, which isn't really a big difference because one proposal has full table service and longer hours on the observation deck and the other is tapas only. Commissioner Drosky said city staff has made their recommendation, so he would like LMR to advise why their proposal is better and what did the committee miss or get wrong. He asked DBC if they were comfortable with the bidding process that took place throughout the negotiation period. Also, the best and final offer from LMR came after the committee meeting; therefore, he asked if DBR had any objections to that.

Commissioner Preston said whatever decision is made, the residents must be kept in mind; nevertheless, one is more traditional Deerfield.

Mayor Ganz said the concepts presented look very familiar to what was originally proposed, compared to what is currently there. Further, the grab and go component has always been missing, which is a big factor.

Mr. Santucci asked that the Commission provide direction as to how they would like to hear from each proposer on August 1st, i.e. provide a presentation or be available for questions.

Mayor Ganz expressed concerns with one proposer submitting a best and final offer after the fact; nevertheless, excluding them is not in the best interest to the residents. Thereafter, he opened the public hearing.

James McGeary, 1442 SE 6th Street, Deerfield Beach, spoke in opposition to the 10:30 p.m. closing as lighting could be problematic during turtle season, as well as the use of tables underneath the observation deck. Further, he asked if any financial liability would fall onto the City should the chosen proposer be unable to fully fund the construction. He said the pricing is upscale, presenting a problem for residents and suggested a more cost-efficient option. Lastly, the depictions look like there is less beach access.

DEPARTMENTAL BUSINESS - CONTINUED

Barbara Moriarty, 617 Deer Creek Emerald Way, Deerfield Beach, asked why the Commission is only considering two proposals, in lieu of the three, as the current lessee is doing an outstanding job. Thereafter, she spoke in opposition to the upscale options. Further, one of the criteria mentioned compatibility with the City's objectives and asked what those were. Thereafter, she outlined the other criteria and weighted points. Ms. Moriarty commented on the original lease and asked why the lease wouldn't be renewed for the current lessee. Thereafter, she continued to outline the original lease and stated that the current lessee came before the Commission on numerous occasions to revamp the restaurant but was denied.

Denise Bogner, 1157 SW 26th Avenue, Deerfield Beach, commented on the current lessee being denied redevelopment of the restaurant and asked that it be kept in mind. Further, she stated that the City hopes to achieve a facility that is family-friendly, while providing a clean, safe environment, with food and beverage service, which she feels is already being provided. Thereafter, she commented on the current lessee and asked that they be reconsidered as Option 3.

Pam Militello, 716 Deer Creek Emerald Way West, Deerfield Beach, said with upscale restaurants surrounding this facility, the amount of money being proposed to reconstruct the facility is not needed; therefore, the length of the lease should not be granted. Thereafter, she said the current restaurant is an average style, family-friendly place. She expressed concerns with LMR as they already have two large establishments within the City. Lastly, she expressed concerns with the addition of bars as it will change the atmosphere.

Marty McGeary, 1442 SE 6th Street, Deerfield Beach, defined the word café and said the current café is more of resident destination, not tourist. Although this facility is small, it is the most valuable piece of property the City owns. Thereafter, she expressed concerns with there not being an additional elevator, as well as the use of the public area under the observation deck. Lastly, she asked why there are two Deerfield Beach Café, LLC's.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, provided a brief overview of his experience at the facility. Further, he said both companies provide a family-friendly environment; however, he spoke in support of DBC providing an indoor/outdoor experience, April 2024 grand opening, less permitting time and construction, and grab and go option. He said LMR providing more revenue over the 20-year period is a better deal for the City and asked if the monthly rent can be renegotiated with DBC.

Mayor Ganz closed the public hearing. Thereafter, he commented on the previously discussed lease and how many people were opposed to what is currently there, as it was said to be upscale and too fancy. Mayor Ganz said all three proposers are great restaurateurs and the proposals are the direction the City must take as they are the only establishments that can be created from what is there now; nevertheless, cheaper options are a goal for this Commission. Further, he said the third proposer did not achieve the intended goal, which is why the City is left with two viable options.

Vice Mayor Parness said this restaurant must be an affordable place for both residents and visitors. Thereafter, he provided a brief background of his restaurant experience. Further, he said these restaurateurs are willing to put money into the facility to make it a place for all to come.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to adjourn the meeting at 8:25 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

City of Deerfield Beach – Cultural Committee
Meeting Minutes
Monday, May 15, 2023
6:30 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Gombs called the meeting to order at 6:34 pm.

Members Present: Ashley Gombs, Chair
Daniel Shanetzky, Vice Chair
Thelema Lamar, District 2
Deborah Sullivan, District 1

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

Approval of Minutes

MOTION was made by Thelema Lamar, seconded by Chair Gombs to approve the March 20, 2023 meeting minutes. The MOTION passed unanimously.

Staff Updates

None.

City Attorney Updates

None.

Festival of the Arts – Start Planning

The Committee discussed a variety of ideas:

- Lower the amount of prize money for the poster contest winner.
- Allowing the poster contest theme to be any Deerfield Historical Building. (No longer limited to just the beach)
- Improve the merch tent by draping the walls, hanging shirts, and having ice and water.
- Re-Locate the food to the middle of the event
- Open space for the band.

FY 24' Event Proposals

- Kwanzaa
 - Thelema Lamar will email her proposal by Friday, May 19th, to Liz Ricci.

- More Marketing
- Jazz Concerts
 - The committee would like to get the cost down.
 - Sell City Merchandise
 - Serve Snacks
- Brazilian Day
 - Proposed an all-day event.
 - Look for other bands.
- Music for Americas
 - Waiting on a quote

Comments from Committee

None.

Comments from Staff

None.

Comments from the Public

None.

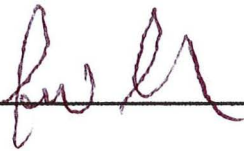
Next Meeting

June 26th, 2023

Adjournment

MOTION was made by Chair Gombs, seconded by Ms. Lamar to adjourn the meeting at 7:32 p.m. The motion PASSED unanimously.

Minutes Approved



Date 6.7.17.23

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

May 24, 2023

Douglas Gonzales

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Kenneth Pieslak, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
4	23050003	AIRLINE HWY JPMC LLC/MIN STANDARD FOR COMM	101 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (A) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT REPEAT FINAL ORDER ISSUED FOR 19 DAYS \$300 PER DAY PER VIOLATION \$80 PROSECUTION COST
8	23020004	NEWPORT CENTER PLAZA CONDO ASSOCIATION/MIN STANDARDS FOR COMM	E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j) (2) - Off-street parking and loading.	RESPONDENT NOT PRESENT EXTENDED TO 7-21-2023
16	23040050/cm	DEMBICZAK, ANETTA/ENVIRO NUISANCES, ABANDONED REAL PROPERTY	97 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESARTICLE VII. - ABANDONED REAL	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				PROPERTY Section 34-144 - Maintenance requirements.	
18	23050008	MOTA, DIEGO RODRIGUES, ANA PAULA	482 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading	RESPONDENT NOT PRESENT CONTINUED TO 6-13-2023
26	23030006	BUTLER, EDWIN L JR	836 SW 2 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 6-23-2023 \$200 PER DAY \$80 PROSECUTION COST
28	23030061	WILKINSON, DONALD M III & KARIN M	1001 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT- DONALD ANDERSON KAREN WILKERSON CONTINUED TO 6-28-2023
32	23030081	MASLEY, GREG H/E MASLEY, TODD	1301 SE 1 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 Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ENFORCEMENT Section 98-113(a) Building permits	
34	23030009	MOSS, RICHARD	1501 SE 15 CT, UNIT 503, DEERFIELD BEACH, FL 33441 503	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RICHARD MOSS FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$200 PER DAY \$80 PROSECUTION COST
35	23030020	EDWARDS, GARY R & CHARLOTTE/BUILDING PERMITS REQUIRED	1451 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 7-26-2023
36	23030022	FRANCOIS, RENAUD	4311 NE 8 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RAYMOND FONTEL FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$115 PER DAY PER VIOLATION \$80 PROSECUTION COST
37	23030027	STANCEL NOWAK, JUSTYNA STANCEL, JADWIGA	1040 SE 4 AVE, UNIT 329, DEERFIELD BEACH, FL 33441 329	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 6-23-2023 \$150 PER DAY \$80 PROSECUTION COST

38	23030041	CHECKMATE INVESTMENTS LLC	4340 NW 5 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 FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$200 PER DAY \$80 PROSECUTION COST
39	23030043	FALOVITCH, MARY LOU FALOVITCH, STEVEN	472 GRANTHAM E, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 6-28-2023
40	23030044	RMB HOLDINGS LLC	3400 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- SARA MCCLOSKEY FINAL ORDER ISSUED COMPLY BY 7-21-2023 \$175 PER DAY \$80 PROSECUTION COST
45	23040038	POWELL, CONSTANCE M/BUILDING PERMITS REQUIRED	119 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- CONSTANCE POWELL CONTINUED TO 6-28-2023
47	23040048	FKH SFR C1 LP %FIRST KEY HOMES LLC/LANDSCAPE VIOLATIONS	2703 SW 14 DR, DEERFIELD BEACH, FL 33442	Chapter 46 – OFFENSES Section 46- 14. - Same—Encroaching on property of others	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-23-2023

					\$250 PER DAY \$80 PROSECUTION COST
48	23040069	BLANCHARD, CHASE	216 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 6-28-2023
49	23040021	HINK, ROBERT HUNTER	1002 SE 17 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 6-23-2023 \$150 PER DAY \$80 PROSECUTION COST
53	23050031	LD DEERFIELD LLC % DIAMONDS & DOGGIES	197 SE 3 AVE. DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-3-2023 \$250 PER DAY \$80 PROSECUTION COST
54	23050032	LD DEERFIELD LLC % DIAMONDS & DOGGIES	196 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-3-2023 \$250 PER DAY \$80 PROSECUTION COST

55	23030084	ORESTIL, MARIE	241 NW 38 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$200 PER DAY \$80 PROSECUTION COST
56	23040003	FERREIRA, SERGIO & BRUNILDA/BUILDING PERMITS REQUIRED	4048 EASTRIDGE CIR, 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 5-29-2023 \$250 PER DAY \$80 PROSECUTION COST
57	23040009	BAURLEY, ALFRED VOLKMAR	1428 SE 4 AVE, UNIT 157, DEERFIELD BEACH, FL 33441 157	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENTS WERE PRESENT- CARINA BAULES ALFRED BAULEY CONTINUED TO 6-28-2023
58	23040010	BURZO MOTORI LLC/BUILDING PERMITS REQUIRED	4391 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$150 PER DAY \$80 PROSECUTION COST

60	23040018	PANJON CORP/BUILDING PERMITS REQUIRED	4402 NW 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- VALERIA GALANTE FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$100 PER DAY \$80 PROSECUTION COST
61	23050017	SCHIEBER, YOSI	1420 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE STRUCTURES AND HOUSING APPEALS BOARD Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (b) - Storage and accumulation of refuse and solid wastes. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j) (1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-31-2023 \$250 PER DAY \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
64	22120178	AHZY PROPERTIES LLC /BUILDING PERMITS REQUIRED	1067 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 6-23-2023
65	23020030	JUBILEE LEGACY TR JENNINGS, MATTHEW TRSTEE	4191 BONITA WAY, 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 5-19-2023 FOR \$100 PER DAY
66	23020032	BAZINET, MICHAEL	4764 NW 5 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
67	23020036	ECON REAL ESTATE LLC	48 WESTBURY B, UNIT 48, DEERFIELD BEACH, FL 33442 48	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- PATRICK RAGKUMER CASE TO BE HEARD FOR 6-13-2023

68	23010022	MULYK, CARMEN	755 NW 41 WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- CARMEN MULYK FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$200 PER DAY \$80 PROSECUTION COST
69	23010028	SEIDEN, EVELYN S	1428 SE 4 AVE, UNIT 265, DEERFIELD BEACH, FL 33441 265 #Unit# 265	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 6-23-2023 \$150 PER DAY \$80 PROSECUTION COST
70	23020109	FRUGIS, MICHAEL FRUGIS, NANCY	1266 S MILITARY TRL, UNIT 537, DEERFIELD BEACH, FL 33442 537 #537	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 6-23-2023 \$150 PER DAY \$80 PROSECUTION COST
71	23010241	PEIXOTO, RONAILDO/BUILDING PERMITS REQUIRED	503 DURHAM R, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-23-2023

				ENFORCEMENT Section 98-113(a) Building permits	\$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
72	23010258	MAISEL, E FRED & RHODA LE AIKEN, CHERYL & MAISEL, NEIL L/BUILDING PERMITS REQUIRED	1078 HARWOOD F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- CAMINO SANPOS FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$150 PER DAY \$80 PROSECUTION COST
73	23010034	CONNOR, KEVIN D & SUSAN P SUSAN & KEVIN CONNOR REV TR/EXTERIOR BUILDING STRUCTURE STANDARDS	2886 DEER CREEK VIA VENEZIA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT- ATTORNEY MITCHELL ADLER KEVIN CONNER CASE SET FOR 6-28-2023

74	23020096	BIEN-AIME, HERO	1341 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1) (L). - Prohibitions relative to stopping, standing or parking in specific places. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS PRESENT- HERO, BIEN-AIME EXTENSION DENIED FINES IMPOSED AS OF 5-19-2023 FOR \$100 PER DAY PER VIOLATION
----	----------	-----------------	--	--	--

				REGULATIONS Section 98 -88(j) (1) Off-street parking and loading.	
76	22120016	BOZZOMO, FRANK/LANDSCAPE VIOLATION	341 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(E) (11) - Landscape Requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
78	23050022	LAWSON, ELIZABETH EST /NAB	"548 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-29-2023

				Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (b) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (d)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-14. - Unlawful to utilize premises in violation of this chapter. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-6 (c) - Responsibilities of occupants.	\$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
--	--	--	--	---	--

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-6 (f) - Responsibilities of occupants. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (f)- Minimum standards for maintenance of premises	
79	23050029	GREGOIRE, PIERRE J /NOISE	820 NE 51 CT, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL Sec. 34-35(14) - Specific noise prohibitions. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL; Sec. 34-35 (3). - Specific noise prohibitions. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL; Sec. 34-35 (4). - Specific noise prohibitions. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added	RESPONDENT WAS PRESENT- JOSEPH GREGOIRE DISMISSED ORDER ISSUED

80	22080087	SANDCASTLE 1 LLC	233 NE 21 AVE, DEERFIELD BEACH, FL	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-3-2023. \$250 PER DAY \$80 PROSECUTION COST
81	23050042	FLORIDA DEPT OF TRANSPORTATION OFFICE IN RIGHT OF WAY	NW 38 STREET, DEERFIELD BEACH FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT- DERRICK STILLWELL FINAL ORDER ISSUED COMPLY BY 6-23-2023 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
82	23030069	GAIDRY, CHRISTIAN W	1111 SE 15 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-23- 2023 FOR \$100 PER DAY
83	23040004	BURRIE, JOHN H JR H/E BURRIE, SCOTT A	4461 NW 13 AVE, DEERFIELD BEACH, FL 33064	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (2) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures.	RESPONDENT WAS PRESENT- JOHN BURRIE FINAL ORDER ISSUED COMPLY BY 7-26-2023 \$115 PER DAY \$80 PROSECUTION COST

A	21070054	FIRST COAST ENERGY LLP	390 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-14. (c) - Maintenance, violations, enforcement and remedies. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N) (1) - Landscape Requirements.	RESPONDENT WAS PRESENT- GENE POLK MITIGATION DENIED FINES TO BE PAID BY 6-28-2023
B	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	RESPONDENT WAS PRESENT- GEORGES SAINT LEGER

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C) (3) - Landscape Requirements.	FINES REDUCED TO \$1,280 TO BE PAID BY 11-09-2023
C	22110016	SAINT LEGER,GEORGES	4901 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 6. - PARKING OF BOATS, BUSES, TRAILERS, RECREATIONAL VEHICLES, MOTOR HOMES AND SIMILAR VEHICLES; Sec. 66-120(2). - Permissive parking Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- GEORGES SAINT LEGER FINES REDUCED TO \$2,000 TO BE PAID BY 11-09-2023
D	22120006	BOYCHUK,OKSANA BARILLOVA,MARYANA	2044 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- VASYL KUKHSU FINES REDUCED TO \$1,280 TO BE PAID BY 8-23-2023
E	17060016	MCLENDON,MAEBELL/Attorney Andre T.Young	473 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENTS WERE PRESENT- MITIGATION DENIED

				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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
F	18060108	GEORGE WELLINGTON EST/GEORGIA WELLINGTON	431 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (b) - Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) -	RESPONDENTS WAS PRESENT- GEORGIA WELLINGTON FINES REDUCED TO \$1,280 TO BE PAID BY 6-28-2023

				Preparation and storage of residential refuse	
G	20120062	MARY SELLENTIN TR SELLENTIN,MARY TRSTEE	634 DEER CREEK SAND PINE LN, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-74(a)(b)(c) - Swimming pools and spas require a fence or screen enclosure Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- BENJAMIN SENS FINES REDUCED TO \$85,000 TO BE PAID BY 9-27-2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Doug Gonzales, Special Magistrate

Date

City of Deerfield Beach
African American Heritage Committee Board Meeting
Thursday, June 8, 2023
Hillsboro Technology Center | 50 Hillsboro Technology Drive
Minutes

CALL TO ORDER/ROLL CALL

The meeting was called to order on the above date at 6:55 p.m. by Chair Strowbridge.

Present: Chair Strowbridge
Diane Chisholm
Barri McMillon
Annette Mitchell (Arrived 7:08 PM)

Absent: Vice Chair Jackson

Also Present: Horace McHugh, Deputy City Manager
Lauren Goas, Manager II Special Events
Adele Trizzino, Manager of Special Events
Milton Collins, City Attorney's Office

APPROVAL OF MAY 11, 2023 MINUTES

MOTION was made by Chair Strowbridge, seconded by Ms. Chisholm to approve the minutes as submitted. MOTION carried unanimously.

STAFF UPDATES

JUNETEENTH FREEDOM FEST UPDATES

Ms. Trizzino provided the following updates:

Marketing Review

- Review signs and banners;
- mailers sent to 9,000 homes; and
- Liz Ricci, Interim Assistant Director of Parks & Recreation, performed a radio spot on Rodney Baltimore, 99 JAMZ
 - Ms. McMillon asked that the Committee be involved in interviews.

Vendors

- The City secured all food vendors; and
- the drumline has been replaced with Caribbean Steel Drums.

Budget

- The Event is currently \$60,000 and there is a reduction in costs for generator and tents.

Family Tents

- Registration is complete, 10 of 10;
- family banners are complete, and ready for the Committee's review;
- families will come and pick up their tent, which will be on a first come first serve basis; and
- families allowed to come one hour early, 1:00 p.m., to decorate.

Day of Signage

- Stage and movie theater line ups have been set; and
- flags will be used for directional use.

Ms. McMillion asked if Harold F. Pryor, State Attorney, could be added to the greeting lineup.

Juneteenth Queen

- An overview of the Juneteenth Pageant was provided. Thereafter, Ms. Trizzino and Mr. McHugh provided an overview of the organization and advised that an invite was extended to the Juneteenth Queen, who will be introduced on stage.

Layout

- Open discussion on the map of entry;
- heavy equipment and items on the perimeter;
- barricades to help protect the space where children will be standing;
- one main access point for attendees to check in, which are marked by tear drops on map; and
- heavy lifting will occur on Friday.

Sponsorship

- The Committee requested permission to solicit for sponsorships; and staff advised that JM Family is a sponsor listed on the mailers.

Food Vendor

- Staff reviewed the pre-purchase of 200 meals from each food truck;
- guests will receive meal tickets at the door;
- city to purchase beverages at wholesale;
- there will be a review of the meals to ensure that they are full size, and not sample size servings from "Special Menu"; and
- guests wanting additional food must pay.

Logistics review

- Reviewed list of vendors tents;
- load in to start at 10 a.m.;
- Vigilanty will be the MC;
- shirts to be provided to staff and committee; and
- last year 70 shirts, 130 hats and 250 drawstring backpacks were provided for giveaways.

TASKED

Ms. Trizzino will provide the tasks and times to the Committee by Tuesday June 13th.

Mr. McHugh provided a brief overview of the Committee's role, how they can assist in volunteering and when they will be recognized on the stage.

COMMENTS FROM COMMITTEE

The Committee stated that advertisements are seen throughout the City, but there are no advertisements from the west side to the east of Deerfield Beach.

Ms. Chisholm thanked staff for their efforts.

Mr. McHugh also thanked staff and the Committee for their hard work in the creation of this event.

COMMENTS FROM THE PUBLIC

None.

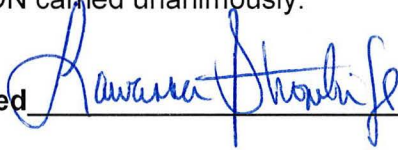
NEXT MEETING

July 13, 2023

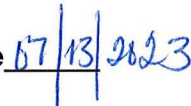
ADJOURNMENT

MOTION was made by Chair Strowbridge, seconded by Ms. Chisholm to adjourn the meeting at 7:39 p.m. MOTION carried unanimously.

Minutes Approved



Date





2023 Juneteenth	Saturday, June 17th			
\$60,000.00	CE001800	0017005 5793574		
Budget Item	Vendor/Service	Item Description		Juneteenth
Entertainers			\$ 12,800.00	21.33%
	All on Stage		\$ 6,000.00	
	MC - Vigilantly		\$ 1,500.00	
	Drumline Deerfield Beach Highschool		\$ 1,500.00	
	Dance team Deerfield HighSchool			
	Gospel			
	Mickey Platt	4:00 – 4:45 & 5:15 – 6:00	\$ 2,500.00	
	Comedian		\$ 1,000.00	
	Randy Corinthian & Band	6 PM – 7 PM	\$ 3,000.00	
	Hip Hop Dance Group	7 PM 7:15:00 PM	\$ 800.00	
	Sabo Nsaent	7:15 PM – 8:00 PM	\$ 2,500.00	
Activities			\$ 16,550.00	27.58%
	Carnival Rides	Carnival	\$ 10,000.00	
	Facepainting		\$ 1,200.00	
	Lemon Bubbles		\$ 1,000.00	
	Bounce House Tiny Tot stuff		\$ 1,000.00	
	Kids Corner Art Teacher		\$ 600.00	
	Kids Corner Art Teacher - Supplies		\$ 350.00	
	Black Farmer Display		\$ 600.00	
	Black Farmer Display - Supplies		\$ 350.00	
	Balloon Art		\$ 550.00	
	SWANK Movie Rights Selma		\$ 450.00	
	SWANK Movie Rights Respect		\$ 450.00	
Expenses			\$ 10,800.00	18.00%
	Seafood 681		\$ 2,600.00	
	Gold Treat		\$ 2,000.00	
	Fat Boyz		\$ 2,000.00	
	First Fruits Sorbet		\$ 600.00	
	Kona Ice		\$ 1,800.00	
	Sweet Lipz		\$ 800.00	
	Pink Yum Yum - Funnel Cake		\$ 1,000.00	
Misc. Expenses			\$ 13,150.00	21.92%
	Universal Rentals	Tents	\$ 10,000.00	
	BJ's		\$ 800.00	
	Amazon		\$ 500.00	
	Lacrossee	Flags	\$ 500.00	
	Committee T-shirts		\$ 400.00	
	Positive Promotions	Giveaways	\$ 350.00	
	Minuteman Press	Family Signs \$30 each	\$ 300.00	
	Minuteman Press	Day of Signage	\$ 300.00	
Print & Advertising			\$ 5,215.71	8.69%
Flyers, Posters, Signage				
	Mailers 10,000 Prints 6 x 9		\$ 1,500.00	
	10 Mailings		\$ 1,600.00	
	Minuteman Press	10 Snip Signs	\$ 165.00	
		6 Medium Magnents	\$ 278.97	
		1 large Banner	\$ 148.00	
		4 Medium Banner	\$ 172.00	
		2 Large Magnets	\$ 391.74	
		Postcards	\$ 200.00	
		City Banners	\$ 260.00	
Advertising	99 Jamz/Hot 105		\$ 500.00	
		TOTAL	\$ 58,515.71	

Revenue Source	Vendor/Service	Description	Actual	
Sponsorship				
JM Family	Sponsor			
N				
Hats		\$5		
T-shirts		\$15		
Food Vendors				
Business Vendors				
		TOTAL	\$ -	
Service	Description	Actual	\$ 10,900.00	
Generator Rental			\$ 3,000.00	
Adam Propane			\$ 200.00	
Fire Rescue	Fire Inspection		\$ 250.00	
Police			\$ 2,000.00	
Utilities				
Fire Rescue - Special Cart				
Maintenance				
Sanitation				
Facilities				
Parks Staff OT			\$ 5,450.00	
Bus Driver				
	TOTAL	\$ -		
People Served	600			
	\$ 115.69	TOTAL EXPENSE:	\$ 69,415.71	
		TOTAL REVENUE:	\$ -	
		TOTAL NET:	\$ 69,415.71	

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
June 28, 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 Vice Chair Glunt.

Roll call:

Present: Joseph Cummings, Alternate
Mark Damiano, Alternate
Jack Hugentugler
Harry Belton, Chair – Tardy
Terrance Glunt, Vice Chair

Also Present: Christopher Suneson, Assistant Director of Planning and Development Services
Anthony Soroka, City Attorney
Yadzia Roa, Assistant City Clerk

Absent: Tinka Ellington

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve the May 24, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7073 Chick-Fil-A on Federal Hwy
Airline Hwy JPMC LLC
101 N. Federal Hwy
Major Site Plan**

**#7074 Chick-Fil-A on Federal Hwy
Airline Hwy JPMC LLC
101 N. Federal Hwy
Sign Variance**

Items #7073 and #7074 were presented and discussed in tandem, but voted on separately.

Chair Belton arrived at 7:05 p.m.

Janna Lhota, representing the applicant, provided renderings for both applications. Ms. Lhota said the site has two access points, ingress and egress, which will assist traffic to encircle the site. The Chick-fil-A site will be drive thru only and is proposed to have three drive thru queue lanes, designed for 25-31 vehicles. Further, Ms. Lhota said the proposed facility will have a metal seam roof, the metal coping with brackets that simulate exposed roof rafters. The siding will consist of Hardie Board material with a darker stucco base at the bottom. Other features include: a canopy with a porch feature and railing; a canopy over the exposed doors; a restroom door at the rear with a metal louver canopy; vertical rectangular windows with trim; hipped roof in the front and the building wrapped with a mansard roof; metal shutter/awnings; Sherwin Williams' Spare White color for the siding, Sherwin Williams' Grizzle Gray for the bottom; and metal louver canopy over the windows.

In response to board member questions, Ms. Lhota replied that the paint colors consist of Sherwin Williams's Spare White for the siding, Barrage Cityscape for the roof, and Grizzle Grey for the stucco trim at the bottom. Further, she explained that the dumpster enclosure will be elevated over the concrete and lap siding will be used for the enclosure. The proposed landscaping will consist of the existing 30-foot buffer at the rear; the 5-foot wall would be increased to 6 feet; and the rear buffer will include Clusia, Podocarpus, Ficus, Highrise Live Oak, Saw Palmetto, and Pink Muhly Grass. Ms. Lhota stated that Chick-fil-A closes at 10 p.m. and the canopy will be 9 feet, 8 inches, and set up at multiple locations.

In response to board member questions, Andre Mizrahi, representing Bowman Consulting, replied that the location in Pompano Beach was part of the canopy program as well; however, it has a smaller foot print than this proposal.

In response to board member questions, Ms. Lhota replied that a circulation plan is in place for truck deliveries, which will be done during off hours.

In response to board member questions, Mr. Mizrahi replied that the chairs will be chained up after hours.

In response to board member questions, Ms. Lhota replied that there is an easement that includes properties on NE Eller Street, going towards the Chick-fil-A property, and there is a paved two-way road that leads up to Chick-fil-A. Further, she clarified there will be two lanes to pick up, which will merge into one exit lane.

In response to board member questions, Mr. Mizrahi replied that the dumpsters are intended for front loading trucks.

Ms. Lhota explained that the proposed plan allows the truck to come in at an angle, so the truck can take the load and exit.

Christopher Suneson, Assistant Director of Planning and Development Services, stated that the Department of Environmental Services reviewed the site plan and collaborated with the applicant to ensure the dumpster and enclosure were appropriate.

Ms. Lhota said the two wall signs will go up on the taller tower facing Federal Highway.

Mr. Mizrahi said the Chick-fil-A logo sign will be placed on the east elevation and the north elevation will consist of the Chick-fil-A letters sign.

Mr. Suneson stated that this Board has no jurisdiction over building permits.

In response to board member questions, Ms. Lhota replied that N. Federal Highway and NE Eller Street is signalized. Further, the shed near the dumpster area will be used to store equipment.

Discussion ensued regarding the west and south elevation walls and visibility of the building.

Chair Belton disagreed with using Dahoon Holly, as it will not flourish well and the use of Orange Geiger trees, as they attract beetles.

Ms. Lhota provided renderings of the sign variance. She said Section 102-8 of the Land Development Code states that only one changeable copy board shall be permitted per order window, but three are being proposed, one for each drive thru, which will be under the canopies.

Anthony Soroka, City Attorney, explained that the Board does not have the authority to approve variances; nevertheless, a recommendation of approval or denial can be given.

Mr. Suneson said the City's consultant recommended an intensified landscape barrier and suggested that the applicant use Dahoon Holly's to increase the visibility barrier between the site and neighbors to the west.

Mr. Hugentugler made a motion, seconded by Mr. Cummings to approve Item #7073 with the stipulation that there be additional windows on the west and south elevation with shutters to match, to revisit the proposed Orange Geiger Trees and Dahoon Holly Trees and to collaborate with staff to research other plant options.

Mr. Damiano made a motion, seconded by Mr. Cummings to approve Item #7074 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Christopher Suneson, Assistant Director of Planning and Development Services, advised that there will be a meeting on July 12, 2023.

ADJOURNMENT

Mr. Damiano made a motion, seconded by Mr. Cummings to adjourn the meeting at 7:59 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - August 1, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, August 1, 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 August 1, 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 August 1, 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 August 1, 2023.
 - i.** Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83696396371?pwd=QTcwWlM2bDNab25vcTNMcVlDdCsrdz09>
 - 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: 836 9639 6371#, Participant ID: #, Passcode: 837303#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on August 1, 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” which is located at the bottom of the screen under the “reactions” 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. 2023-2018

Agenda Date: 8/1/2023

Status: PUBLIC HEARINGS -
SECOND READING

In Control: City Commission

Title

P.H. 2023-094: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fiscal Year 2023-2024 Community Development Block Grant Annual Action Plan; providing for implementation and an effective date.

Background/History

The U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitlement cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The City of Deerfield Beach is a CDBG entitlement community and has been receiving an annual funding allocation from HUD since 2000.

As a funding requirement, CDBG entitlement communities are required to develop a three to five-year Consolidated Plan to assess their affordable housing and community development needs and market conditions. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

On June 16, 2020, the City Commission adopted the 5-year Consolidated Plan for Fiscal Years 2020-2024. The priorities in the plan include: Increasing access to Affordable Housing, Providing for Infrastructure Improvements; and Increasing Access to Public Services.

Current Activity

The City of Deerfield Beach's estimated Fiscal Year 2023-2024 CDBG allocation is \$659,734. The Annual Action Plan, which identifies the City's housing and community development activities that will be funded with CDBG funds in Fiscal Year 2023-2024, is due to HUD by August 16, 2023. The proposed use of the funding is outlined in the table below. Each activity aligns with the aforementioned priorities of the City's 5-year Consolidated Plan.

CDBG Activity	Description	FY 2023-2024 Allocation
Water and Sewer Improvements	Construct and install water and sewer improvements in low- and moderate-income area(s)	\$ 492,787.00
Senior Transportation Program	Provides transportation services for seniors 62 years and older to and from multiple locations in the City including, the NE Focal Point Center, medical appointments, pharmacies, grocery and department stores, the post office, libraries, parks, beach etc.	\$ 35,000.00

Program Administration	Planning and Administration costs for the CDBG program	\$ 131,947.00
------------------------	--	---------------

Total		\$ 659,734.00
--------------	--	----------------------

Citizen participation played an integral role in the development of the proposed Fiscal Year 2023-2024 Action Plan. Planning meetings were held with the City's Affordable Housing Advisory Committee, internal departments and the Deerfield Beach Housing Authority. Two public hearings were held, and citizens also had an opportunity to review and comment on the proposed plan during the 30-day public comment period.

Recommendation

It is recommended that the City Commission approve the City of Deerfield Beach CDBG Annual Action Plan for Fiscal Year 2023-2024 and authorize submittal to the U.S. Department of Housing and Urban Development.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
THE FISCAL YEAR 2023-2024 COMMUNITY
DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN;
PROVIDING FOR IMPLEMENTATION AND AN
EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (“City”) participates in the U.S. Department of Housing and Urban Development (“HUD”) entitlement allocation formula as a recipient of federal funds; and

WHEREAS, as an entitlement municipality, the City is required by HUD regulations to submit a one year action plan annually as a requirement for the City to receive funds under the Community Development Block Grant program (“CDBG”); and

WHEREAS, the proposed action plan for Fiscal Year 2023-2024 describes the activities to be performed by the City and the amount of funding allocated for each activity, all of which are consistent with the City’s five-year Consolidated Plan; and

WHEREAS, the City will receive an estimated allocation of \$695,734.00 in CDBG funds in Fiscal Year 2023-2024; and

WHEREAS, staff recommends that the City Commission approve the Fiscal Year 2023-2024 CDBG Annual Action Plan, attached as Exhibit “A” (the “Action Plan”).

**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 Action Plan, attached as Exhibit “A,” and authorizes the appropriate City officials to submit the Action Plan to HUD.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FISCAL YEAR 2023-2024

DRAFT ANNUAL ACTION PLAN



Prepared by
The City of Deerfield Beach
Community Services Department

Table of Contents

Executive Summary	3
AP-05 Executive Summary - 91.200(c), 91.220(b).....	3
PR-05 Lead & Responsible Agencies – 91.200(b)	6
AP-10 Consultation – 91.100, 91.200(b), 91.215(l)	7
AP-12 Participation – 91.401, 91.105, 91.200€	11
Expected Resources	13
AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2).....	13
Annual Goals and Objectives	15
AP-20 Annual Goals and Objectives – 91.420, 91.220€(3) &€.....	15
AP-35 Projects – 91.420, 91.220(d)	16
P-38 Project Summary	18
AP-50 Geographic Distribution - 91.420, 91.220(f)	19
AP-75 Barriers to affordable housing -91.420, 91.220(j)	21
AP-85 Other Actions - 91.420, 91.220(k).....	22
AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)	24
EXHIBIT A- PUBLIC COMMENTS.....	25
EXHIBIT B- AFFIDAVITS	25
EXHIBIT C- SF424.....	30
EXHIBIT D – CERTIFICATIONS.....	34
EXHIBIT E- RESOLUTION.....	41

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Deerfield Beach is located in northeast Broward County, Florida. Incorporated in 1925, the City is approximately 16.3 square miles and has an estimated population of 86,772, according to the U.S. Census.

The City of Deerfield Beach is a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program entitlement community grantee, receiving an annual grant award since Fiscal Year 2000 to provide decent housing, a suitable living environment, and expand economic opportunities, principally for low and moderate-income persons. The City is also a recipient of an annual grant award through HUD's Home Investment Partnership Program, as a member of the Broward County HOME Consortium, and an annual allocation from the Florida State Housing Initiatives Partnership (SHIP) Program to create and preserve affordable housing.

The Annual Action Plan outlines the City's CDBG housing and community development activities and funding sources for Fiscal Year (FY) 2023-2024, which covers the period beginning October 1, 2023 and ending September 30, 2024. The Action Plan aligns with the community development strategies and priorities in the City's Five-Year Consolidated Plan. The FY 2023-2024 Action Plan represents the fourth program year of the City's FY 2020-2024 Consolidated Plan.

2. Summarize the objectives and outcomes identified in the Plan

The City of Deerfield Beach has identified three priorities for the FY 2023-2024 Community Development Block Grant program year which aligns with the City's FY 2020-2024 Consolidated Plan. The priorities are as follows:

Priority 1 – Increase Access to Affordable Housing

The City of Deerfield Beach has been impacted by the housing affordability crisis. Median home sales and residential rent have drastically increased. To that end, the City will continue to support the preservation of affordable housing and prioritize development of locally owned public land, suitable for affordable housing.

Priority II – Provide for Infrastructure Improvements

The City of Deerfield Beach will construct water and sewer improvements to locally owned public land that, upon development, the housing will be occupied by low and moderate-income households.

Priority III – Increase Access to Public Services

The City of Deerfield Beach senior population exceeds 23%, according to the U.S. Census. As such, the City will continue to prioritize public service programs for seniors in the community, including transportation services.

3. Evaluation of past performance

Annually, the City of Deerfield Beach prepares and submits a Consolidated Annual Performance & Evaluation Report (CAPER) to HUD to account for the accomplishments and progress of the housing and community development activities and goals outlined in the Consolidated Plan and prior year Annual Action Plan. The City's FY 2021-2022 CAPER, submitted to HUD in December 2022, includes a detailed evaluation of the activities, goals and objectives in the FY 2021-2022 Action Plan and the FY 2020-2024 Consolidated Plan.

Key highlights include the following:

- Assisted two (2) households with the purchase of a home
- Assisted 14 households with home rehabilitation assistance
- Assisted 52 seniors with transportation services
- Assisted three (3) households with Rental and Utility Assistance
- Provided health and wellness services to 22 seniors
- Suspended services at Alzheimer's Adult Daycare due to impacts from COVID-19

The City's Fiscal Year 2022-2023 CAPER is due to HUD December 2023.

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation Process is vital to the success of the City's U.S. Department of Housing and Urban Development entitlement funded programs and activities. Citizens were provided with the opportunity to participate in the planning, development, and adoption of the City's FY 2023-2024 Annual Action Plan, in accordance with the City's Citizen Participation Plan.

The City held a pre-development meeting to assess the City's housing and community development needs and priorities, and two public hearings to obtain input about the City's draft FY 2023-2024 Annual Action Plan. Citizens were provided with an opportunity to review and comment on the Annual Action Plan for a 30-day public comment period that began on July 3, 2023 and ended on August 1, 2023. The public hearings and 30-day comment period were noticed via the local newspaper, City website and social media.

Refer to table below for the Citizen Participation Process timeline.

Date	Activity
May 1, 2023	Pre-Development Public Hearing for Citizen Input
July 3, 2023	Notice of Public Hearing and 30-day comment period
July 18, 2023	Public Hearing on draft Annual Action Plan
July 3, 2023 to August 1, 2023	30-day public comment period
July 18, 2023	Notice of Second Public Hearing
August 1, 2023	Public Hearing and plan adoption

Table 1 – Citizen Participation Schedule

5. Summary of public comments

The City received public input/comments during the development of the FY 2023-2024 Annual Action Plan. Please see Exhibit A for summary of citizens' comments and City responses.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public input was considered during development of the FY 2023-2024 Annual Action Plan.

7. Summary

The City of Deerfield Beach is committed to enhancing and strengthening the quality of life within its community, with an emphasis on its low- and moderate-income population. The Fiscal Year 2023-2024 Annual Action Plan outlines specific housing and community development priorities, activities/programs and goals designed to serve and support low- and moderate-income persons. Public input was integral in developing the Action Plan. The plan provides transparency and a means to evaluate progress towards meeting the identified goals and objectives in the Consolidated Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Aneisha Nicholas	City of Deerfield Beach Community Services Department

Table 2 – Responsible Agencies

Narrative

The City of Deerfield Beach Community Services Department serves as the City's administrator of entitlement funding from the U.S. Department of Housing and Urban Development and State of Florida, for housing and community development activities designed to serve low- and moderate-income persons.

Consolidated Plan Public Contact Information

Aneisha Nicholas, Assistant Director of Community Services
City of Deerfield Beach
227 NW 2nd Street
Deerfield Beach, FL 33441
Telephone #: (954) 422-5810
Email: ANicholas@deerfield-beach.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the Citizen Participation process, the City consulted with a variety of agencies, organizations and associations to develop the Fiscal Year 2023-2024 Annual Action Plan. The City consulted with City staff, City Commission, government agencies that support LMI households, non-profit agencies and civic associations comprised of community members that engage in affordable housing, residential construction, real estate, urban planning, LMI advocacy, for-profit businesses and banking.

- a. Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City is coordinating with the Deerfield Beach Housing Authority to utilize their network of resources to increase the impact of federal and state funding on the LMI community. The City has partnered with public agencies such as the Area Agency of Broward County, Broward County School Board, the nonprofit organization Deerfield Beach Cares to provide social services and health and mental services to the City’s senior population and LMI households. The City also partners with the local hospital, Broward Health North, on initiatives that support health and wellness and economic development in neighborhoods within the LMI community.

- b. Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Deerfield Beach is a municipality in Broward County and coordinates with Broward County’s Homeless Continuum of Care to administer services to address the needs of individuals and families that are homeless or at risk of homelessness. The City consults with the Continuum of Care to determine the state of homelessness in its community, methods to combat homelessness and identify services and programs available to citizens in need of their services.

- c. Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A- The City of Deerfield Beach is not a recipient of ESG funding.

2. Agencies, groups, organizations and others who participated in the process and consultations.

Table 3 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Deerfield Beach Affordable Housing Advisory Committee
	Agency/Group/Organization Type	Housing Other government – Local (Civic Organization)
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with the Affordable Housing Advisory Committee regarding the City's housing and community development needs and priorities. The Board provided input towards the priorities and activities outlined in the Annual Action Plan.
2	Agency/Group/Organization	Deerfield Beach Housing Authority
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Elderly Persons Services-Persons with Disabilities

Annual Action Plan
2024

8

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with staff at the Deerfield Beach Housing Authority about the City's housing and community development needs and priorities. Staff discussed how the ongoing housing crisis has impacted housing in the City of Deerfield Beach to include public housing. Staff recommended resources and strategies to increase the impact of federal and state funding.
3	Agency/Group/Organization	Deerfield Beach Family Empowerment, Inc
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Deerfield Beach has partnered with Deerfield Beach Family Empowerment, Inc. to implement affordable housing programs designed for the City's LMI population. Consulted DBFE staff to determine the effectiveness of existing programs and activities and develop strategies to increase the impact of CDBG funding. Discussed strategic marketing, inclusive of workshops and partnerships to increase programmatic impact.

a. Identify any Agency Types not consulted and provide rationale for not consulting

The City did not exclude any agency types from the Citizen Participation process.

b. Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 4 – Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Deerfield Beach Comprehensive Plan – Housing Element	City of Deerfield Beach Planning and Development Services Department	Outlines the City's policies and goals for the preservation and expansion of the City's housing stock.
Continuum of Care (CoC)	Broward County Homeless Initiative Partnership	Addresses issues pertaining to homelessness, and outlines programs and services available to assist the City's homeless population and households at risk of becoming homeless.
Deerfield Beach State Housing Initiatives Partnership Local Housing Assistance Plan	City of Deerfield Beach – Community Services Department	Details the City's strategies to produce and preserve affordable housing. Designed to serve very low, low- and moderate-income families

AP-12 Participation – 91.401, 91.105, 91.200€

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

The Citizen Participation process was integral in developing the Fiscal Year 2023-2024 Annual Action Plan as it supported the identification of housing and community development needs to effectively serve low- and moderate-income persons and neighborhoods in the City. Public input from the Citizen Participation process supports the activities, programs and goals outlined in the Action Plan.

In accordance with 24 CFR 91.105, the City of Deerfield Beach provided citizens with reasonable notice to public meetings and an opportunity to comment on the Draft Annual Action Plan prior to adoption. Refer to Table 1 - Citizen Participation Schedule on page four (4). The Citizen Participation process involved the following:

- Pre-Development public meeting in coordination with the City's Affordable Housing Advisory Committee;
- Two Public Hearings to obtain public input about the draft Annual Action Plan; and
- Draft Annual Action Plan 30-day Public Comment Period.

The public hearings and 30-day comment period were noticed via the Sun Sentinel, a newspaper of general circulation, and the City's website. The City made available to citizens, public agencies, and other interested parties a copy of the draft Fiscal Year 2023-2024 Annual Action Plan and a summary of the proposed projects with their respective funding allocation.

The Community Services Department also consulted with City staff, the local public housing authority and a non-profit organization that supports the implementation of affordable housing assistance programs for input on the activities, strategies and goals outlined in the Fiscal Year 2023-2024 Annual Action Plan.

Citizen Participation Outreach

Table 5 – Citizen Participation Outreach

Sort Order	Mode Outreach	Target Outreach	Summary response/attendance	Summary comments received	Summary comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Broad Community Outreach	N/A	N/A	N/A	
2	Internet Outreach	Broad Community Outreach	N/A	N/A	N/A	
3	Public Hearing	Broad Community Outreach	City Staff provided information about programs and discussed plans to address citizens recommendations and concerns.	Refer to Exhibit A	N/A	
4	Pre-Development Meeting	Broad Community Outreach Residents LMI agencies	City Staff provided information about programs and discussed plans to address citizens recommendations and concerns; XX Citizens were in attendance.			
5	30-Day Public Comment Period	Broad Community Outreach	TBD	TBD		

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2)

1. Introduction

The City receives annual federal funding from the U.S. Department of Housing and Urban Development (HUD) as an entitlement community through the Community Development Block Grant (CDBG) Program and a HOME Investment Partnerships Program (HOME) consortium member. The City is also a recipient of annual funding from the State of Florida through the State Housing Initiatives Partnership Program (SHIP) to produce and preserve affordable housing in the Deerfield Beach community.

The table below provides a breakdown of the City's anticipated funding allocation from CDBG, HOME and SHIP in Fiscal Year 2023-2024.

Table 6 – Anticipated Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resources	Total		
CDBG	Public - Federal	Public Service; Public Infrastructure	\$659,734			\$659,734		Entitlement grantee estimated FY 23/24 annual allocation
HOME Consortium	Public - Federal	Housing	\$244,451			\$244,451		Broward County HOME Consortium member estimated FY 23/24 allocation
State Housing Initiatives Partnership	Public - State	Housing	\$1,003,022			\$1,003,022		Florida SHIP grantee estimated FY 23/24 allocation

- 2. Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Deerfield Beach utilizes federal and state funding to implement the City's affordable housing programs. Federal funding is leveraged with state funding to increase the impact of activities benefitting low- and moderate-income persons in Deerfield Beach.

- 3. If appropriate, describe, which does not require a matching.**

Matching funds are not a requirement for any of the initiatives outlined in the Annual Action Plan.

- 4. If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City has an inventory of locally owned public land suitable for affordable housing. Two such parcels require water and sewer improvements. The City intends to fund the improvements with CDBG funding and partner with non-profit developers to build affordable housing for low- and moderate-income persons.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.420, 91.220€(3) &€

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Improvement	2023	2024	Non-Housing Community Development	Deerfield Beach Census Tracts with at least 51% LMI residents	Public Facilities, Facility Improvements, Public Infrastructure	CDBG: \$492,787	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing. Benefit: Two (2) LMI Households.
2	Public Service – Senior Transportation	2023	2024	Non-Housing Community Development	Citywide	Public Service	CDBG: \$35,000	Public service activities other than Low/Moderate Income Housing. Benefit: 50 Persons Assisted
3	Planning and Administration	2023	2024	Non-Housing Community Development	Citywide	Administration	CDBG: \$131,947	Oversee the administration, development and implementation of the program

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Public Improvement/Infrastructure – Water and Sewer Improvements
	Goal Description	To facilitate public improvement and infrastructure projects within LMI neighborhoods (CDBG target areas) in Deerfield Beach.
2	Goal Name	Public Service – Senior Transportation
	Goal Description	To provide transportation services to seniors in the Deerfield Beach community.

AP-35 Projects – 91.420, 91.220(d)

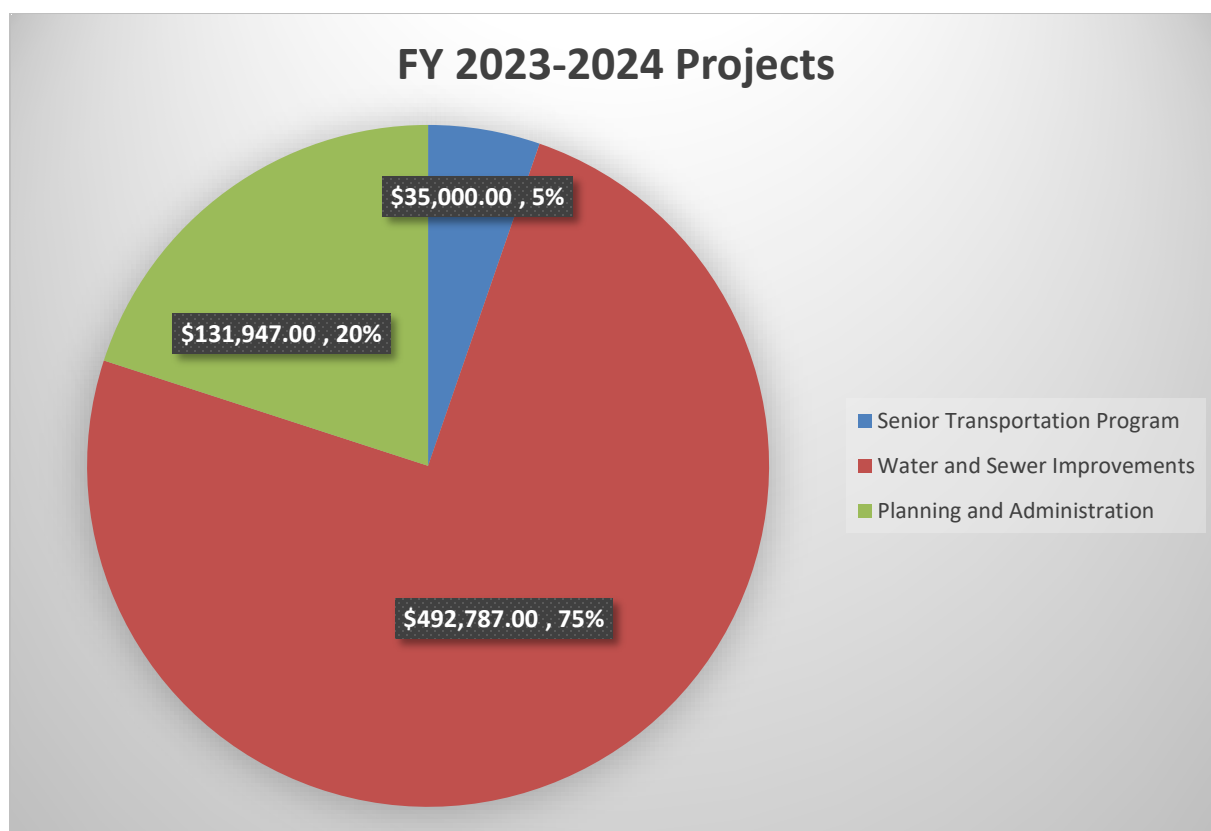
1. Introduction

The Fiscal Year 2023-2024 Annual Action Plan is the fourth program year plan under the City's Fiscal Year 2020-2024 Consolidated Plan. The projects and activities which are recommended for funding in Fiscal Year 2023-2024 are in alignment with the priorities of the Consolidated Plan.

#	Project Name	Amount
1	Water and Sewer Improvements	\$492,787.00
2	Senior Transportation Program	\$ 35,000.00
3	Planning and Administration	\$131,947.00

Table 8 – Project Information

Graph 1: Allocated Funds



2. Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Deerfield Beach is committed to improving the quality of life for low- and moderate-income persons in the community. Decent housing and a suitable living environment are products of the public infrastructure and public service activities prioritized for implementation in Fiscal Year 2023-2024 to serve the City's LMI population.

Grant funding is the City's primary source of funding to implement the prioritized projects and activities. Consequently, the main obstacle is limited or decreased grant funding. The City's federal and state funding allocations fluctuate annually which makes planning for and meeting the needs of the City's LMI population challenging. This obstacle is compounded by the ongoing housing crisis and inflation. Home prices have significantly increased in the City of Deerfield Beach.

The median sale price for a home in Broward County has been increasing annually over the last three years. According to the Broward Property Appraiser, the median sale price for a single-family home increased by more than 47% between December 2019 and December 2022. Additionally, the increased cost of goods and services due to inflation is expected to negatively impact the level of assistance the City can provide to LMI persons.

P-38 Project Summary

1	Project Name	Water and Sewer Improvements
	Target Area	Census Tracts with at least 51% LMI
	Goals Supported	Public Improvements
	Needs Addressed	Public Improvements - Infrastructure
	Funding	CDBG: \$492,787
	Description	Water and sewer installations in LMI community
	Estimate the number business that will benefit from the proposed activities	Approximately 2 LMI Families
	Planned Activities	Administration of the Program
2	Project Name	Senior Transportation Program
	Target Area	Citywide
	Goals Supported	Public Service - Senior Transportation
	Needs Addressed	Public Service - Senior Transportation
	Funding	CDBG: \$35,000
	Description	Senior Transportation services for persons 62 years and older to and from various locations in the City inclusive of the Senior Center, medical appointments, pharmacies, grocery and department stores, local malls, libraries, post offices, local parks, beaches and local restaurants.
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Citywide
	Planned Activities	Transportation Services.
3	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Public Improvements Public Service - Senior Transportation Public Service
	Needs Addressed	Housing Rehabilitation Purchase Assistance Public Service Public Improvements
	Funding	CDBG: \$131,947
	Description	Administration of the Programs
	Estimate the number and type of families that will benefit from the proposed activities	
	Planned Activities	Administration of the Programs.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Deerfield Beach is located in northeastern Broward County, Florida. According to the U.S. Census, the City's population is 86,772. The median household income in the City is \$49,650, according to the U.S. Census American Community Survey (ACS) 2017-2021 and the percent of persons in poverty is 15.6%.

The public infrastructure and public service activities outlined in the Fiscal Year 2023-2024 Annual Action Plan are designed to serve low- and moderate-income persons citywide. The public infrastructure project which involves water and sewer improvements will benefit areas in the City where at least 51% of the residents are low- and moderate-income persons.

The attached CDBG Target Area Map shows Census Block Groups citywide and outlines areas in the City with 51% and greater low- and moderate-income residents.

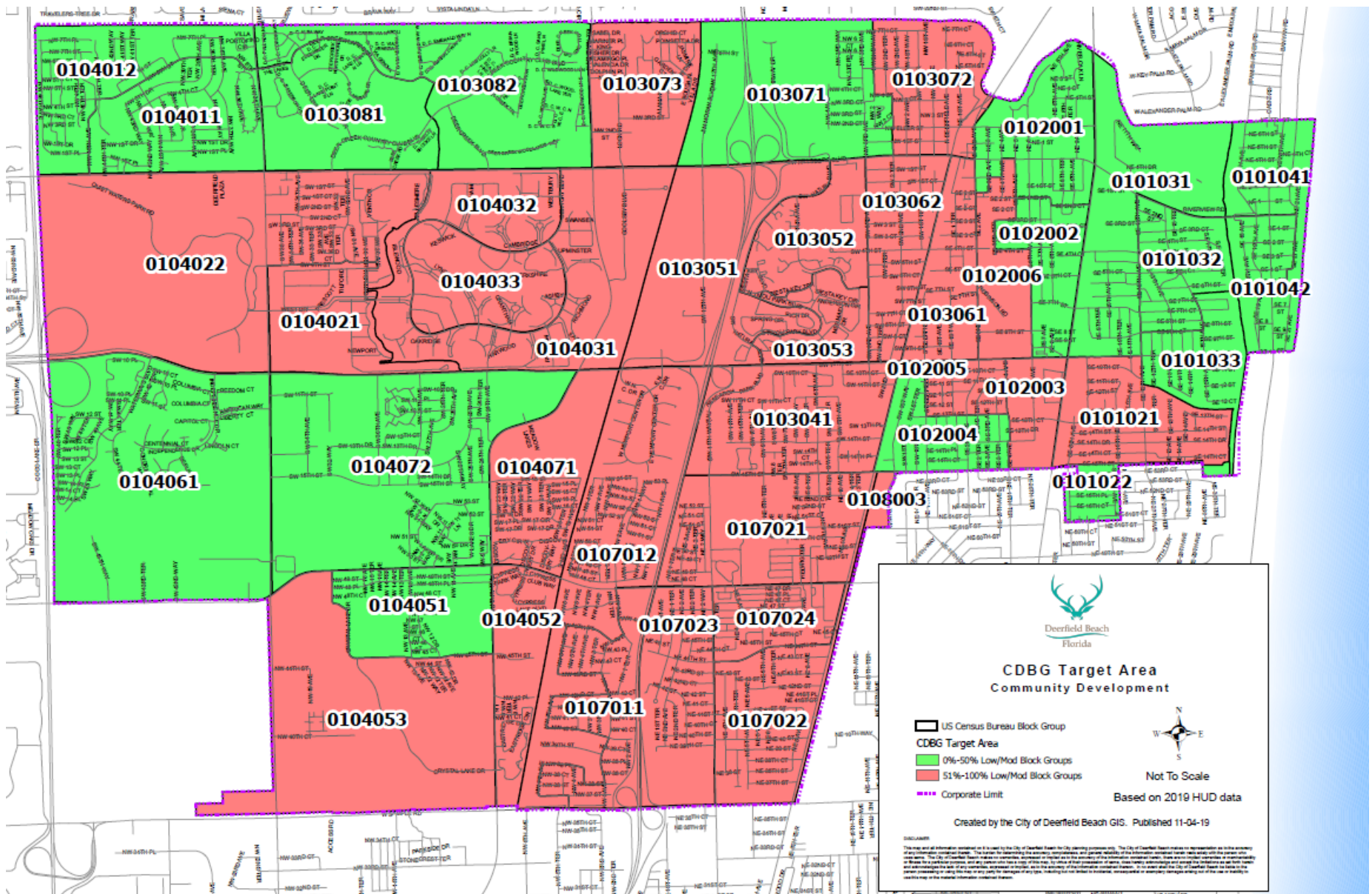
Geographic Distribution

Target Area	Percentage of Funds
Citywide	25%
Census Block Group	75%

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City has allocated 75% of its CDBG funding to construct water and sewer improvements in a low-and-moderate income neighborhood, supporting the preservation of affordable housing and a suitable living environment for low- and moderate-income persons. An estimated 5% of CDBG funds will be utilized to promote accessibility and health and wellness for the senior population.



AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Deerfield Beach housing market poses significant barriers to affordable housing. Housing costs in Deerfield Beach has increased. Like much of America, the City has been experiencing a housing crisis due to a dramatic increase in the cost of homes, land, construction materials, labor, gas, etc. Additionally, about 60 percent of the housing inventory in Deerfield Beach is more than 40 years of age, according to the U.S. Census. The age of housing stock presents the challenge of maintaining quality housing so that inventory does not shrink as units fall into disrepair.

Housing conditions are an important aspect of the Deerfield Beach community quality of life, particularly for low- and moderate-income residents, of which the City has a relatively high LMI percentage. Considering rising housing costs and the age of existing housing stock, the City is committed to producing and preserving affordable housing in Deerfield Beach.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Housing Element of the City's Comprehensive Plan provides guidance to develop appropriate plans and policies to meet identified or projected deficits in the supply of housing for moderate income, low income, and very low-income households, group homes, foster care facilities, and households with special housing needs, including rural and farm worker housing. The related goals and objectives listed in the Housing Element of the Comprehensive Plan include the following:

GOAL HS 1.0: Provide sufficient quantity of safe and adequate housing which is affordable to all income groups in Deerfield Beach.

Objective HS 1.1: Provide for adequate and affordable housing for the existing population, anticipated population growth, and households with special housing needs.

Objective HS 1.2: Continue to employ existing housing implementation programs and revise existing and formulate new housing implementation programs when the City determines such programs will better provide for adequate and affordable housing in compliance with State and Federal relocation housing regulations.

Objective HS 1.3: Assist in the elimination of substandard housing conditions, and for the structural and aesthetic improvement of existing housing while guiding the conservation, rehabilitation or demolition of housing as needed.

Objective HS 1.5: Provide adequate housing sites and distribution of housing for workforce, moderate, low, and very low-income households.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section addresses the City of Deerfield Beach's planned actions to foster and maintain quality affordable housing, continue the mitigation of lead-based paint hazards in homes occupied by low- and moderate-income individuals, reduce the number of households in poverty through various services, programs and coordination of service providers. The City will continue to undertake an educational campaign on fair housing to ensure that Deerfield Beach residents have the widest range of housing choices.

Actions planned to address obstacles to meeting underserved needs

The City of Deerfield Beach is committed to identifying opportunities to produce and preserve affordable housing, improve housing conditions and expand economic opportunities for its low- and moderate-income population. The City shall keep apprised of and shall consider implementation of all federal, state, and local housing subsidy programs in which the City is eligible to participate. The City shall also increase marketing efforts through targeted promotion and creative campaigns to increase public awareness of the affordable housing programs designed to serve low- and moderate-income persons.

Actions planned to foster and maintain affordable housing

The City intends to foster and maintain affordable housing in the City with the support of federal and state resources and coordinated efforts with public and private agencies and organizations. Public and private efforts will include coordination with private developers, especially those providing low- and moderate-income housing; Community Housing Development Organization; the Deerfield Beach Housing Authority; the Broward County Housing Authority; the Broward County Housing and Community Development Division; and the Broward Housing Partnership.

The City has also established an Affordable Housing Advisory Committee who reviews the City's established policies, ordinances, land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing in Deerfield Beach.

Actions planned to reduce lead-based paint hazards

The City will continue to ensure that its affordable housing programs and projects comply with lead paint regulations. All appropriate lead hazard disclosures, brochures and testing will be communicated, distributed and performed, respectively, in compliance with Federal regulations for homes built prior to 1978. If abatement is required, specifications by a certified lead contractor will be incorporated into the housing activity/project work write up. These actions will prevent lead poisoning and hazards in the community.

Actions planned to reduce the number of poverty-level families

The poverty rate in Deerfield Beach is 15.6 percent, according to the U.S. Census. The City will

Annual Action Plan

22

2024

continue to prioritize federal and state funding for affordable housing programs and activities and economic development opportunities. Grant management is centralized in the City of Deerfield Beach Community Services Department. The Community Services Department will continue to work closely with the City's Economic Development Department to identify, provide and fund initiatives that promote job readiness and career opportunities for low- and moderate-income persons and economic expansion in the City of Deerfield Beach. The City also collaborates with the Broward County Continuum of Care, Deerfield Beach Housing Authority and other Broward County agencies to support projects and programs designed to reduce poverty in the City.

Actions planned to develop institutional structure

The City of Deerfield Beach Community Services Department oversees the administration of entitlement and competitive grants citywide pre and post award. This centralized structure enables the City to strengthen relationships with departments within the City and foster collaboration with residents, public and private agencies, organizations and grant funders to aid in identifying housing and community development needs, and opportunities to leverage federal, state and local resources to provide decent housing, a suitable living environment and expand economic opportunities for low- and moderate-income persons in the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Deerfield Beach housing stock has historically been constructed by the private sector. As such, the City is committed to strengthening relationships with public and private housing and social service agencies. The City works closely with the Deerfield Beach Public Housing Authority and utilizes their network of social service agencies to increase the impact of the City's affordable housing and public service programs, projects and activities. The City participates in interagency committees created to coordinate public, private and community-based efforts to expand affordable housing and economic development initiatives. Staff in the Community Services Department will continue attending affordable housing workshops to keep abreast of initiatives and regulations, identify best practices that can be implemented in the City and build on existing public and private collaborations to better serve the Deerfield Beach community.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City may generate Program Income from its federal and state grant funded Homeowner Rehabilitation and Purchase Assistance programs. Program Income is recaptured if an LMI recipient of funding through the aforementioned programs defaults on the terms of their award amount, which is structured as a 0% deferred loan that converts to a grant at the end of the loan term (i.e. affordability period). In accordance with the loan terms, the City requires repayment of the award amount based on an annual prorated amount.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3	The amount of surplus funds from urban renewal settlements	\$0
4	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5	The amount of income from float-funded activities	\$0
	Total Program Income	\$0

Other CDBG Requirements

1. The amount of urgent need activities
N/A

EXHIBIT A- PUBLIC COMMENTS

Public Comments/Responses

Fiscal Year 2023 – 2024 CDBG Annual Action Plan

EXHIBIT B- AFFIDAVITS

EXHIBIT C- SF424

EXHIBIT D – CERTIFICATIONS

EXHIBIT E- RESOLUTION

Public Notice 2023-094
City of Deerfield Beach
Public Hearing
Community Development Block Grant (CDBG)
Fiscal Year 2023-2024 Annual Action Plan

The City of Deerfield Beach is an entitlement recipient of federal funding from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Program to provide decent housing, a suitable living environment, and expand economic opportunities for low-and moderate-income persons in the City. The City's Fiscal Year (FY) 2023-2024 CDBG allocation is an estimated \$659,734. As a funding requirement, the City must develop and adopt a One-Year Action Plan which identifies the housing and community development activities that will be funded in FY 2023-2024 in alignment with the City's FY 2020-2024 Consolidated Plan.

The City of Deerfield Beach is proposing to fund the below activities with its FY 2023-2024 CDBG allocation.

CDBG Activities	FY 2023-2024 Allocation
Public Infrastructure – Water and Sewer Improvements	\$ 492,787.00
Senior Transportation Program	\$ 35,000.00
Program Administration	\$ 131,947.00
Total \$ 659,734.00	

The proposed FY 2023-2024 Action Plan is available for public input. The 30-day public comment period commenced on July 3, 2023 and ends on August 1, 2023. A copy of the proposed plan is available via the City's website at <https://www.deerfield-beach.com/1509/Housing-Grants>. Submit comments and/or questions about the Action Plan to the Community Services Department via phone at 954-422-5810 or email anicholas@deerfield-beach.com

Public Hearing

A public hearing to obtain public input and adopt the proposed FY 2023-2024 Annual Action Plan will be held during the Deerfield Beach City Commission meeting on Tuesday, August 1, 2023 at 7:00 p.m. in the Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida 33441. Interested parties are encouraged to attend.

For additional information, please contact the City of Deerfield Beach Community Services Department at 954-422-5810.

In accordance with the Americans with Disabilities Act and Florida Statutes 286.26, persons with disabilities that require special accommodations to participate in this hearing should contact the Office of the City Clerk at least 24-hours prior to the hearing at (954) 480-4213 for assistance.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2049

Agenda Date: 8/1/2023

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

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

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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

Current Activity

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

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

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

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

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

WHEREAS, Gail Battle, a current commissioner, has expressed an interest to continue to serve on the DBHA; and

WHEREAS, the Mayor has proposed the reappointment of Gail Battle as a Commissioner of the DBHA; and

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

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

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

Section 2. Gail Battle is hereby reappointed as a Commissioner of the DBHA for a four-year term, commencing on August 7, 2023 and ending on August 7, 2027.

Section 3. Gail Battle shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: June 12, 2023

The attached application from Gail Battle for the Housing Authority Board has been received.

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

- ☒ Regular Member
☐ Alternate Member

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

 July 18th, 2024

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



June 7, 2023

Gail Battle
633 NW 3rd Way
Deerfield Beach, FL 33441

RE: Housing Authority Board

Dear Ms. Battle:

Your current term on the **Housing Authority Board** of the City of Deerfield Beach expires on August 6, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

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

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

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

Sincerely,

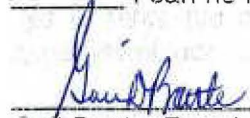
Heather Montemayor, OMC, City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by July 7, 2023. A self-addressed envelope is enclosed for your convenience.

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

☐ I can no longer serve.


Gail Battle, Regular Member (sign here)



HOUSING AUTHORITY

Creating Authority:

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

Method of Appointment:

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

Financial Disclosure:

Required

Compensation:

None

Liaison:

LaTonya Coley-McKenly, Executive Director (954) 428-0678, *102#

Meeting Dates:

3rd Wednesday

Functions and Responsibilities:

According to Florida Statutes.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT			Reynolds			12/04/22
Anthony T. Pelt	10647 NW 7 th Place Coral Springs, FL 33071	775-4667(C) 954-708-2195	Self	2022/036	03/15/22	04/20/26
Diane Chisholm	375 NW 7 th Court Deerfield Beach, FL 33441	263-1624	Self	2021/055	04/20/21	09/30/24
VACANT			Mitchell			12/03/25
Pastor Tony Guadagnino	2053 SW 17th Drive Deerfield Beach, FL 33442	673-7769 (C)	Self	2022/036	03/15/22	04/20/26
Annette Mitchell	235 SW 3 rd Court Deerfield Beach, FL 33441	754-422-9698 754-367-3848	Self	2023/047	03/28/23	04/20/27
Gail Battle	633 NW 3 rd Way Deerfield Beach, FL 33441	573-3175 (C)	NEW	2019/103	08/06/19	08/06/23



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1979

Agenda Date: 8/1/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-26-BA for the purchase of a robotic field liner to TinyMobileRobots US, LLC; authorizing the issuance of a purchase order to TinyMobileRobots US, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$41,171.00; providing an effective date. (Funds from Account #001-7020-539-60-43 - Other Mach and Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

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

Fiscal Impact

Costs: \$41,171.00

Account Name: OTHER MACH AND EQUIPMENT

Account Number: 001-7020-539-60-43

Background/History

The City issued ITB#23-26-BA for a Robotic Field Liner. These bids were opened on May 19, 2023, and closed on June 1, 2023, for staff review. The city received two bids from TinyMobileRobots and Turk Tank. The cost difference between the two companies is \$9,828.

Our current procedure to line fields takes an estimated three hours, depending on the dimensions, and with the TinyMobileRobot, A full 11 vs. 11 regulation soccer field will take 22 minutes. A football field without numbers will take 2 hours; with numbers, it will take 4 hours. Unified Lacrosse will take 33 minutes and under. Flag football is roughly 10 minutes. Baseball/softball is between 7-10 minutes.

The TinyMobileRobot is automated, which means once it is set, it can be left on its own. This machine will also not require laying string, measuring, and painting a field manually, which typically takes 2 staff about 1.5 hours to do. It only requires one person to start the Robot, so there would be added productivity from staff to pay more attention to details in the parks. Also, in terms of efficiency, another time-consuming area is the amount of time it typically takes to clean other paint machines. The TinyMobileRobot takes 2 minutes to clean, and it's automated.

A 6-year warranty comes with the purchase. Daily maintenance is required when in use. With proper maintenance, the expected life expectancy should exceed 6 years.

Current Activity

The City currently lines its fields manually for all sporting activities, including painting logos in the center of the field for Athletics Programming. Purchase of the Robotic Field Liner will allow City staff to be more efficient in lining the fields and allow staff the ability to address other areas in the park while the field liner is operational. The TinyMobileRobots bid was the lowest responsive bid at \$41,171, including a six-year warranty.

Recommendation

Staff recommends that the City Commission approve the award of the purchase of the robotic field liner to TinyMobileRobots, as the lowest, responsive and responsible bid.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2023-26-BA FOR THE PURCHASE OF A ROBOTIC FIELD LINER TO TINYMOBILEROBOTS US, LLC; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO TINYMOBILEROBOTS US, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$41,171.00; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation for Bid #2023-26-BA seeking a qualified contractor to supply a robotic field liner (the “Field Liner”) to be utilized by the Department of Parks and Recreation for Park Maintenance (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on May 19, 2023, and the notice was sent to 83 prospective firms via the e-Procurement Marketplace with four (4) vendors viewing the ITB documents; and

WHEREAS, on June 1, 2023, at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) opened the two (2) bids that were timely received, and reviewed the bids to ensure that they met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by TinyMobileRobots US, LLC, (“TinyMobileRobots”) the apparent low bidder, discussed it with the Interim Director of Parks and Recreation and concluded that TinyMobileRobots met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to TinyMobileRobots, the lowest responsible and responsible bidder to the ITB, and authorize the issuance of a purchase order to TinyMobileRobots for the Field Liner in an amount not to exceed \$41,171.00 (the “Purchase Order”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to TinyMobileRobots for the purchase of a robotic field liner in an amount not to exceed \$41,171.00.

Section 3. The City Commission hereby approves the issuance of the Purchase Order to TinyMobileRobots in the amount of \$41,171.00 for the Field Liner.

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

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Teresa Rynard, Director of Parks and Recreation
FROM: Bogdan Avasiloe, Purchasing Manager
DATE: June 26, 2023
RE: **Robotic Field Liner for Parks Maintenance, ITB #23-26-BA**

The Purchasing and Contract Administration Division issued an Invitation to Bid for the Robotic Field Liner for Parks Maintenance, ITB #23-26-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On May 19, 2023 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to eighty-three (83) prospective Offerors via the e-Procurement Marketplace.
- Four (4) vendors viewed the documents of the ITB.
- On June 1, 2023 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- The apparent low bidder, TinyMobileRobots has met all the requirements of the ITB.
- The Purchasing and Contract Administration Division discussed the responses with Interim Assistant Director of Parks and Recreations and concluded that TinyMobileRobots US LLC meets all the requirements of the ITB.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, TinyMobileRobots US LLC is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to TinyMobileRobots US LLC.

Please use this memorandum and all attachments as your backup for the next available Commission meeting.

Att. Tabulation Line Item, Tabulation Summary, Specifications

c: Elizabeth Ricci, Interim Assistant Director of Parks and Recreations



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2029

Agenda Date: 8/1/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Participation Agreement between Broward County and the participating municipalities for participation in the Consolidated Regional E-911 Communications System and the Second Amendment to the Regional Interlocal Agreement between Broward County and the participating municipalities providing for cooperative participation in a regional public safety intranet; providing for execution, conflicts, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Broward County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points. In order to participate in the Regional E-911 System, the County required each municipality to enter into an agreement for participation in the Consolidated Regional E-911 Communications Systems, which the City entered into on September 30, 2013.

In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of the proposed Second Amendment, the "RILA") with the County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communications system.

Current Activity

The second amendment to the Participation Agreement and RILA between Broward County and the City of Deerfield Beach (the "Second Amendment") contains changes to the existing agreements previously approved by the City Commission. Some of the changes include:

- Extends the term of the RILA and Participation Agreement for coterminous, consecutive periods of five (5) years.
- Provides for termination by any city on 365 days' notice (the current agreements otherwise don't specify how to terminate)
- Permits the cities to approve changes to the Engagement Process through the Engagement Process.

Most if not all of these responsibilities found within the Second Amendment are to be handled by BSO

on behalf of the City. Financial responsibilities have not changed and still include end user radios and fire alerting systems

Recommendation

It is recommended that the City Commission approve and authorize execution of the Second Amendment, in substantially the form attached as Exhibit "1".

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITIES FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND THE SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITIES PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; PROVIDING FOR EXECUTION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City Commission approved, and the City executed, the Agreement between the County and the Broward Municipalities, including the City of Deerfield Beach, for Participation in the Consolidated E-911 Communications System, dated on or about September 30, 2013 (the “Participation Agreement”); and

WHEREAS, the purpose of the Participation Agreement is to promote the health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits; and

WHEREAS, in conjunction with the Participation Agreement, the participating parties entered into the Regional Interlocal Agreement (“RILA”) with the County to allocate responsibilities for the deployment of technical resources and responsibilities for countywide public safety communication; and

WHEREAS, on August 17, 2020, pursuant to Resolution No. 2020/103, the City Commission approved, and the City executed, the First Amendment which was subsequently amended by a First Amendment to the Participation Agreement and RILA provided for revisions to acknowledge and adopt the updates to the Operator Agreement between the County and BSO and the operation system; and

WHEREAS, the County is requesting that the City and each participating municipality execute a Second Amendment, attached as Exhibit “1”, to the Participation Agreement and RILA with the County and the Participating Municipalities to: (1) extend the term for another five (5) years for a new expiration date of September 30, 2028, with automatic renewals for subsequent five (5) year terms thereafter, (2) simplify the notice of termination provision to provide for 365 days’ notice, regardless of when the current term ends; and (3) amend Exhibit “C” to the Participation Agreement to provide the parties the authority to modify the Engagement Process, as more specifically described in Exhibit “C”, if such modification is needed in the future (collectively, the “Second Amendment”); and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Second Amendment, attached as Exhibit “1”; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve the Second Amendment.

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

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

Section 2. The City Commission hereby approves the Second Amendment, in substantially the form attached as Exhibit “1”.

Section 3. The Mayor and City Manager are hereby authorized to execute the Second Amendment, 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



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF DEERFIELD BEACH PROVIDING FOR COOPERATIVE PARTICIPATION
IN A REGIONAL PUBLIC SAFETY INTRANET**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality," "City," or "Participating Community") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs"), as well as a countywide interoperable public safety intranet that supports closest unit response in life-threatening emergencies and regional specialty teams.

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement, which was subsequently amended by a First Amendment (as amended prior to the effective date of this Second Amendment, the "RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. County and the Broward Sheriff's Office ("BSO") are negotiating a new interlocal agreement (the "Operator Interlocal Agreement") pursuant to which BSO would staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services.

E. County and Municipality desire to amend the Participation Agreement and the RILA (collectively, the “System Agreements”) to extend the terms of the System Agreements for coterminous, consecutive periods of five (5) years.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Participation Agreement or RILA, as applicable.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect.
3. The effective date of this Second Amendment shall be the date on which it is fully executed by County and the applicable Municipality, or September 30, 2023, whichever occurs first.
4. The provisions of this paragraph shall apply to both of the System Agreements, notwithstanding any contrary provision in either document. The terms of the System Agreements shall be coterminous and are hereby extended for a five (5) year period from October 1, 2023, through September 30, 2028, unless earlier terminated in accordance with this paragraph, and shall be automatically renewed for subsequent five (5) year terms on the same terms and conditions unless terminated in accordance with this paragraph. Any Participating Community may terminate the System Agreements upon at least 365 days’ prior written notice to County; upon such notice, the Systems Agreements shall expire for that Participating Community as of the date stated in the termination notice that is at least 365 days after the date of the notice. Termination of the System Agreements by any one Participating Community will not terminate the System Agreements for any other Participating Community.
5. The Engagement Process set forth in Exhibit C to the RILA may itself be modified through the Engagement Process. Upon such modification, the modified Engagement Process shall automatically be substituted in place of Exhibit C to the RILA without the need for a written amendment.
6. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
7. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: Broward County through its Board Of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2023, and Municipality, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
05/24/2023
Second Amendment PA/RILA
#621352.4

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF DEERFIELD BEACH PROVIDING FOR COOPERATIVE PARTICIPATION
IN A REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

CITY OF DEERFIELD BEACH

ATTEST:

By: _____

CITY MAYOR

HEATHER MONTEMAYOR, CITY CLERK

BILL GANZ

Print Name

_____ day of _____, 2023

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

Anthony, Soroka, City Attorney



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2011

Agenda Date: 8/1/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing the filing of right-of-way maintenance maps for certain rights-of-way deemed dedicated to the City in accordance with Section 95.361, Florida Statutes, as reflected in the attached right-of-way survey maps; providing for execution, certification, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City and its consultants have undertaken design improvements to SW 11th Way/FAU Research Park Boulevard from NE 48th Street to SW 10th Street, SE 2nd Avenue from SE 10th Street to NE Eller Street, and SE 4th Street from the FEC Railroad to SE 2nd Avenue. During the course of design, it was found that property survey lines did not accurately reflect the limits of existing sidewalks currently maintained by the City within these public roadways.

The existing 18 public right-of-way segments, as listed below, have been regularly maintained by the City for at least the immediate past seven years.

FOLIO	ADDRESS
484212-14-0010	910 SW 15 ST DEERFIELD BEACH FL 33441
484212-49-0010	1450-1480 SW 11 WAY DEERFIELD BEACH FL 33441
484212-47-0020	1200 SW 11 WAY DEERFIELD BEACH FL 33441
484306-04-0040	70 SE 4 ST DEERFIELD BEACH FL 33441
474331-01-0720	12-48 NE 2 AVE DEERFIELD BEACH FL 33441
474331-01-0750	15-25 NE 2 AVE DEERFIELD BEACH FL 33441
474331-01-0740	37-53 NE 2 AVE DEERFIELD BEACH FL 33441
484306-06-0260	249 SE 2 AVE DEERFIELD BEACH FL 33441

484306-79-0300	533 SE 2 AVE DEERFIELD BEACH FL 33441
484306-75-0010	SE 3 CT DEERFIELD BEACH FL 33441
484306-07-0160	175 SE 2 AVE DEERFIELD BEACH FL 33441
474331-01-0760	185 E HILLSBORO BLVD DEERFIELD BEACH FL 3344
474331-01-0200	185 NE 2 AVE DEERFIELD BEACH FL 33441
484306-07-0473	206 SE 1 ST DEERFIELD BEACH FL 33441
484306-06-0120	187 SE 2 CT DEERFIELD BEACH FL 33441
484306-07-0280	212 E HILLSBORO BLVD DEERFIELD BEACH FL 33441
474331-01-0690	217 E HILLSBORO BLVD DEERFIELD BEACH FL 33441
484306-00-0641	244 SE 2 AVE DEERFIELD BEACH FL 33441

Current Activity

The referenced right of way segments are part of the City street system. These specific purpose surveys were performed by a Florida Licensed Professional Surveyor for the specific purpose of establishing a survey line and locating the limits of maintained right of way as identified by the maintaining agency. These maps are being recorded pursuant to Section 95.361, Florida Statutes, to indicate that the right of way segments are deemed dedicated to the public and that such dedication vests all right, title, easements, and appurtenances in and to such road in Deerfield Beach, Florida.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve and authorize the filing of the Right-of-Way Maintenance Maps for certain rights of way deemed dedicated to the City in accordance with Section 95.361, Fla. Stat.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING THE FILING OF RIGHT-OF-WAY MAINTENANCE MAPS FOR CERTAIN RIGHTS-OF-WAY DEEMED DEDICATED TO THE CITY IN ACCORDANCE WITH SECTION 95.361, FLORIDA STATUTES, AS REFLECTED IN THE ATTACHED RIGHT-OF-WAY SURVEY MAPS; PROVIDING FOR EXECUTION, CERTIFICATION, AND AN EFFECTIVE DATE

WHEREAS, Section 95.361(2), Florida Statutes, provides that “where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by ...a municipality, ...such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway...The dedication shall vest all right, title, easement, and appurtenances in and to the road in...the municipality, if it is a municipal street or road”; and

WHEREAS, Section 95.361(3), Florida Statutes, provides that the filing of a map in the office of the Clerk of Circuit Court where the land is located showing the lands and reciting on it that the road has been vested in the municipality in accordance with the statute shall be prima facie evidence of ownership of the land by the municipality if the road is a municipal road or street, when the map is duly certified by the Mayor and City Clerk of the municipality; and

WHEREAS, during the course of the design improvement project to SW 11th Way/FAU Research Boulevard, it was determined by City staff and the City’s consultant that the current property survey lines did not accurately reflect the limits of existing sidewalks currently maintained by the City within the public roadways of the project; and

WHEREAS, the existing 18 public right-of-way segments, as listed in Attachment “1”, have been regularly maintained by the City for at least the immediate past seven years; and

WHEREAS, City staff retained a Florida Licensed Professional Surveyor for the specific purpose of preparing the maps, attached as Exhibits “A” through “E”, (collectively, the “Maintenance Maps”) showing the specific geographic areas the City has been maintaining; and

WHEREAS, staff recommends that the City Commission approve, and authorize the filing of the Maintenance Maps, attached as Exhibits “A” through “E”.

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 and authorizes the filing of the Maintenance Maps, attached as Exhibits “A” through “E”, in the office of the Clerk of the Circuit Court, with the rights-of-way specified therein as being dedicated to the City in accordance with Section 95.361, Florida Statutes.

Section 3. The Mayor and City Clerk are authorized to certify this Resolution and the Maintenance Maps, attached as Exhibits “A” through “E”.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including, but not limited to, providing the certified documents to the Broward County Property Appraiser.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

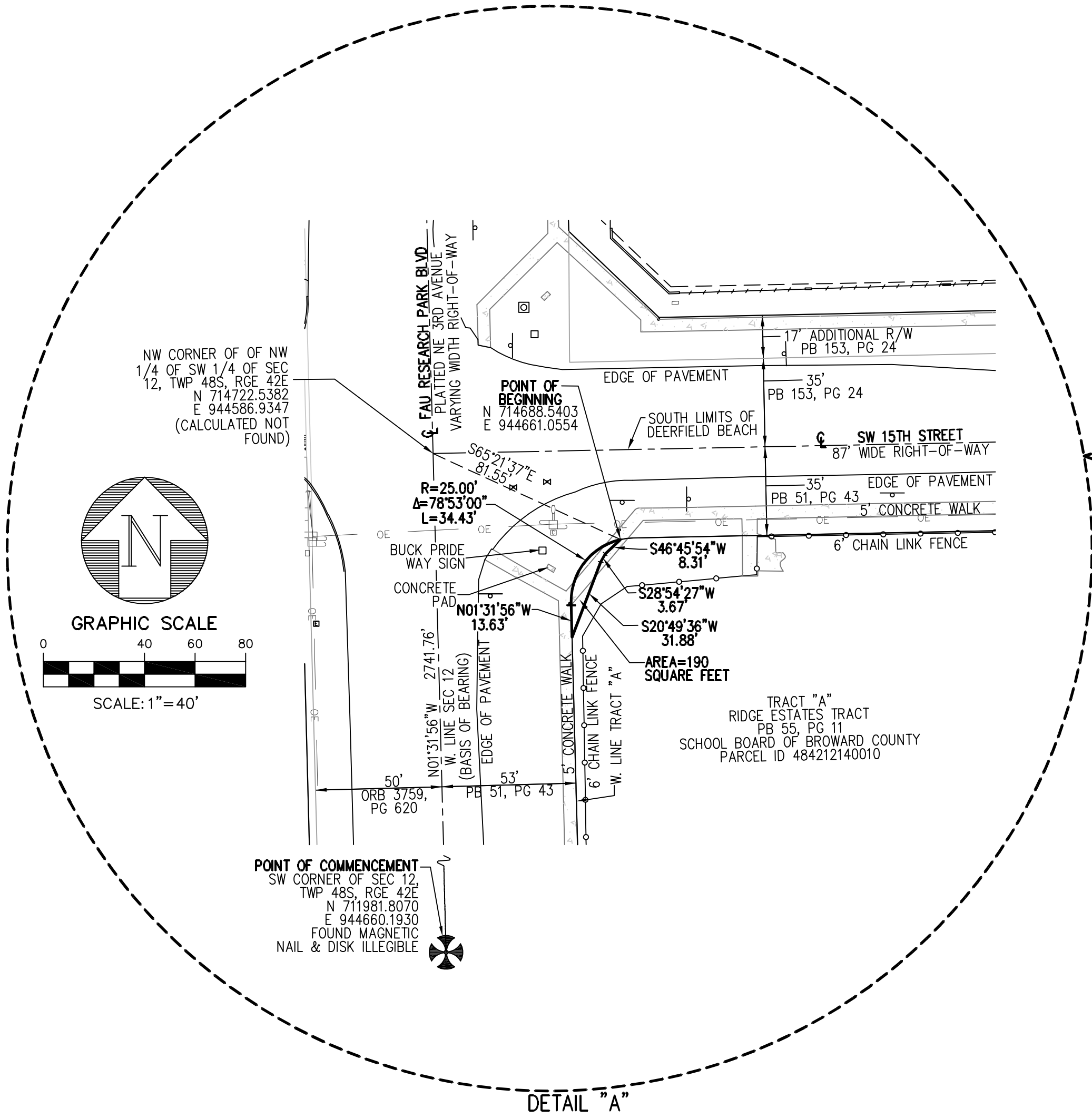
ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

ATTACHMENT "1"

<u>FOLIO</u>	<u>DOC TYPE</u>	<u>INSTR#</u>	<u>RECORDING DATE</u>	<u>GRANTOR</u>	<u>AMOUNT</u>
484212-14-0010	AFF	118875634	5/24/2023	MALIN,JENNIFER	\$0.00
484212-49-0010	AFF	118875635	5/24/2023	MALIN,JENNIFER	\$0.00
484212-47-0020	AFF	118875636	5/24/2023	MALIN,JENNIFER	\$0.00
484306-04-0040	AFF	118948793	6/29/2023	ENGENUITY GROUP INC	\$0.00
474331-01-0720	AFF	118948794	6/29/2023	ENGENUITY GROUP INC	\$0.00
474331-01-0750	AFF	118948795	6/29/2023	ENGENUITY GROUP INC	\$0.00
474331-01-0740	AFF	118948796	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-06-0260	AFF	118948797	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-79-0300	AFF	118948798	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-75-0010	AFF	118948799	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-07-0160	AFF	118948800	6/29/2023	ENGENUITY GROUP INC	\$0.00
474331-01-0760	AFF	118948801	6/29/2023	ENGENUITY GROUP INC	\$0.00
474331-01-0200	AFF	118948802	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-07-0473	AFF	118948803	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-06-0120	AFF	118948804	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-07-0280	AFF	118948805	6/29/2023	ENGENUITY GROUP INC	\$0.00
474331-01-0690	AFF	118948806	6/29/2023	ENGENUITY GROUP INC	\$0.00
484306-00-0641	AFF	118948807	6/29/2023	ENGENUITY GROUP INC	\$0.00

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA



LEGAL DESCRIPTION
A PARCEL OF LAND BEING A PORTION OF TRACT "A" OF THE PLAT OF RIDGE ESTATES TRACT AS RECORDED IN PLAT BOOK 55, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND LYING IN SECTION 12, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 12, N01°31'56"W A DISTANCE OF 2741.76 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 12; THENCE LEAVING SAID WESTERLY LINE, S65°21'37"E A DISTANCE OF 81.55 FEET TO THE POINT OF BEGINNING.

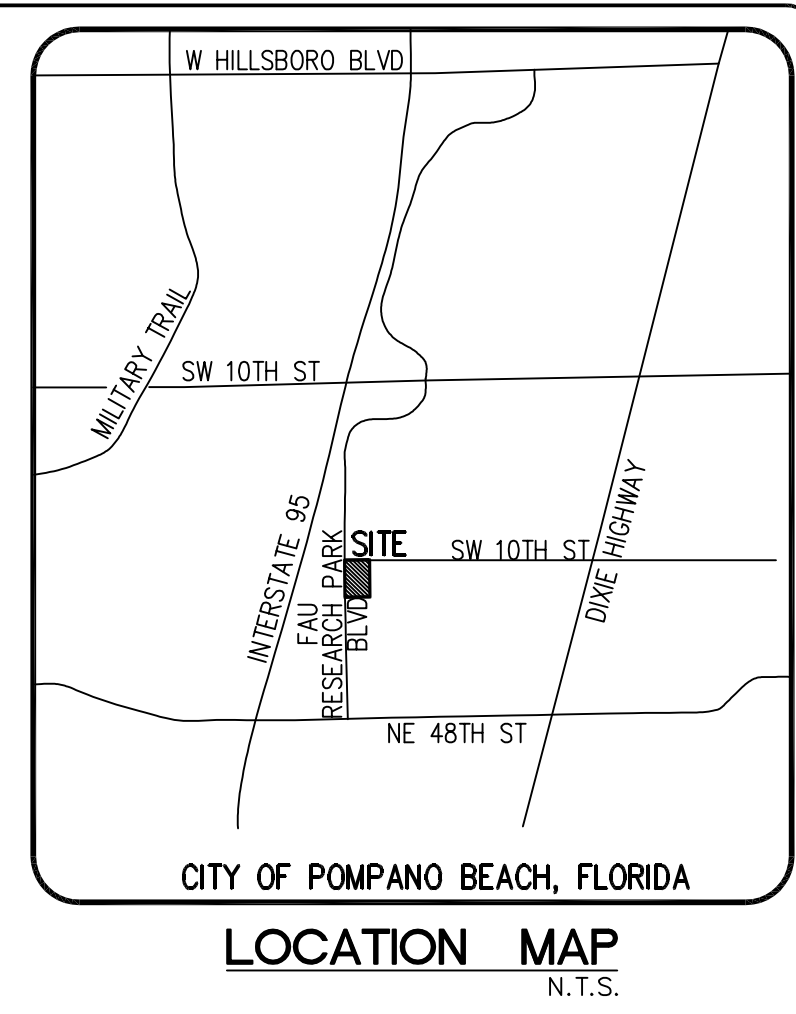
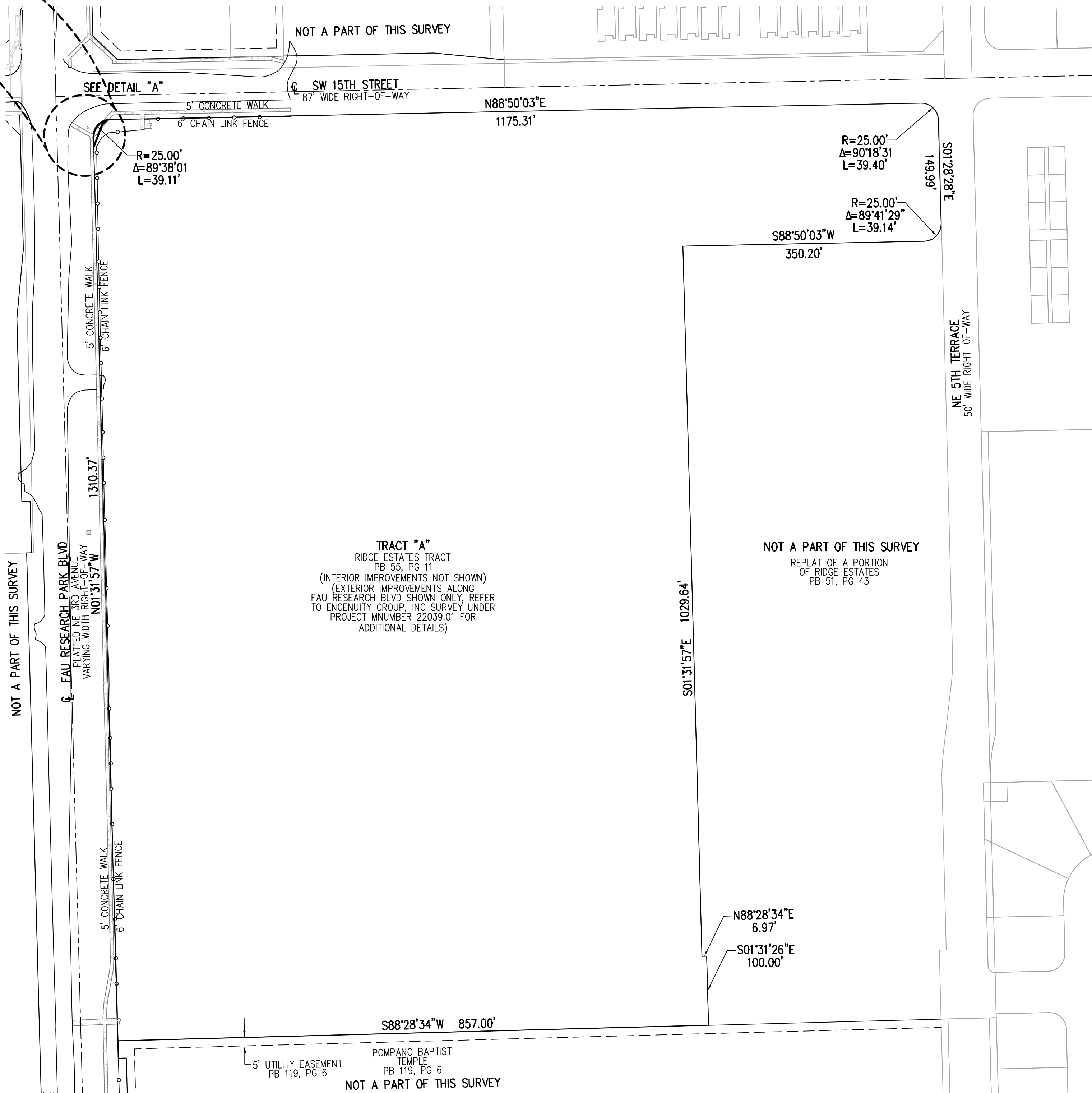
THENCE S46°45'54"W A DISTANCE OF 8.31 FEET; THENCE S28°54'27"W A DISTANCE OF 3.67 FEET; THENCE S20°49'36"W A DISTANCE OF 31.88 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "A"; THENCE NORTHERLY ALONG AND COINCIDENT WITH SAID WESTERLY LINE, N01°31'56"W A DISTANCE OF 13.63 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°53'00" AN ARC DISTANCE OF 34.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 190 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEY DEPICTED HEREON IS CLASSIFIED AS A SPECIFIC PURPOSE SURVEY AND IS IN COMPLIANCE WITH CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.
2. ENGENUITY GROUP, INC. AND THE CERTIFYING SURVEYOR ACCEPT NO RESPONSIBILITY FOR RIGHT-OF-WAYS, EASEMENTS RESTRICTIONS OR OTHER MATTERS AFFECTING TITLE TO THE LANDS SURVEYED OTHER THAN THOSE RECITED IN THE CURRENT DEED AND/OR OTHER INSTRUMENT OF RECORD FURNISHED BY THE CLIENT.
3. UNDERGROUND UTILITIES WERE NOT SEARCHED FOR OR LOCATED BY ENGENUITY GROUP, INC.
4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
5. LAST DATE OF FIELD SURVEY: MAY 5, 2022.
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. ACCURACY STATEMENT: A FIELD SURVEY WAS PERFORMED IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATE STATUTES FOR TOPOGRAPHIC SURVEYS. THE ACCURACY OF CONTROL DATA WAS VERIFIED BY REDUNDANT MEASUREMENTS OF TRAVERSE CLOSURES AND EXCEEDS COMMERCIAL/HIGH RISK: LINEAR: 1 FOOT IN 10,000 FEET.
9. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1:1200 OR SMALLER.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
11. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
12. THIS SURVEY IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
13. PROPERTY LINES SHOWN HEREON WERE OBTAINED FROM BROWARD COUNTY GIS LINENWORK

	R/W
	PB
	PG(S)
	ORB
	DELTA
	RADIUS
	LENGTH
	INFORMATION SIGN (SINGLE POST)
	WATER METER
	CHAIN LINK FENCE
	OVERHEAD ELECTRIC
	WATER VALVE
	WIRE PULL BOX- ELECTRIC
	WIRE PULL BOX- COMCAST
	GUY WIRE
	CONCRETE UTILITY POLE
	CONCRETE UTILITY POLE WITH LIGHT
	SECTION CORNER
	TOWNSHIP
	RANGE
	SECTION



REVISIONS					NO.	DATE	REMARKS	BY
DATE	BY	REVISION	DATE	BY				

©COPYRIGHT 2022 BY ENGENUITY GROUP, INC. THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL SURVEYOR AND ENGENUITY GROUP, INC.

MAINTENANCE MAP FOR:
FAU RESEARCH BOULEVARD
BROWARD COUNTY, FLORIDA

DATE		11-22-2022	SCALE		1"=100' / 1"=40'
CAD FILE		22039.01	SICK PROJECT		22039.01
DRAWN		JTS	CHECKED		JCM
JOB NO.		22039.01	1		1

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL "A" OF TRACE II PLAT AS RECORDED IN PLAT BOOK 142, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND LYING IN SECTION 12, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A", SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S16°28'10"E AND HAVING A RADIUS OF 478.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°26'40" AN ARC DISTANCE OF 87.13 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°16'00" AN ARC DISTANCE OF 252.50 FEET TO A POINT OF NON-TANGENCY; THENCE N44°45'04"E A DISTANCE OF 116.28 FEET TO A POINT OF THE SOUTHERLY LINE OF A 10 FOOT WIDE UTILITY EASEMENT AS RECORDED IN SAID TRACE II PLAT, SAID POINT ALSO BEING ON A CURVE CONCAVE TO THE SOUTHEAST AND WHOSE CENTER BEARS S43°06'39"E AND HAVING A RADIUS OF 468.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°20'54" AN ARC DISTANCE OF 149.88 FEET TO THE POINT OF CUSP OF A CURVE CONCAVE TO THE SOUTH AND WHOSE CENTER BEARS S24°53'05"W AND HAVING A RADIUS OF 28.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°40'39" AND ARC DISTANCE OF 20.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,312 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 8, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

PORTION OF PARCEL "A" OF TRACE II PLAT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	J. MALIN
DATE:	12-08-2022

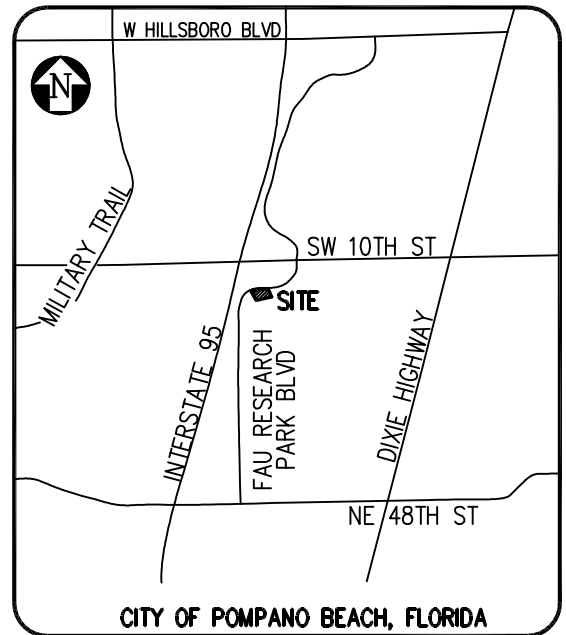


FIELD BOOK #	SHEET: 1 / 3
FLORIDA R.L.S. #	JOB # 22039.01

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

PB PLAT BOOK
 PG PAGE
 ORB OFFICIAL RECORD BOOK
 SEC SECTION
 TWP TOWNSHIP
 RGE RANGE
 CL CENTERLINE
 U.E. UTILITY EASEMENT
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
 R RADIUS
 Δ DELTA
 L LENGTH



LOCATION MAP
 N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°28'28"W ALONG THE EASTERLY LINE OF PARCEL "A" OF THE PLAT OF TRACE II AS RECORDED IN PLAT BOOK 142, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
7. THIS SURVEY IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
8. ALL RECORDS ARE BROWARD COUNTY PUBLIC RECORDS UNLESS OTHERWISE SPECIFIED

FOR:

PORTION OF PARCEL "A" OF TRACE II PLAT

SCALE: N/A
 DRAWN BY: JCM
 CHECKED BY: J. MALIN
 DATE: 12-08-2022



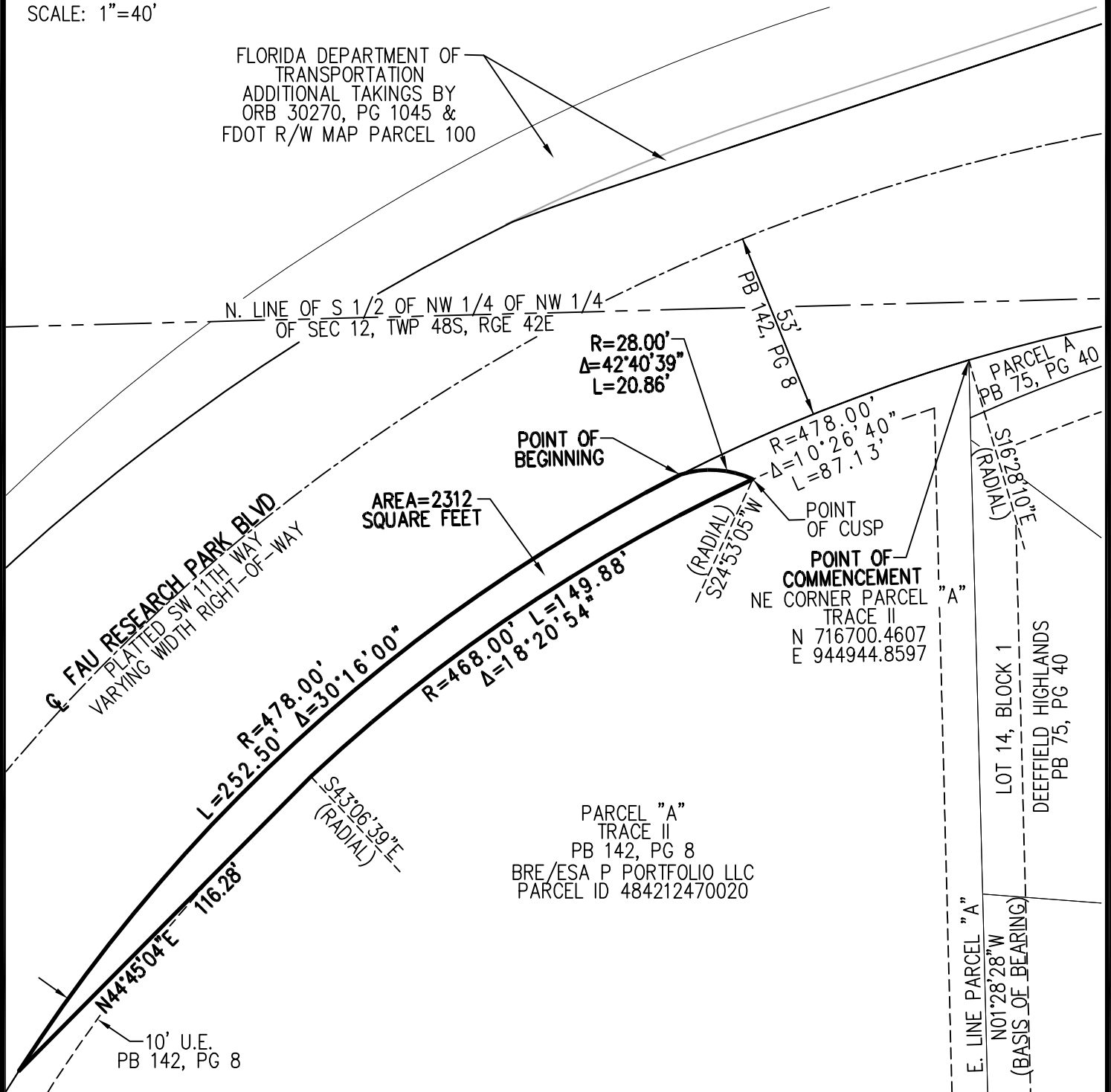
FIELD BOOK	SHEET: 2 / 3
FLORIDA R.L.S. #	JOB # 22039.01



SCALE: 1"=40'

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2

FLORIDA DEPARTMENT OF
TRANSPORTATION
ADDITIONAL TAKINGS BY
ORB 30270, PG 1045 &
FDOT R/W MAP PARCEL 100



FDR:

PORTION OF PARCEL "A" OF TRACE II PLAT

SCALE: 1"=40'

DRAWN BY: JCM

CHECKED BY: J. MALIN

DATE: 12-08-2022



A Higher Standard of Excellence

engenuity
group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

300 LOCK ROAD, SUITE 302, DEEFIELD BEACH, FLORIDA, 33442 (954) 895-0174
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #

SHEET:

3 / 3

JOB #

FLORIDA R.L.S.
#

22039.01

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL "A" OF LOUIS & GENEVA SAMBATARO PLAT AS RECORDED IN PLAT BOOK 153, PAGE 24 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND LYING IN SECTION 12, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 12, N01°31'56"W A DISTANCE OF 2741.76 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 12; THENCE LEAVING SAID WESTERLY LINE, N58°56'08"E A DISTANCE OF 104.32 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A", ALSO BEING THE POINT OF BEGINNING.

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "A" N46°21'07"W A DISTANCE OF 32.40 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE S55°22'32"E A DISTANCE OF 25.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND WHOSE CENTER BEARS N32°56'57"E AND HAVING A RADIUS OF 84.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°32'45" AN ARC DISTANCE OF 16.93 FEET TO A POINT OF NON-TANGENCY AND SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID PARCEL "A"; THENCE ALONG SAID SOUTHERLY LINE S88°50'03"W A DISTANCE OF 12.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 109 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON NOVEMBER 11, 2022. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

PORTION OF PARCEL "A" OF LOUIS & GENEVA SAMBATARO PLAT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	J. MALIN
DATE:	11-11-2022

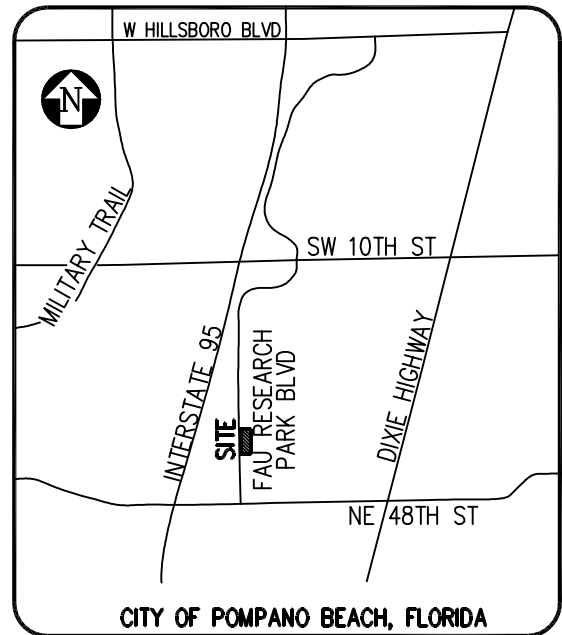


FIELD BOOK #	SHEET: 1 / 3
FLORIDA R.L.S. #	JOB # 22039.01

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

PB PLAT BOOK
 PG PAGE
 SEC SECTION
 TWP TOWNSHIP
 RGE RANGE
 R/W RIGHT-OF-WAY
 CL CENTERLINE
 COR. CORNER
 R RADIUS
 Δ DELTA
 L LENGTH
 SECTION CORNER



LOCATION MAP
 N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°31'56"W ALONG THE WESTERLY LINE OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 42 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
7. THIS SURVEY IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
8. ALL RECORDS ARE BROWARD COUNTY PUBLIC RECORDS UNLESS OTHERWISE SPECIFIED

FOR:

PORTION OF PARCEL "A" OF LOUIS & GENEVA SAMBATARO PLAT

SCALE: N/A
 DRAWN BY: JCM
 CHECKED BY: J. MALIN
 DATE: 11-11-2022



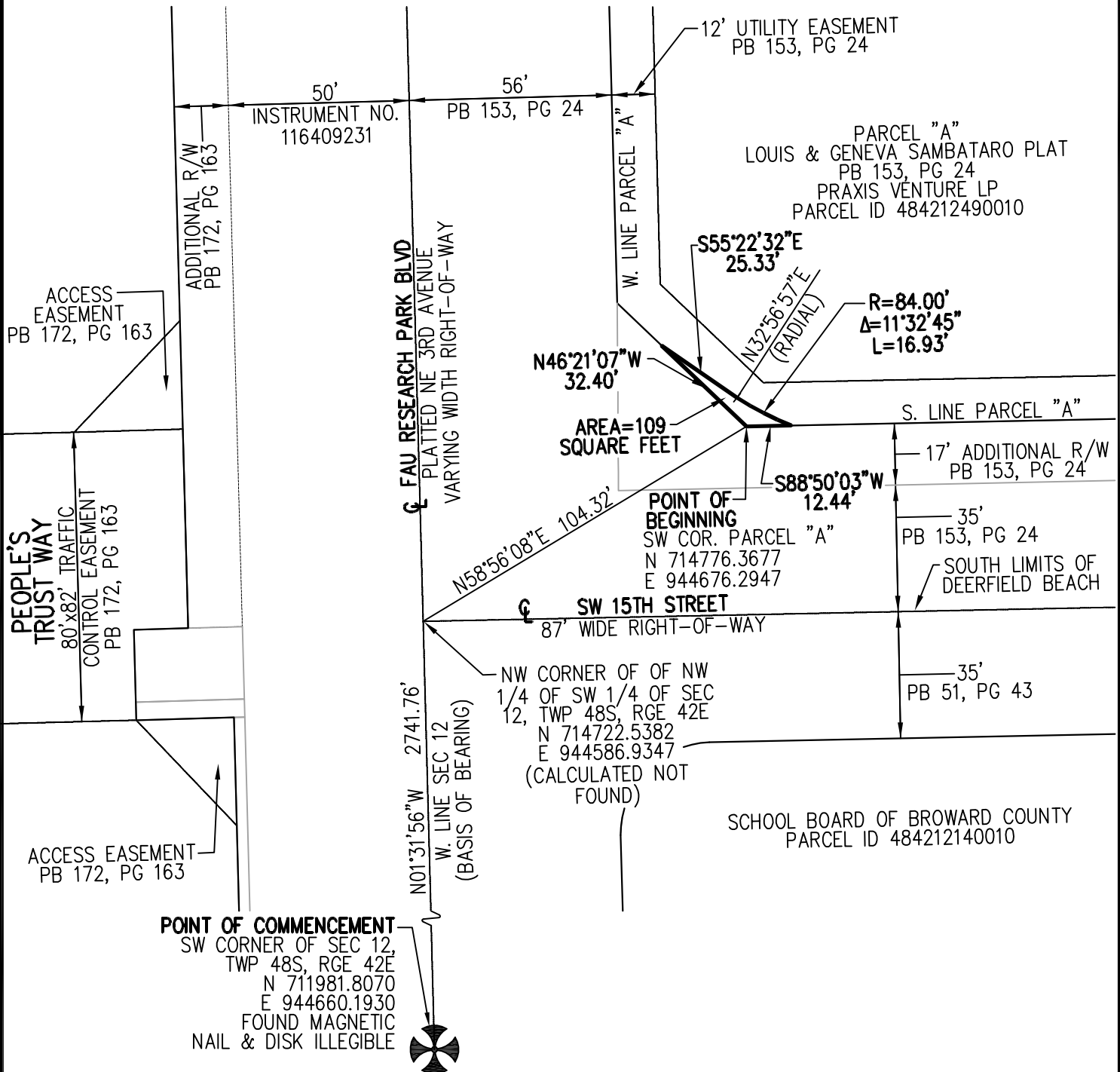
FIELD BOOK	SHEET: 2 / 3
FLORIDA R.L.S. #	JOB # 22039.01



SCALE: 1"=40'

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



FOR:

PORTION OF PARCEL "A" OF LOUIS & GENEVA SAMBATARO PLAT

SCALE: 1"=40'

DRAWN BY: JCM

CHECKED BY: J. MALIN

DATE: 11-11-2022



A Higher Standard of Excellence
engenuity
group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

300 LOCK ROAD, SUITE 302, DEERFIELD BEACH, FLORIDA, 33442 (954) 895-0174
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

3 / 3

JOB NO

FLORIDA R.L.S.
#

22039.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOTS 2-5, BLOCK 4 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, AS SHOWN ON SAID PLAT; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2, S89°23'54"W A DISTANCE OF 11.16 FEET; THENCE LEAVING SAID NORTHERLY LINE S00°46'13"E A DISTANCE OF 9.73 FEET; THENCE N89°13'47"E A DISTANCE OF 1.64 FEET; THENCE S00°36'54"E A DISTANCE OF 190.27 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 5; THENCE ALONG SAID SOUTHERLY LINE N89°23'54"E A DISTANCE OF 11.01 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) OF SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE N01°02'53"W A DISTANCE OF 200.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2067 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 20, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

101-161 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-20-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

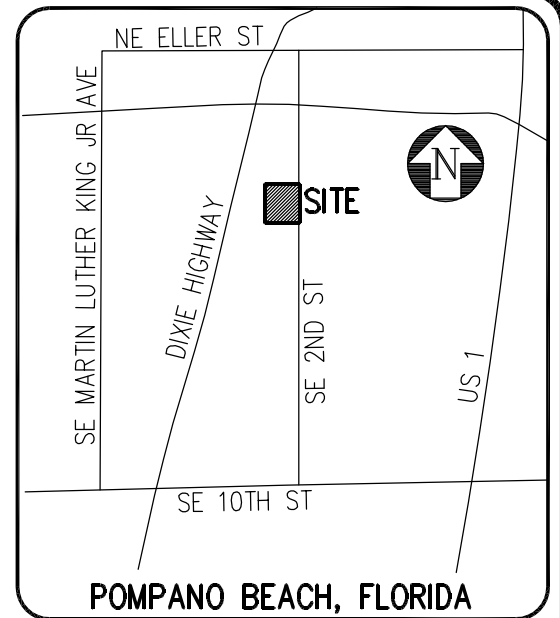
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

101-161 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-20-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

2 / 3

JOB NO

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'

N. LINE LOT 2, BLOCK 4

S89°23'54"W
11.16'

S00°46'13"E
9.73'

N89°13'47"E
1.64'

POINT OF BEGINNING
NE CORNER OF LOT 2, BLOCK 4
PB 2, PG 100 (PBCR)

LOT 2

W. R/W LINE OF NE 2ND AVE

NE 2ND AVENUE

PLATTED SECOND AVENUE
40' RIGHT-OF-WAY
PB 2, PG 100 (PBCR)

CITY OF DEERFIELD BEACH
150 NE 2ND AVE
PARCEL ID: 474331010220

LOT 3

LOT 2-5, BLOCK 4
DEERFIELD DEVELOPMENT
AND LAND CO. SUBDIVISION
PB 2, PG 100 (PBCR)

PROPERTY ID: 474331010210

LOT 4

LOT 5

S. LINE LOT 5, BLOCK 4

N89°23'54"E
11.01'

S00°36'54"E 190.27'

AREA=2067 SQUARE FEET

N01°02'53"W 200.01'
(BASIS OF BEARING)

20'

20'

FOR:

101-161 NE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-20-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #

SHEET:

3 / 3

JOB #

FLORIDA R.L.S. #

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND CONSISTING OF A PORTION OF BLOCK 1 AS SHOWN AS ON JEFFERSON ADDITION TO DEERFIELD, AS RECORDED IN PLAT BOOK 1, PAGE 119, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 3 OF SAID PLAT; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PLAT, N13°58'35"E A DISTANCE OF 498.94 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 1, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 4TH STREET (PLATTED SE 5TH AVENUE) AS RECORDED ON THE PLAT OF RUTH RIDGE, AS RECORDED IN PLAT BOOK 24, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, N88°56'20"E A DISTANCE OF 222.77 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S01°03'40"E A DISTANCE OF 4.50 FEET TO A POINT ON A LINE 4.50 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 4TH STREET (PLATTED SE 5TH AVENUE) OF SAID PLAT; THENCE CONTINUING WESTERLY ALONG SAID PARALLEL LINE, S88°56'20"W A DISTANCE OF 223.98 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF JEFFERSON ADDITION TO DEERFIELD, AS RECORDED IN PLAT BOOK 1, PAGE 119 SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF FEC THE RAILROAD; THENCE NORTHERLY ON SAID LINE, N13°58'35"E A DISTANCE OF 4.66 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1006 FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 14, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

70, 84 & 114 SE 4TH STREET

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK ☒

SHEET:

1 / 3

JOB NO

FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
C CENTERLINE
FEC FLORIDA EAST COAST RAILWAY



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N88°56'20"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 4TH STREET (PLATTED SE 5TH AVENUE) AS RECORDED ON THE PLAT OF RUTH RIDGE AS RECORDED IN PLAT BOOK 24, PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FDR:

70, 84 & 114 SE 4TH STREET

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #

SHEET:

2 / 3

JOB #

FLORIDA R.L.S. #

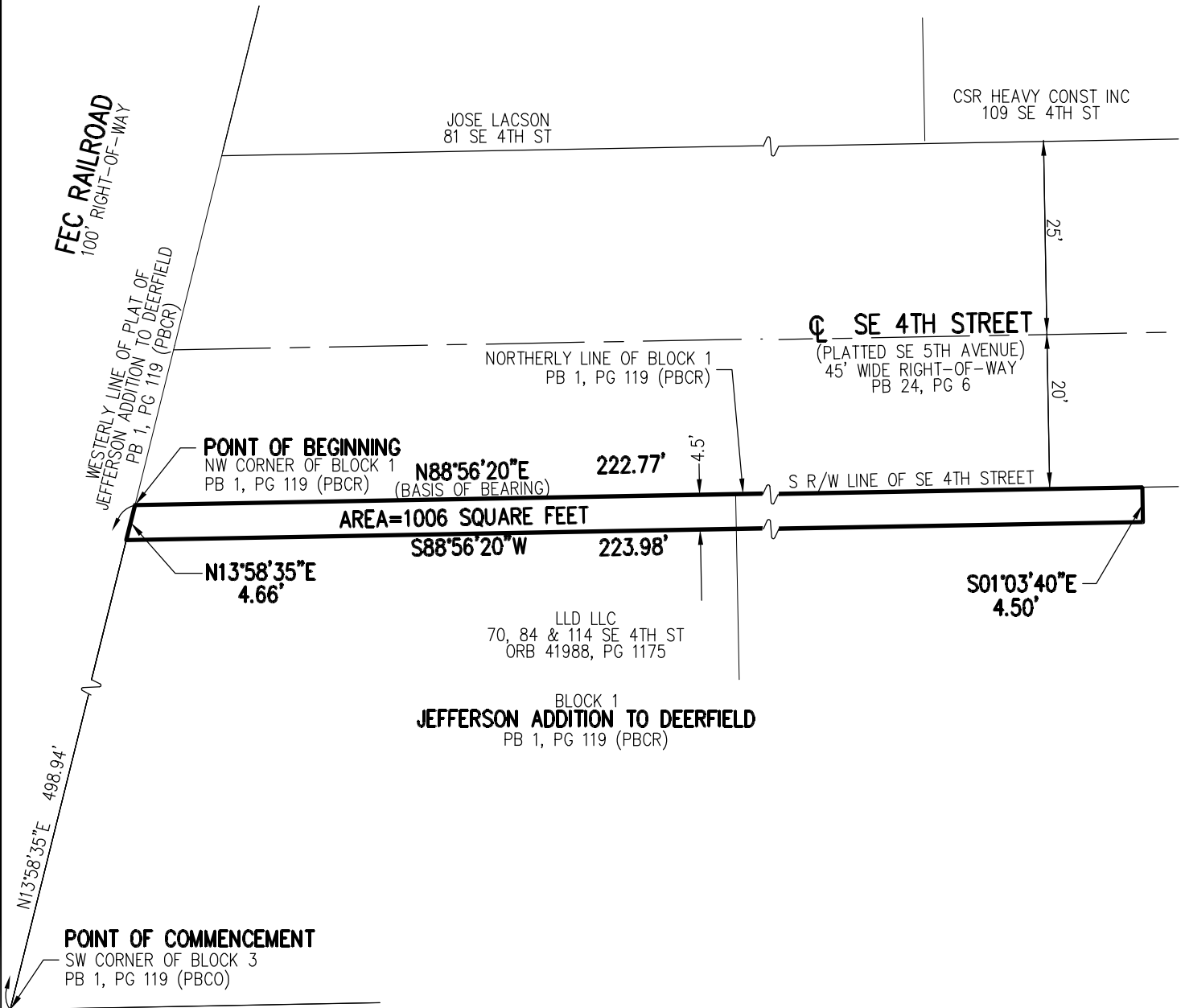
22038.01

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'



FOR:

70, 84 & 114 SE 4TH STREET

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUITYGROUP.COM

FIELD BOOK

SHEET:

3 / 3

JOB

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 5 FOOT STRIP OF LAND CONSISTING OF A PORTION OF LOTS 16-19, BLOCK 12 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16 N89°23'54"E A DISTANCE OF 5.00 FEET TO A POINT ON A LINE 5.00 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) OF SAID PLAT; THENCE ALONG SAID PARALLEL LINE, N01°02'53"W A DISTANCE OF 200.01 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 19; THENCE ALONG SAID NORTHERLY LINE OF LOT 19, S89°23'54"W A DISTANCE OF 5.00 FEET; TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID NE 2ND AVENUE, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 200.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1000 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

12-48 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK ☒

SHEET:

1 / 3

JOB NO

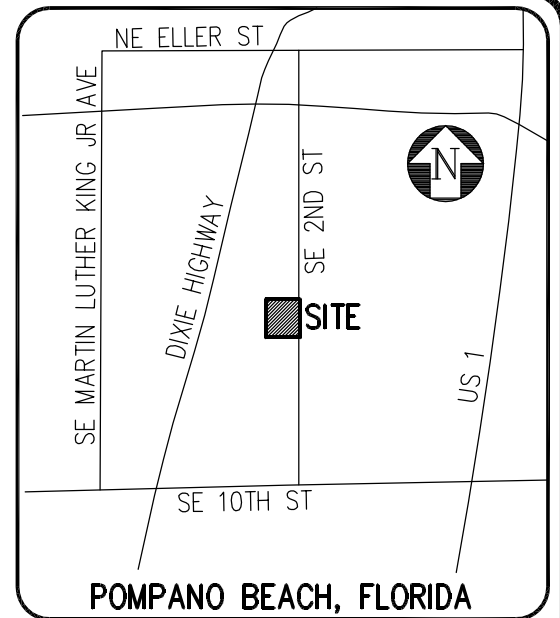
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FDR:

12-48 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK NO

SHEET:

2 / 3

JOB NO

FLORIDA R.L.S. #

22038.01

17.5' PER
DESC IN
ORB 40565,
PG 620

POINT OF BEGINNING
SW CORNER OF LOT 16, BLOCK 12
PB 2, PG 100 (PBCR)

CL HILLSBORO COURT
PLATTED 15' ALLEY
PB 2, PG 100 (PBCR)

Q NE 2ND AVENUE
PLATTED SECOND AVENUE
40' RIGHT-OF-WAY
PB 2, PG 100 (PBCR)

S89°23'54"W
5.00'

NE 1ST STREET
PLATTED HAMPTON AVENUE
40' RIGHT-OF-WAY
PB 2, PG 100 (PBCR)

NORTHERLY LINE OF LOT 19, BLOCK 12
PB 2, PG 100 (PBCR)

S01°02'53"E 200.01'
AREA=1000 SQUARE FEET
N01°02'53"W 200.01'
 (BASIS OF BEARING)

LOT 16-19, BLOCK 12
DEERFIELD DEVELOPMENT
AND LAND CO. SUBDIVISION
PB 2, PG 100 (PBCR)

PROPERTY ID: 474331010720

Diagram showing the E R/W LINE OF 2ND AVE and a 5.0' offset.

SOUTHERLY LINE OF LOT 16, BLOCK 12
PB 2, PG 100 (PBCR)

N89°23'54"E
5.00'

15' ALLEY
PB 2, PG 100
(PBCR)

12-48 NE 2ND AVENUE

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

$$\frac{3}{3}$$

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 5 FOOT STRIP OF LAND CONSISTING OF A PORTION OF LOTS 2-4, BLOCK 13 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER SAID OF LOT 4; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 4, BLOCK 13 OF SAID PLAT, S89°23'54"W A DISTANCE OF 5.00 FEET TO A POINT ON A LINE 5.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) OF SAID PLAT; THENCE ALONG SAID PARALLEL LINE, N01°02'53"W A DISTANCE OF 107.50 FEET; THENCE LEAVING SAID PARALLEL LINE, N89°23'54"E A DISTANCE OF 5.00 FEET; TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID NE 2ND AVENUE, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 107.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 538 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

15-25 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

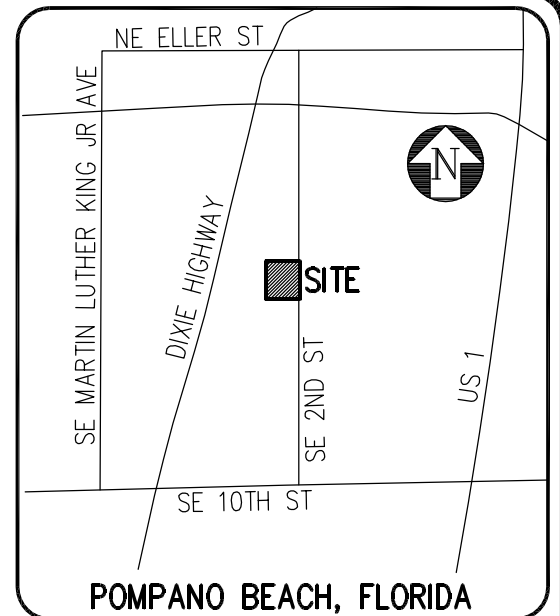
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°02'53"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

15-25 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'

LOT 2

S 1/2 LOT 2, LOT 3, LOT 4
LESS S 17.5', BLOCK 13
DEERFIELD DEVELOPMENT
AND LAND CO. SUBDIVISION
PB 2, PG 100 (PBCR)

PROPERTY ID: 474331010750

LOT 3

LOT 4

SOUTHERLY LINE OF LOT 4, BLOCK 13
PB 2, PG 100 (PBCR)

17.5' PER
DESC IN
ORB 40565,
PG 620
15' ALLEY
PB 2, PG 100
(PBCR)

N89°23'54"E
5.00'

N01°02'53"W
107.50'

AREA=538 SQAURE FEET

S01°02'53"E
(BASIS OF BEARING)
107.50'

W R/W LINE NE 2ND AVE

NE 2ND AVENUE

PLATTED SECOND AVENUE
40' RIGHT-OF-WAY
PB 2, PG 100 (PBCR)

LOT 16-19, BLOCK 12
DEERFIELD DEVELOPMENT
AND LAND CO. SUBDIVISION
PB 2, PG 100 (PBCR)

PROPERTY ID: 474331010720

POINT OF BEGINNING

SE CORNER OF LOT 4, BLOCK 13
PB 2, PG 100 (PBCR)

S89°23'54"W
5.00'

HILLSBORO COURT
PLATTED 15' ALLEY
PB 2, PG 100 (PBCR)

15' ALLEY
PB 2, PG 100
(PBCR)

FOR:

15-25 NE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUITYGROUP.COM

FIELD BOOK

SHEET:

3 / 3

JOB

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 5 FOOT STRIP OF LAND CONSISTING OF A PORTION LOTS 1-2, BLOCK 13 AS SHOWN OF THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 13 OF SAID PLAT, S89°23'54"W A DISTANCE OF 5.00 FEET TO A POINT ON A LINE 5.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) ON SAID PLAT; THENCE ALONG SAID PARALLEL LINE, S01°02'53"E A DISTANCE OF 75.00 FEET; THENCE LEAVING SAID PARALLEL LINE, N89°23'54"E A DISTANCE OF 5.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID NE 2ND AVENUE, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N01°02'53"W A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 375 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

37-53 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

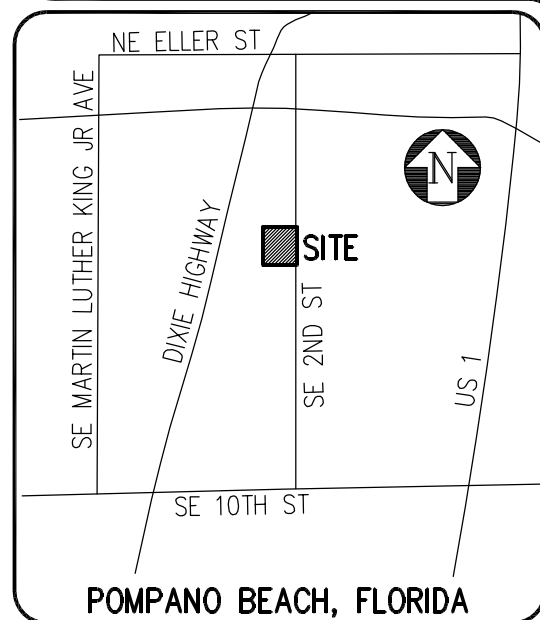
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FDR:

37-53 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
#

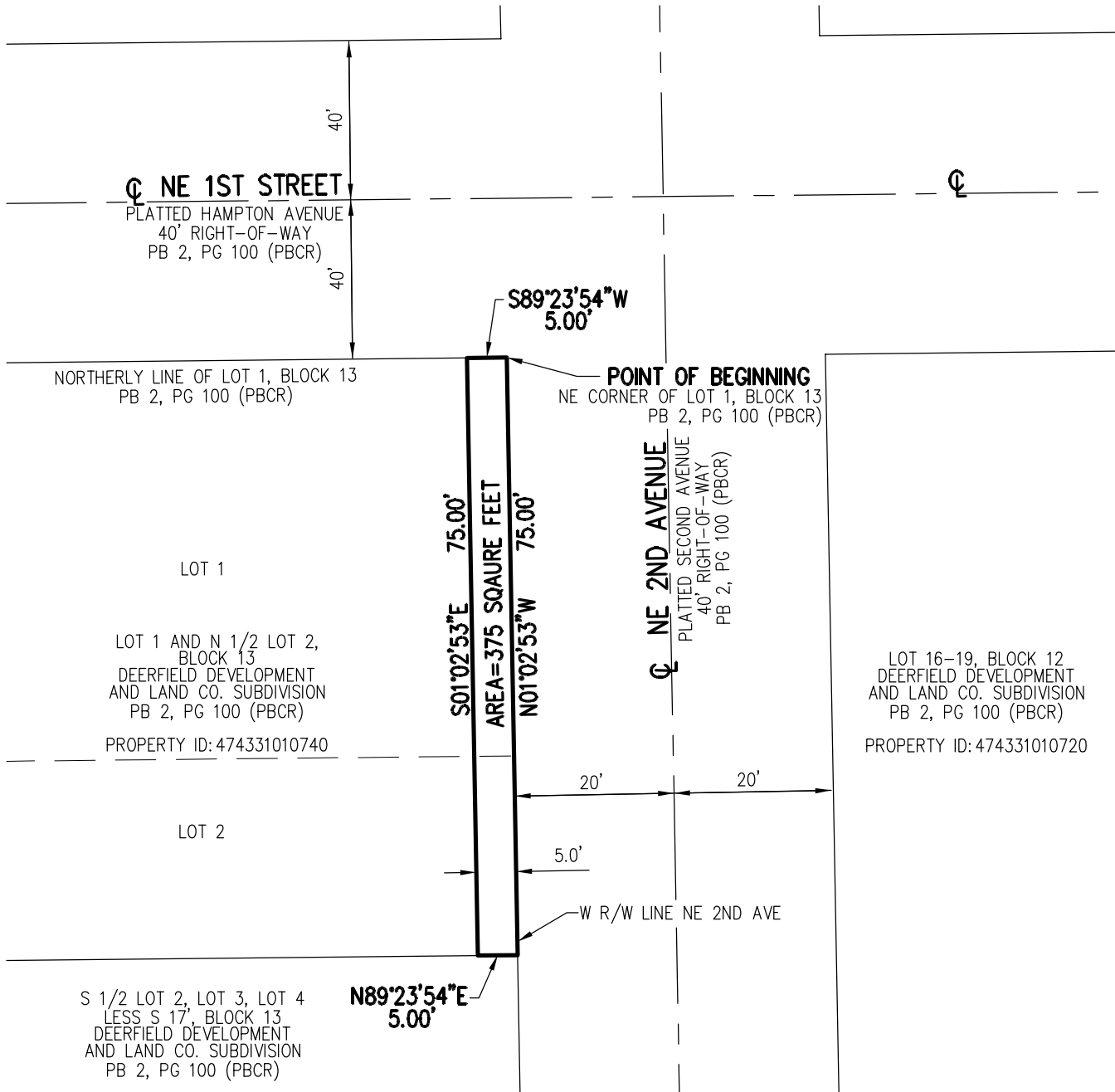
22038.01

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'



FOR:

37-53 NE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUITYGROUP.COM

FIELD BOOK #

SHEET:

3 / 3

JOB #

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 4 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, S89°23'54"W A DISTANCE OF 11.16 FEET; THENCE N00°17'55"W A DISTANCE OF 89.00 FEET; THENCE N89°23'54"E A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED NE 2ND AVENUE) OF SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 89.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 942 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 14, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

165-179 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

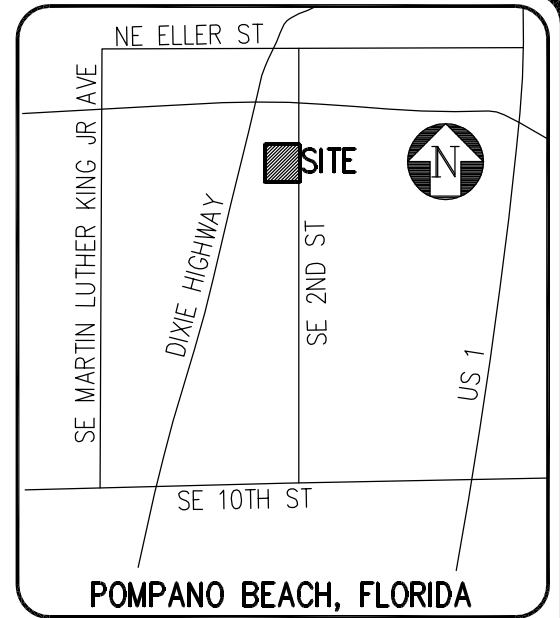
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

165-179 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK NO

SHEET:

2 / 3

JOB NO

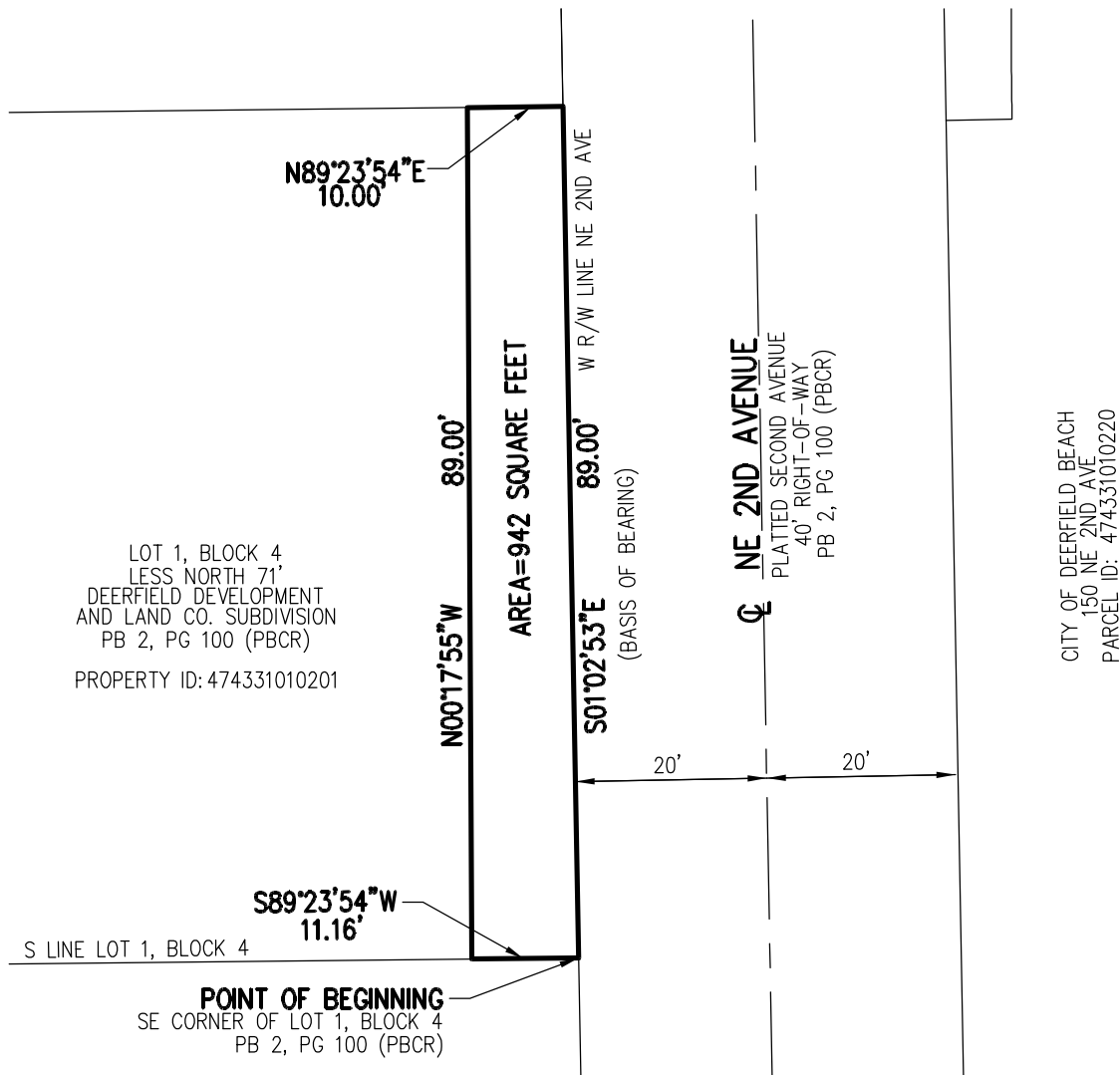
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2**



SCALE: 1"=20'



FOR:

165-179 NE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUITYGROUP.COM

FIELD BOOK #

SHEET:

3 / 3

JOB #

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 10.00 FOOT STRIP OF LAND CONSISTING OF A PORTION LOT 8, BLOCK 3 AS SHOWN OF THE PLAT OF THE TOWN OF DEERFIELD, AS RECORDED IN PLAT BOOK 5, PAGE 131, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 8, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 8, AS RECORDED ON SAID PLAT, S89°17'29"W A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 8, S89°17'29"W A DISTANCE OF 10.00 FEET TO A POINT ON A LINE 10.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) OF SAID PLAT; THENCE ALONG SAID PARALLEL LINE N01°02'53"W A DISTANCE OF 46.56 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 8, THENCE ALONG SAID NORTHERLY LINE N89°17'29"E A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SE 2ND AVENUE, THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S01°02'53"E A DISTANCE OF 46.56 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 466 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FDR:

161 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK NO

SHEET:

1 / 3

JOB NO

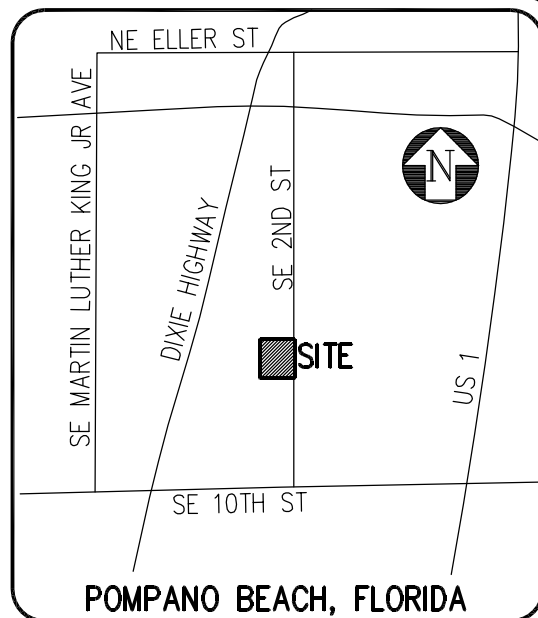
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
☉ CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°02'53"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) AS RECORDED ON THE PLAT OF THE TOWN OF DEERFIELD AS RECORDED IN PLAT BOOK 5, PAGE 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

161 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

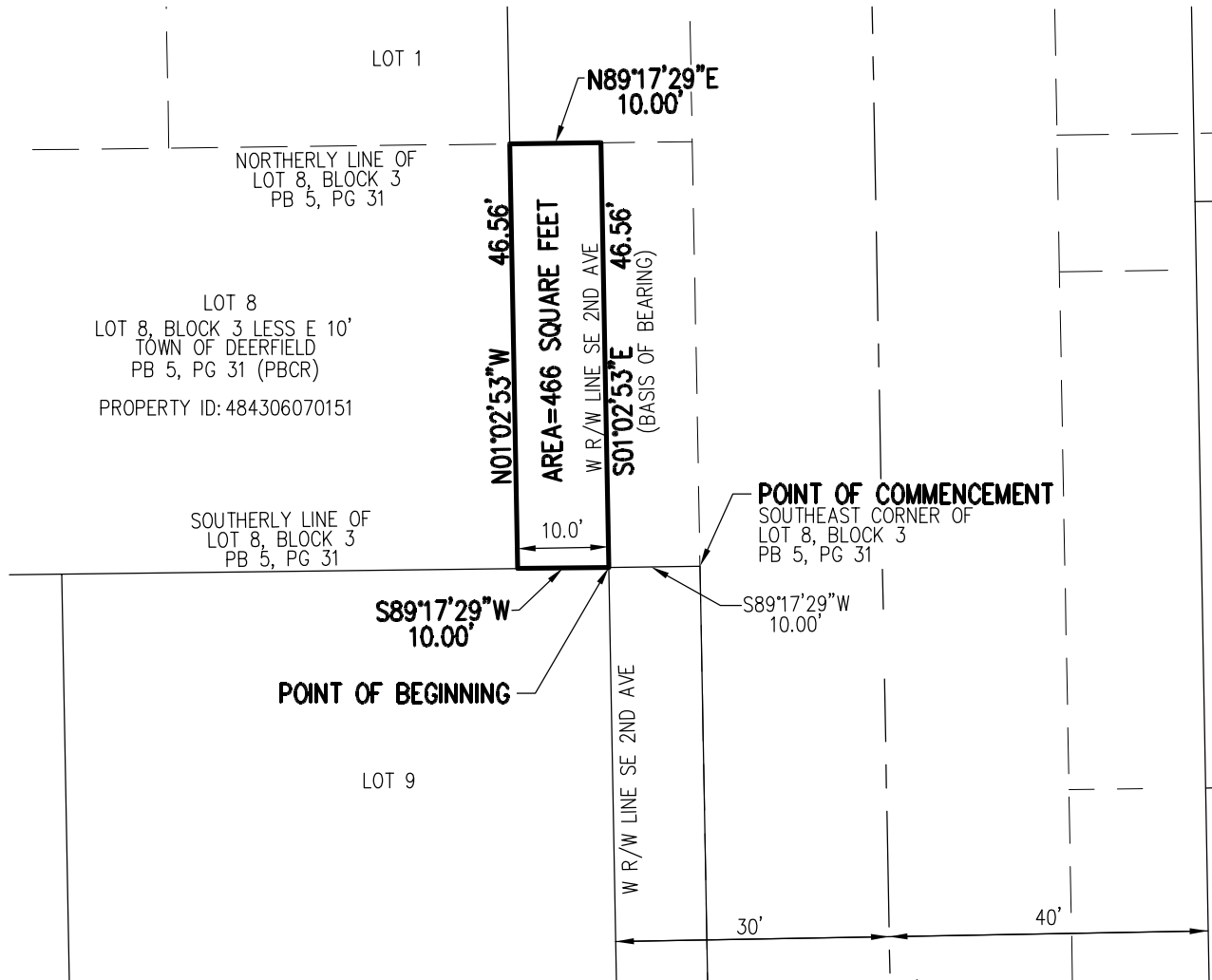
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2**



SCALE: 1"=20'



FOR: **161 SE 2ND AVENUE**

SCALE: 1"=20'
 DRAWN BY: JO
 CHECKED BY: CAR
 DATE: 06-15-2023

A Higher Standard of Excellence
 **engenuity** group inc.
 ENGINEERS • SURVEYORS • GIS MAPPERS
 1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUITYGROUP.COM

FIELD BOOK	SHEET: 3 / 3
FLORIDA R.L.S. #	JOB # 22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 4 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 1, S89°23'54"W A DISTANCE OF 11.16 FEET; THENCE N00°17'55"W A DISTANCE OF 89.00 FEET; THENCE N89°23'54"E A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED NE 2ND AVENUE) OF SAID PLAT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 89.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 942 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 14, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

165-179 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

1 / 3

JOB NO

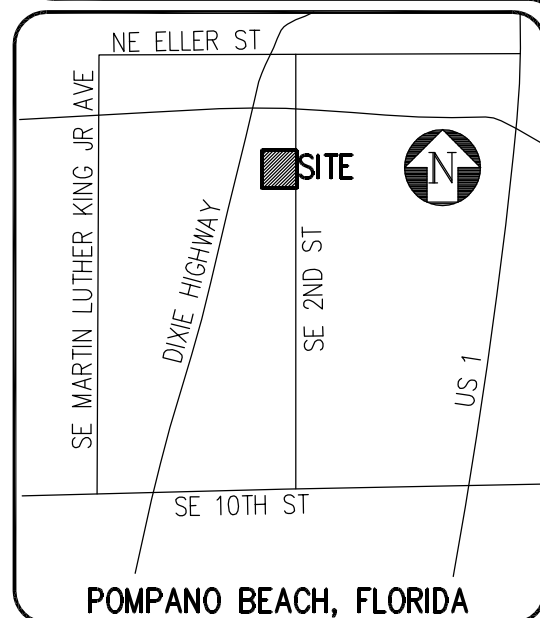
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

165-179 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
#

22038.01

LOT 1, BLOCK 4
LESS NORTH 71'
DEERFIELD DEVELOPMENT
AND LAND CO. SUBDIVISION
PB 2, PG 100 (PBCR)
PROPERTY ID: 474331010201

POINT OF BEGINNING
SE CORNER OF LOT 1, BLOCK 4
PB 2, PG 100 (PBCR)

AREA=942 SQUARE FEET

N89°23'54"E
10.00'

S89°23'54"W
11.16'

N00°17'55"W
89.00'

S01°02'53"E
89.00'
(BASIS OF BEARING)

W R/W LINE NE 2ND AVE

NE 2ND AVENUE
PLATTED SECOND AVENUE
40' RIGHT-OF-WAY
PB 2, PG 100 (PBCR)

20'

20'

S LINE LOT 1, BLOCK 4

CITY OF DEERFIELD BEACH
150 NE 2ND AVE
PARCEL ID: 474-331010220

Page 165 of 662

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND CONSISTING OF A PORTION OF LOT 9, BLOCK 3 AS SHOWN ON THE PLAT OF THE TOWN OF DEERFIELD, AS RECORDED IN PLAT BOOK 5, PAGE 131, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 9, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 9, S89°17'29"W A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) OF SAID PLAT, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE LEAVING SAID NORTHERLY LINE, ALONG SAID RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 108.45 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'48", AN ARC DISTANCE OF 23.18 FEET TO A POINT ON A LINE 10.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE SAID SE 2ND AVENUE, SAID POINT ALSO BEING A POINT OF CUSP, THENCE ALONG SAID PARALLEL LINE N01°02'53"W A DISTANCE OF 128.51 FEET TO A POINT ON SAID NORTHERLY LINE OF LOT 9, BLOCK 3 AS SHOWN ON THE PLAT OF THE TOWN OF DEERFIELD; THENCE ALONG SAID NORTHERLY LINE N89°17'29"E A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1225 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

175 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK №

SHEET:

1 / 3

JOB №

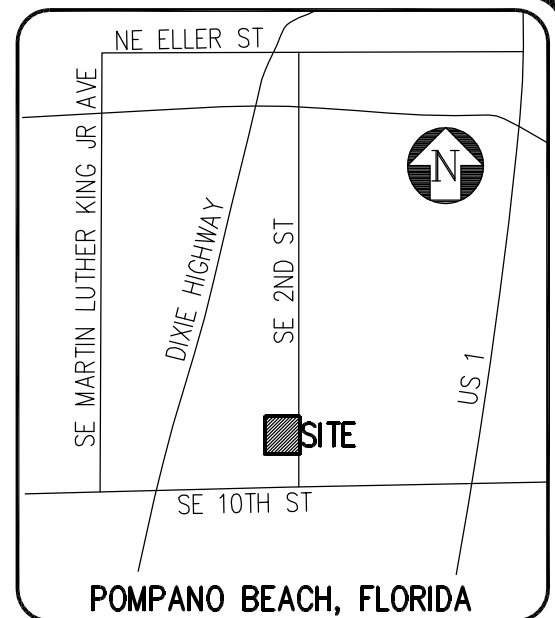
FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

N.T.S. NOT TO SCALE
 PB PLAT BOOK
 PG PAGE
 R/W RIGHT-OF-WAY
 PBCR PALM BEACH COUNTY RECORDS
 CL CENTERLINE
 R RADIUS
 L LENGTH
 Δ DELTA



LOCATION MAP
 N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°02'53"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) AS RECORDED ON THE PLAT OF THE TOWN OF DEERFIELD AS RECORDED IN PLAT BOOK 5, PAGE 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

175 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

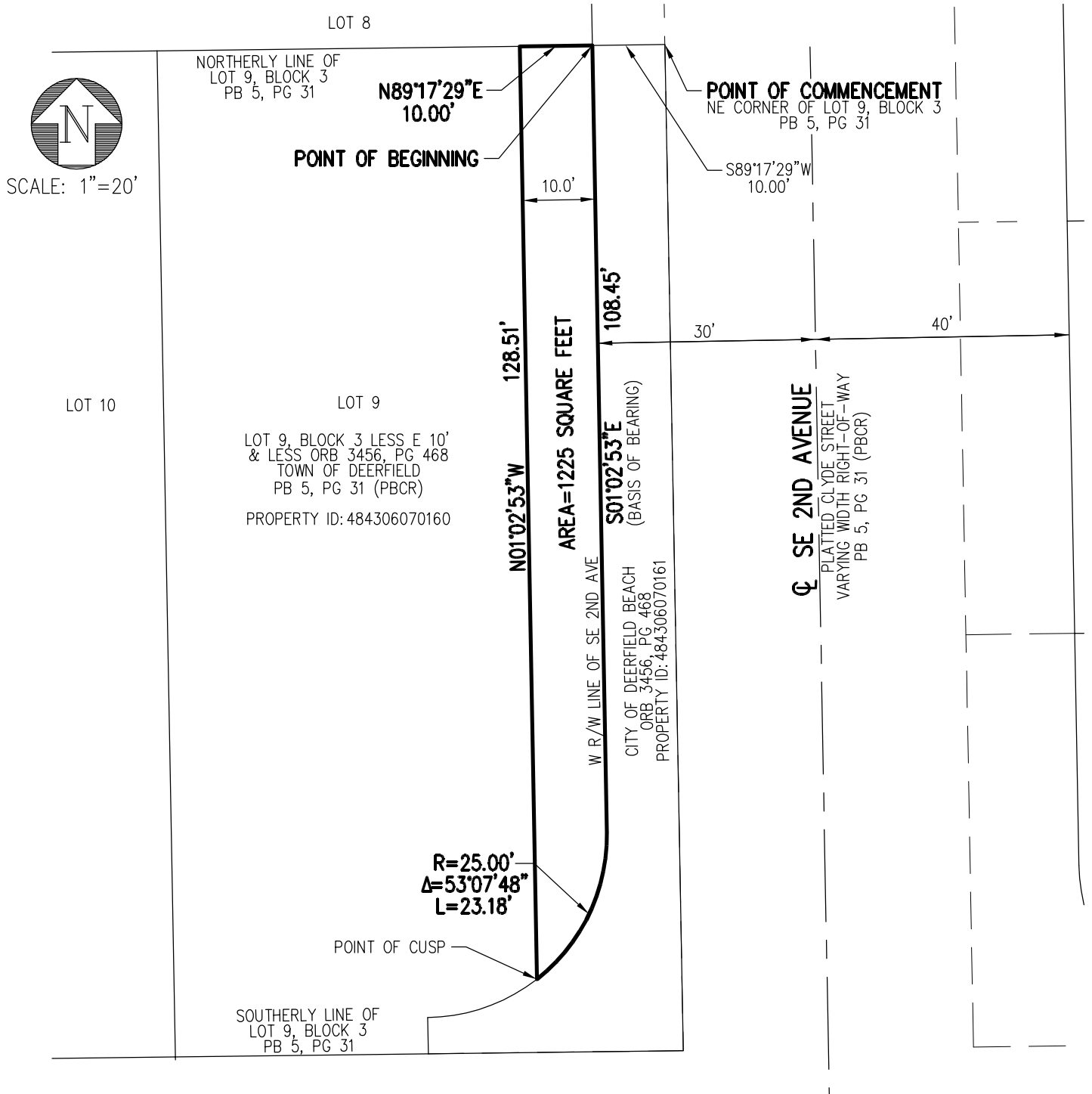
2 / 3

JOB №

FLORIDA R.L.S.
 #

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2**



FOR: **175 SE 2ND AVENUE**

SCALE: 1"=20'
 DRAWN BY: JO
 CHECKED BY: CAR
 DATE: 06-15-2023

A Higher Standard of Excellence

 ENGINEERS • SURVEYORS • GIS MAPPERS
 1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #	SHEET: 3 / 3
FLORIDA R.L.S. #	JOB # 22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 5, BLOCK 13 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 5, S89°23'54"W A DISTANCE OF 15.00 FEET TO A POINT ON A LINE THAT IS 15 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) OF SAID PLAT; THENCE ALONG SAID PARALLEL LINE, S01°02'53"E A DISTANCE OF 17.00 FEET TO A POINT ON A LINE THAT IS 17.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF LOT 5; THENCE ALONG SAID PARALLEL LINE, N89°23'54"E A DISTANCE OF 10.00 FEET TO A POINT OF A LINE THAT IS 5.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NE 2ND AVENUE; THENCE ALONG SAID PARALLEL LINE, S01°02'53"E A DISTANCE OF 94.17 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 12.00 FEET AND WHOSE CENTER BEARS N36°44'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°17'37", AN ARC DISTANCE OF 11.37 FEET TO A POINT OF NON-TANGENCY SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N01°02'53"W A DISTANCE OF 101.39 TO THE **POINT OF BEGINNING**.

CONTAINING 711 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

185 EAST HILLSBORO BOULEVARD

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK №

SHEET:

1 / 3

JOB №

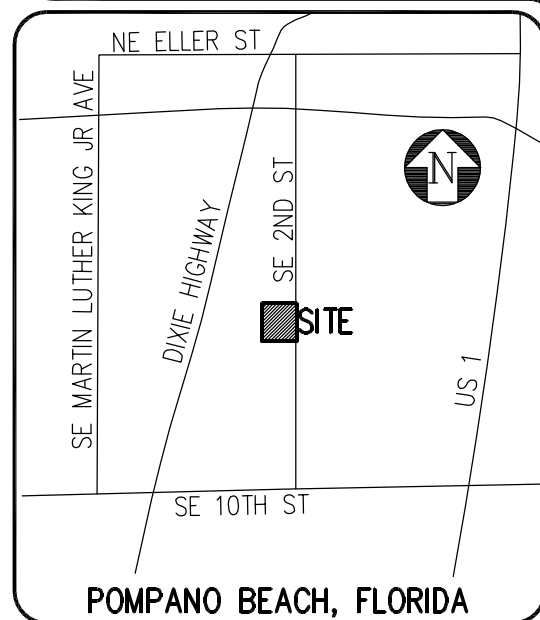
FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

N.T.S. NOT TO SCALE
 PB PLAT BOOK
 PG PAGE
 R/W RIGHT-OF-WAY
 PBCR PALM BEACH COUNTY RECORDS
 CL CENTERLINE
 R RADIUS
 L LENGTH
 Δ DELTA
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION



LOCATION MAP
 N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FDR:

185 EAST HILLSBORO BOULEVARD

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
 #

22038.01

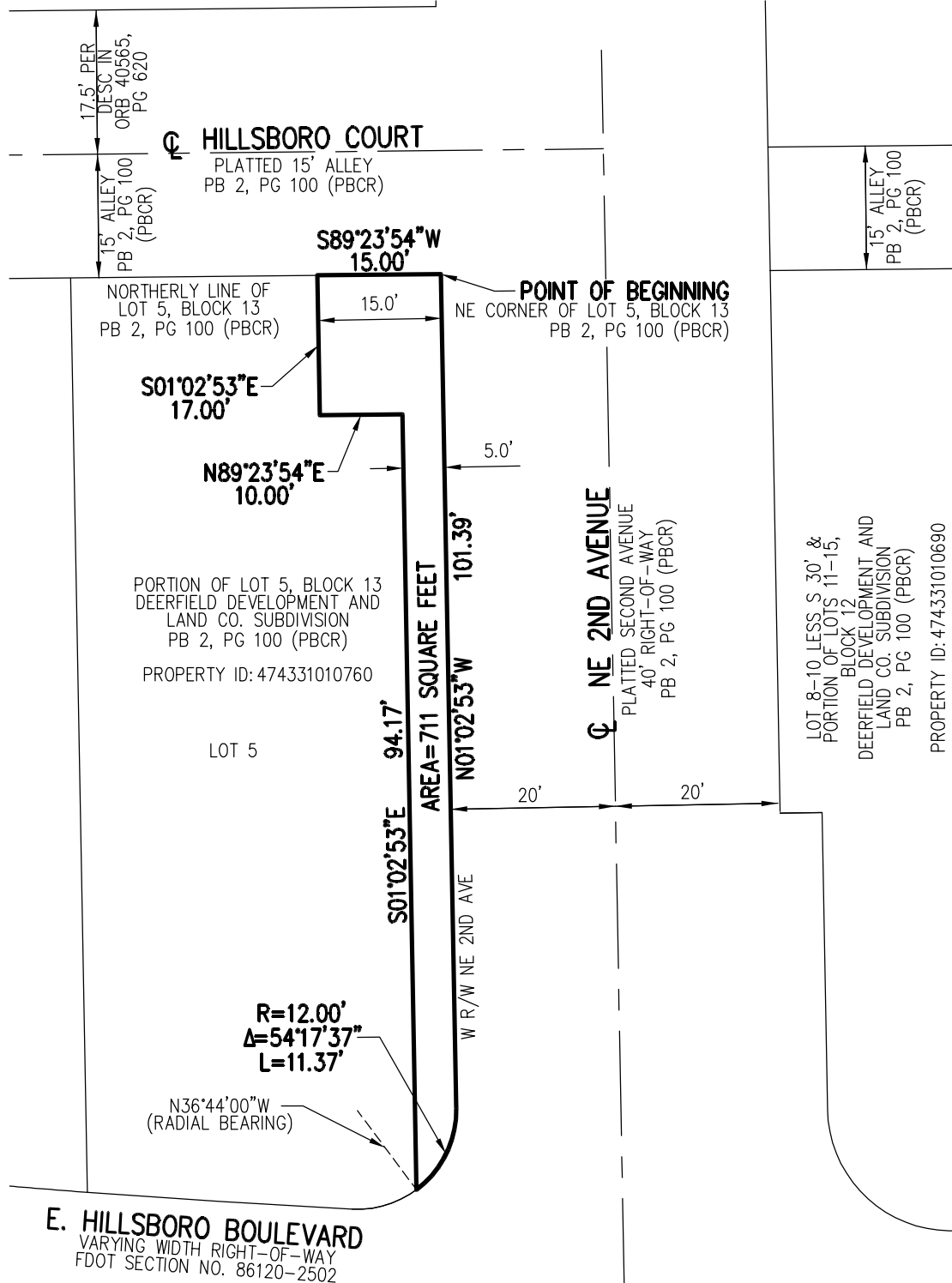


SCALE: 1"=20'

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



FDR:

185 EAST HILLSBORO BOULEVARD

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

3 / 3

JOB NO

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 7 FOOT STRIP OF LAND BEING A PORTION OF LOT 1, BLOCK 4 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF ELLER STREET (PLATTED LEE AVENUE) AS RECORDED ON SAID PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, N89°23'54"E A DISTANCE OF 8.53 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 1, N89°23'54"E A DISTANCE OF 11.95 FEET; THENCE LEAVING SAID NORTHERLY LINE, S45°48'19"E A DISTANCE OF 19.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) OF SAID PLAT; THENCE ALONG SAID RIGHT-OF-WAY LINE S01°02'53"E A DISTANCE OF 56.96 FEET TO A POINT ON A LINE BEING THE SOUTHERLY LINE OF THE NORTHERLY 71.00 FEET OF SAID LOT 1; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S89°23'54"W A DISTANCE OF 7.00 FEET TO A POINT ON A LINE 7.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID NE 2ND AVENUE; THENCE ALONG SAID PARALLEL LINE, N01°02'53"W A DISTANCE OF 54.02 FEET; THENCE LEAVING SAID PARALLEL LINE, N45°48'19"W A DISTANCE OF 14.16 FEET TO A POINT ON A LINE 7.00 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ELLER STREET AND THE NORTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, S89°23'54"W A DISTANCE OF 9.06 FEET; THENCE LEAVING SAID PARALLEL LINE N00°36'06"W A DISTANCE OF 7.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 581 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

185 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JCM

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

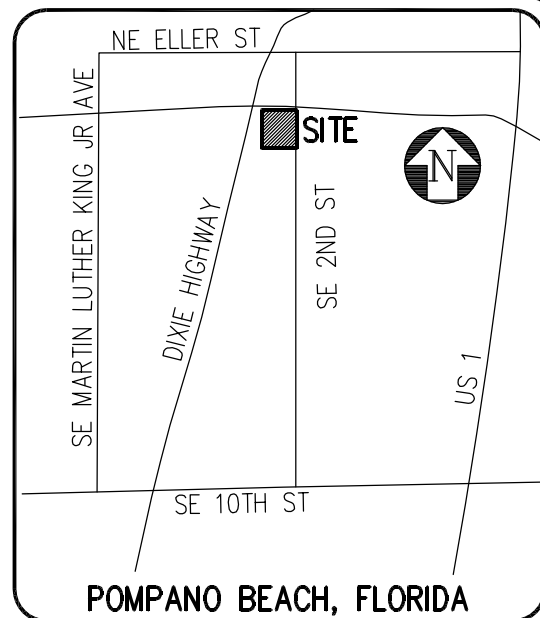
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

185 NE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK №

SHEET:

2 / 3

JOB №

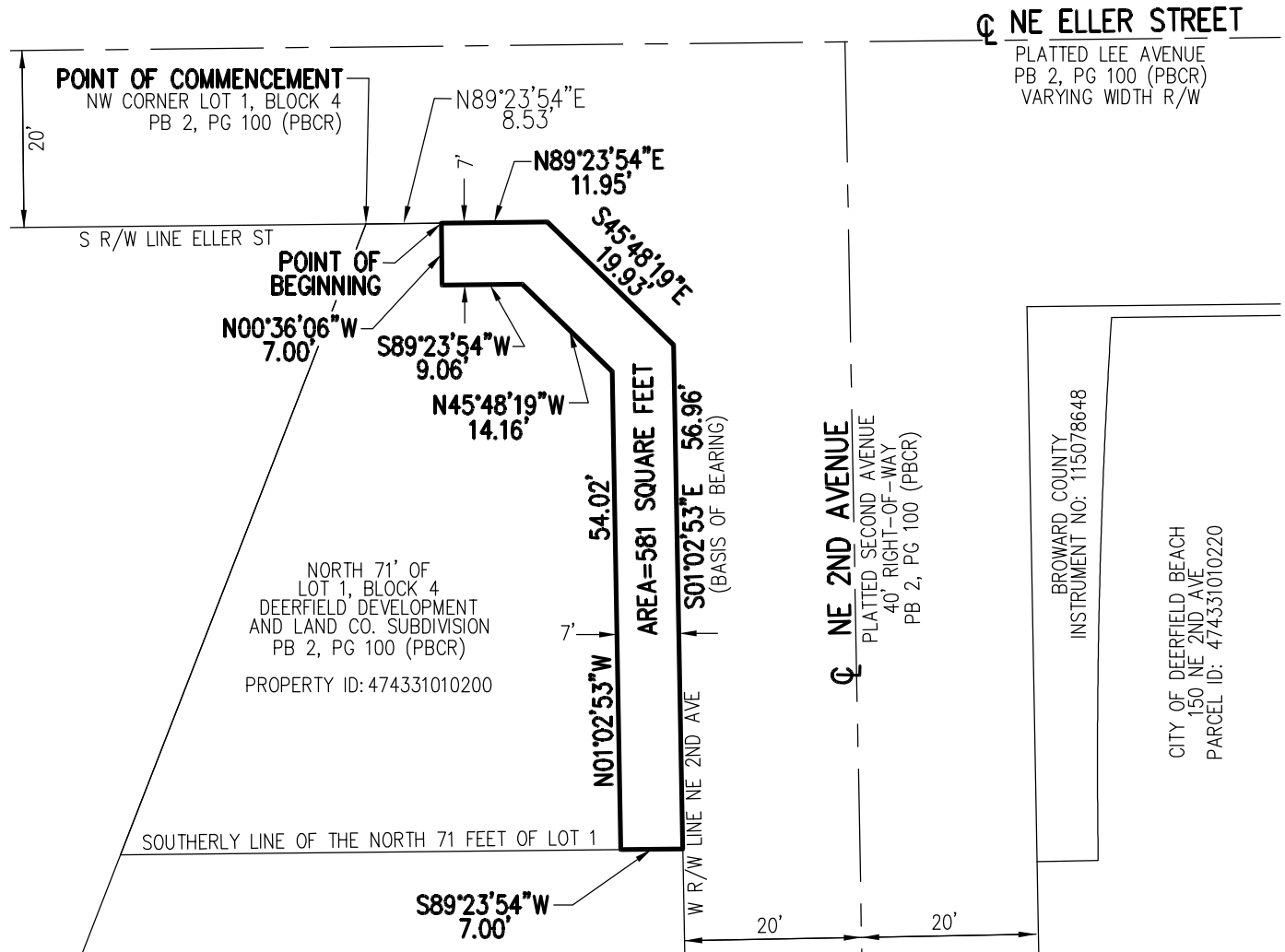
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2**



SCALE: 1"=20'



FDR:

185 NE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

3 / 3

JOB NO

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOTS 6, 7, 10, 11, AND THAT CERTAIN 15.00 FOOT VACATED ALLEY BETWEEN LOTS 6 AND 7, BLOCK 8, AS SHOWN ON THE PLAT OF TOWN OF DEERFIELD, AS RECORDED IN PLAT BOOK 5, PAGE 31, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 6, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SE 1ST STREET OF SAID PLAT, N89°17'29"E A DISTANCE OF 40.15 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 AND WHOSE CENTER BEARS S00°42'31"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°20'22", AN ARC DISTANCE OF 39.42 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°15'37", AN ARC DISTANCE OF 7.09 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) OF SAID PLAT; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 285.41 TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC DISTANCE OF 7.09 FEET TO A POINT ON A LINE 1.00 FOOT EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE SAID POINT ALSO BEING A POINT OF CUSP, THENCE NORTHERLY ALONG SAID PARALLEL LINE N01°02'53"W A DISTANCE OF 299.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 295 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

206 SE 1ST STREET & 164, 180 & 196 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK №

SHEET:

1 / 3

JOB №

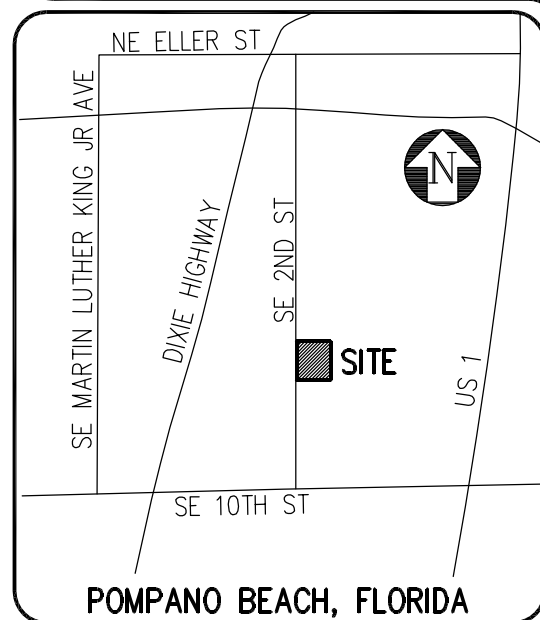
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE
R RADIUS
L LENGTH
Δ DELTA



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°02'53"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) AS RECORDED ON THE PLAT OF DEERFIELD AS RECORDED IN PLAT BOOK 5, PAGE 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

206 SE 1ST STREET & 164, 180 & 196 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S. #

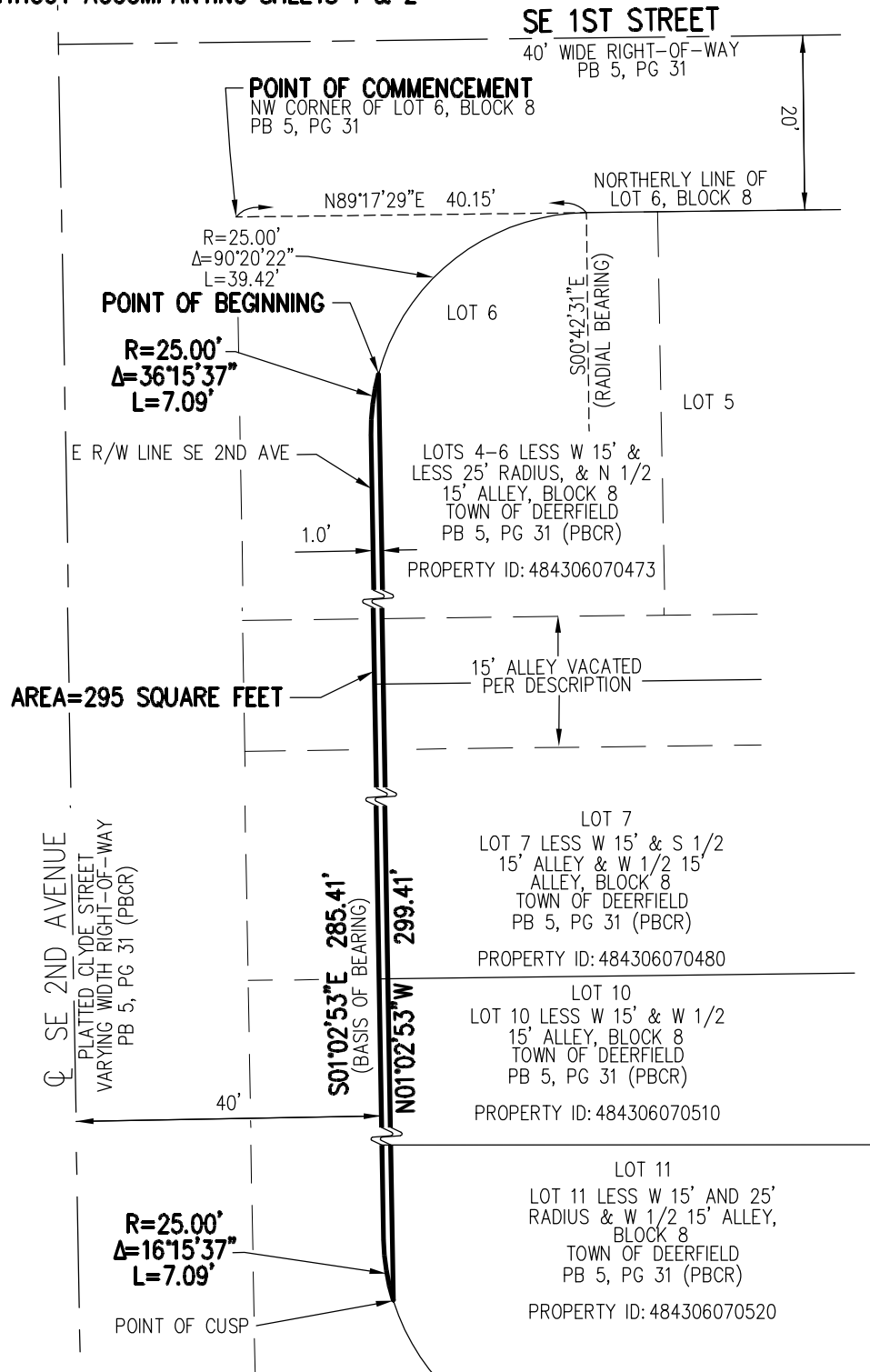
22038.01

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'



FOR:

206 SE 1ST STREET & 164, 180 & 196 SE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUINITYGROUP.COM

FIELD BOOK №

SHEET:

3 / 3

JOB №

FLORIDA R.L.S. #

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND CONSISTING OF A PORTION OF LOTS 1 AND 13, BLOCK 1 AS SHOWN ON THE PLAT OF T H JACKSON'S ADDITION TO DEERFIELD, AS RECORDED IN PLAT BOOK 2, PAGE 64, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 13, SAID CORNER ALSO LYING ON THE CENTERLINE OF SE 2ND AVENUE OF SAID PLAT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 13, S89°17'29"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE AS RECORDED IN THE OFFICIAL RECORD BOOK 3371, PAGE 492 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE LEAVING SAID SOUTHERLY LINE, AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N01°02'53"W A DISTANCE OF 284.13 FEET, THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE S21°01'10"W A DISTANCE OF 9.32 FEET TO A POINT ON A LINE PARALLEL WITH AND 3.50 FEET WESTERLY FROM SAID WESTERLY RIGHT-OF-WAY LINE, THENCE SOUTHERLY ALONG SAID PARALLEL LINE S01°02'53"E A DISTANCE OF 275.48 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 13; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 13, N89°17'29"E A DISTANCE OF 3.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 980 FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

211 SE 2ND AVENUE & 187 SE 2ND COURT

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK ☒

SHEET:

1 / 3

JOB NO

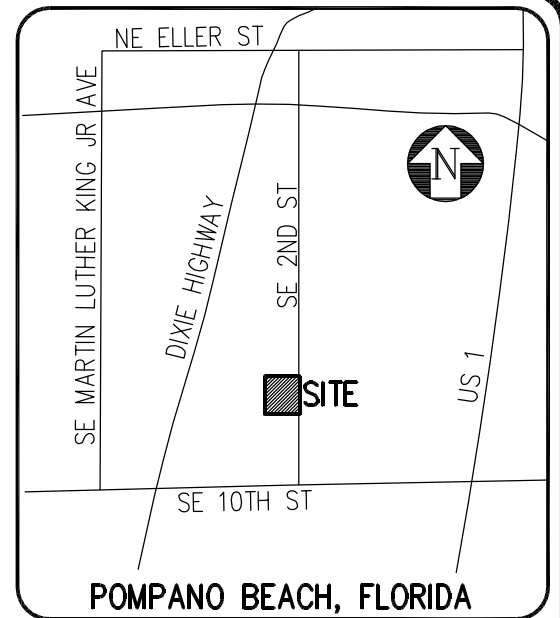
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE AS RECORDED ON THE PLAT OF TH.JACKSON'S ADDITION TO DEERFIELD AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

211 SE 2ND AVENUE & 187 SE 2ND COURT

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
#

22038.01

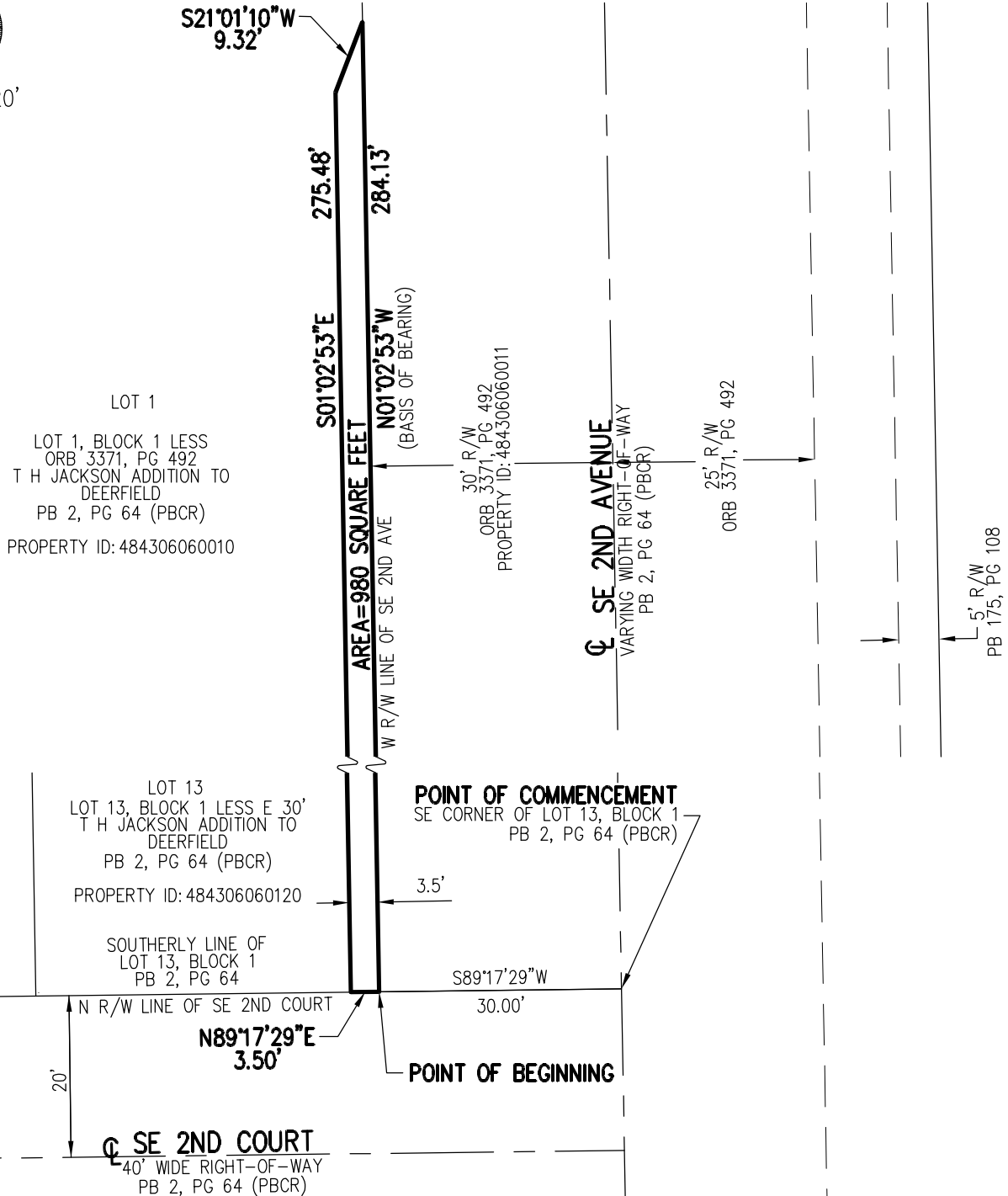
SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'



FOR:

211 SE 2ND AVENUE & 187 SE 2ND COURT

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #

SHEET:

3 / 3

JOB #

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOTS 6 AND 7 AND THE 15 FOOT ALLEY ABANDONED IN OFFICIAL RECORD BOOK 24268, PAGE 903 OF THE OFFICIAL RECORDS OF BROWARD COUNTY, ALL WITHIN BLOCK 5 AS SHOWN ON THE PLAT OF DEERFIELD, AS RECORDED IN PLAT BOOK 5, PAGE 31, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE ALONG SAID SOUTHERLY LINE, N89°17'29"E A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) OF SAID PLAT, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE CONTINUE ALONG SAID SOUTHERLY LINE OF LOT 7, N89°17'29"E A DISTANCE OF 5.00 FEET TO A POINT ON A LINE 5.00 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID SE 2ND AVENUE; THENCE ALONG SAID PARALLEL LINE, N01°02'53"W A DISTANCE OF 180.78 FEET TO THE POINT OF CUSP, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND WHOSE CENTER BEARS S54°10'41"E; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°52'12", AN ARC DISTANCE OF 16.09 FEET TO A POINT OF TANGENCY SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SE 2ND AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 165.75 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 880 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

212 EAST HILLSBORO BOULEVARD

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

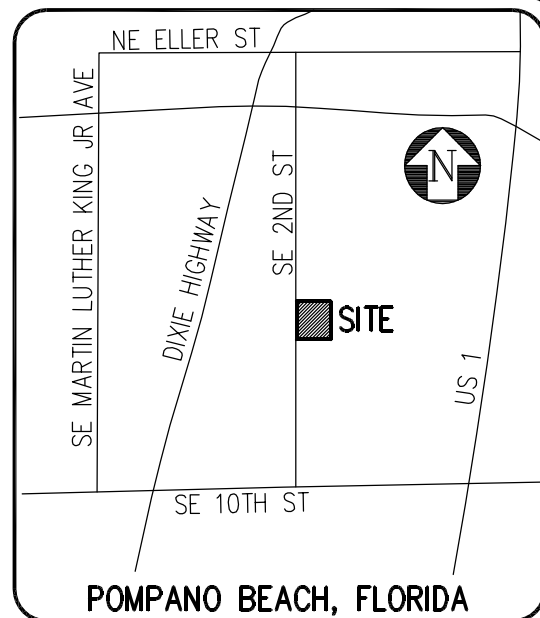
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE
R RADIUS
L LENGTH
Δ DELTA



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°02'53"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED CLYDE STREET) AS RECORDED ON THE PLAT OF DEERFIELD AS RECORDED IN PLAT BOOK 5, PAGE 31 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

212 EAST HILLSBORO BOULEVARD

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
#

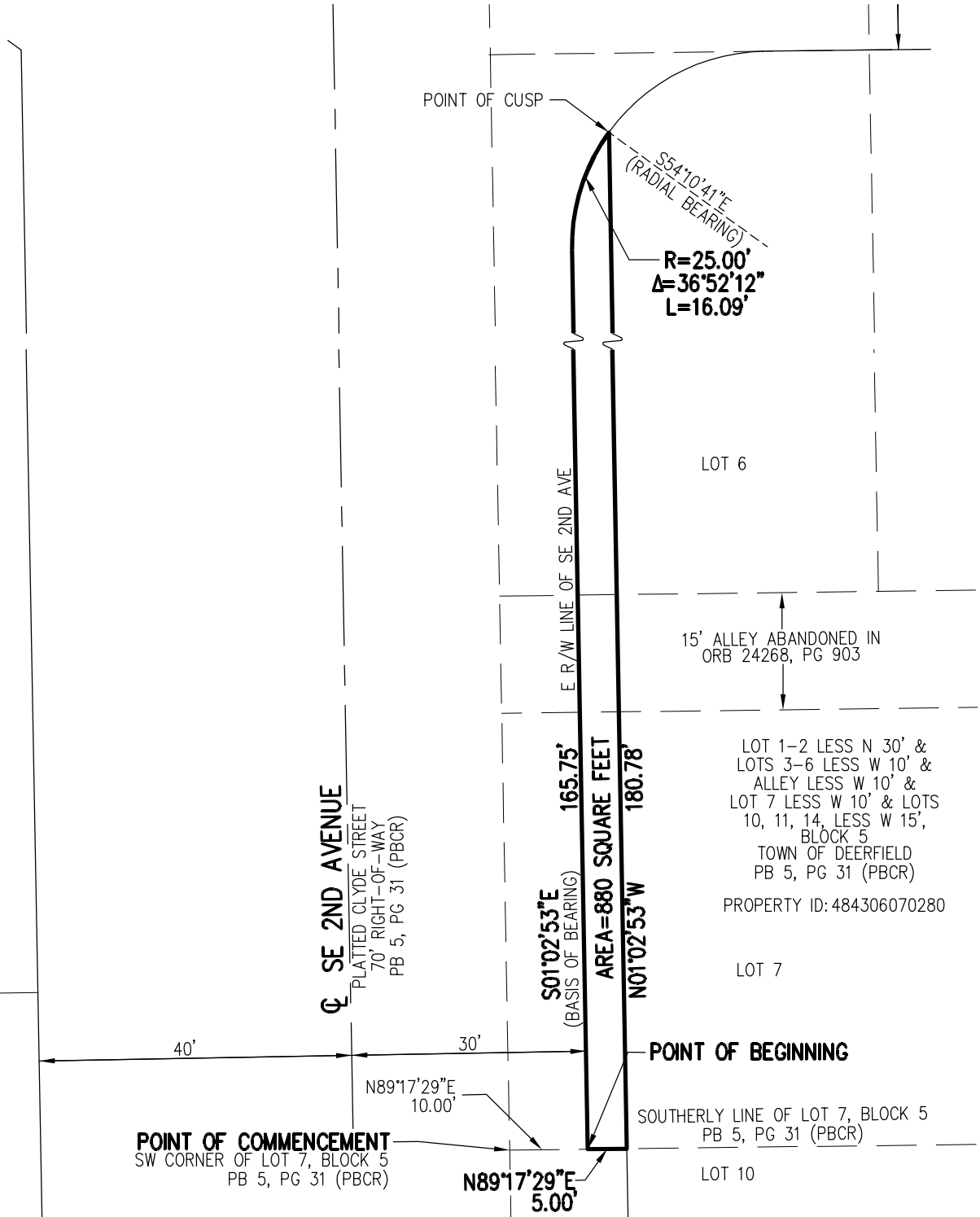
22038.01

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'



FOR:

212 EAST HILLSBORO BOULEVARD

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

3 / 3

JOB NO

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A 5.08 FOOT WIDE STRIP OF LAND CONSISTING OF A PORTION LOT 15, BLOCK 12 AS SHOWN ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 100, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 15, N89°23'54"E A DISTANCE OF 5.08 FEET TO A POINT ON A LINE 5.08 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) OF SAID PLAT; THENCE ALONG SAID PARALLEL LINE S01°02'53"E A DISTANCE OF 65.89 FEET; THENCE LEAVING SAID PARALLEL LINE, S89°17'47"W A DISTANCE OF 5.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID NE 2ND AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N01°02'53"W A DISTANCE OF 65.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 335 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

217 EAST HILLSBORO BOULEVARD

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

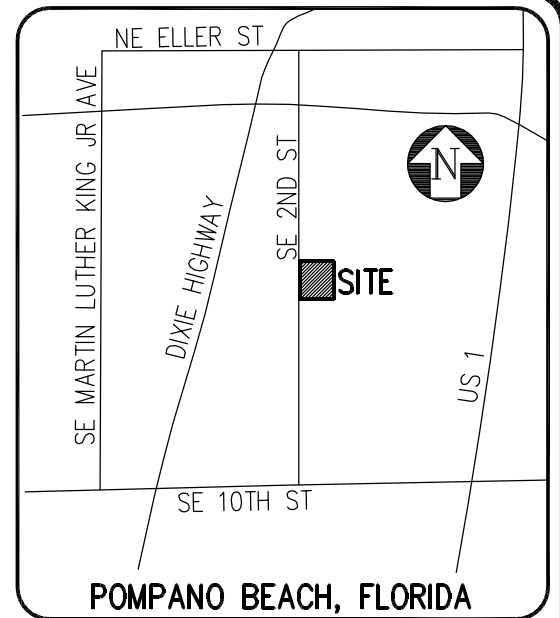
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE (PLATTED SECOND AVENUE) AS RECORDED ON THE PLAT OF DEERFIELD DEVELOPMENT AND LAND CO. SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

217 EAST HILLSBORO BOULEVARD

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK NO

SHEET:

2 / 3

JOB NO

FLORIDA R.L.S.
#

22038.01

17.5' PER
DESC IN
ORB 40565,
PG 620

15' ALLEY
PG 2, PG 100
(PBCR)

N89°23'54"E
5.08'

15' ALLEY
PB 2, PG 100
(PBCR)

C NE 2ND AVENUE
PLATTED SECOND AVENUE
40' RIGHT-OF-WAY
PB 2, PG 100 (PBCR)

N01°02'53"W 65.90'
(BASIS OF BEARING)

AREA=335 SQUARE FEET
S01°02'53"E 65.

LOT 16

PROPERTY ID: 474331010690

S89°17'47"W
5.08'

Page 186 of 662

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING RECORDED IN THE OFFICIAL RECORD BOOK 6974, PAGE 223 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PLAT OF DOUGLAS V. HOWARD, AS RECORDED IN PLAT BOOK 175, PAGE 108, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE AS RECORDED IN THE PLAT OF RUTH RIDGE, AS RECORDED IN PLAT BOOK 24, PAGE 6, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 13.00 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, S01°02'53"E A DISTANCE OF 436.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, AND WHOSE CENTER BEARS N65°52'41"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°04'26", A DISTANCE OF 10.07 FEET TO A POINT ON A LINE 2.00 FEET EASTERLY OF AND PARALLEL TO THE EASTERLY RIGHT-OF-WAY LINE SAID SE 2ND AVENUE, SAID POINT ALSO BEING A POINT OF CUSP, THENCE NORTHERLY ALONG SAID PARALLEL LINE N01°02'53"W A DISTANCE OF 446.53 FEET; THENCE LEAVING SAID PARALLEL LINE S89°17'12"W A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 887 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

244 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK NO

SHEET:

1 / 3

JOB NO

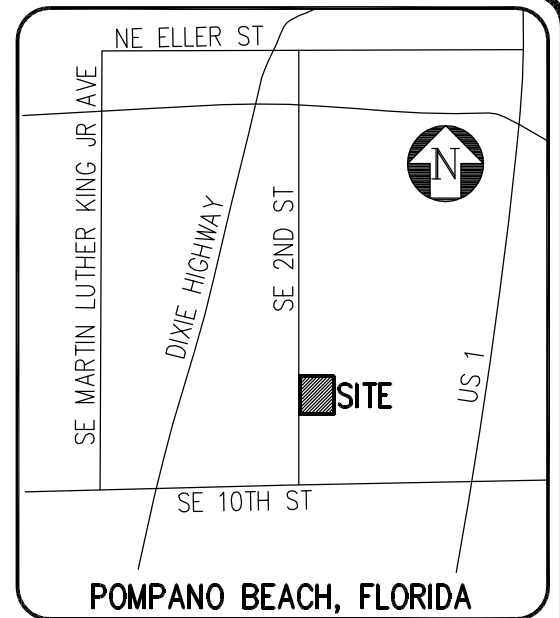
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE
R RADIUS
L LENGTH
Δ DELTA



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°02'53"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE AS RECORDED ON THE PLAT OF TH.JACKSON'S ADDITION TO DEERFIELD AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FDR:

244 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
#

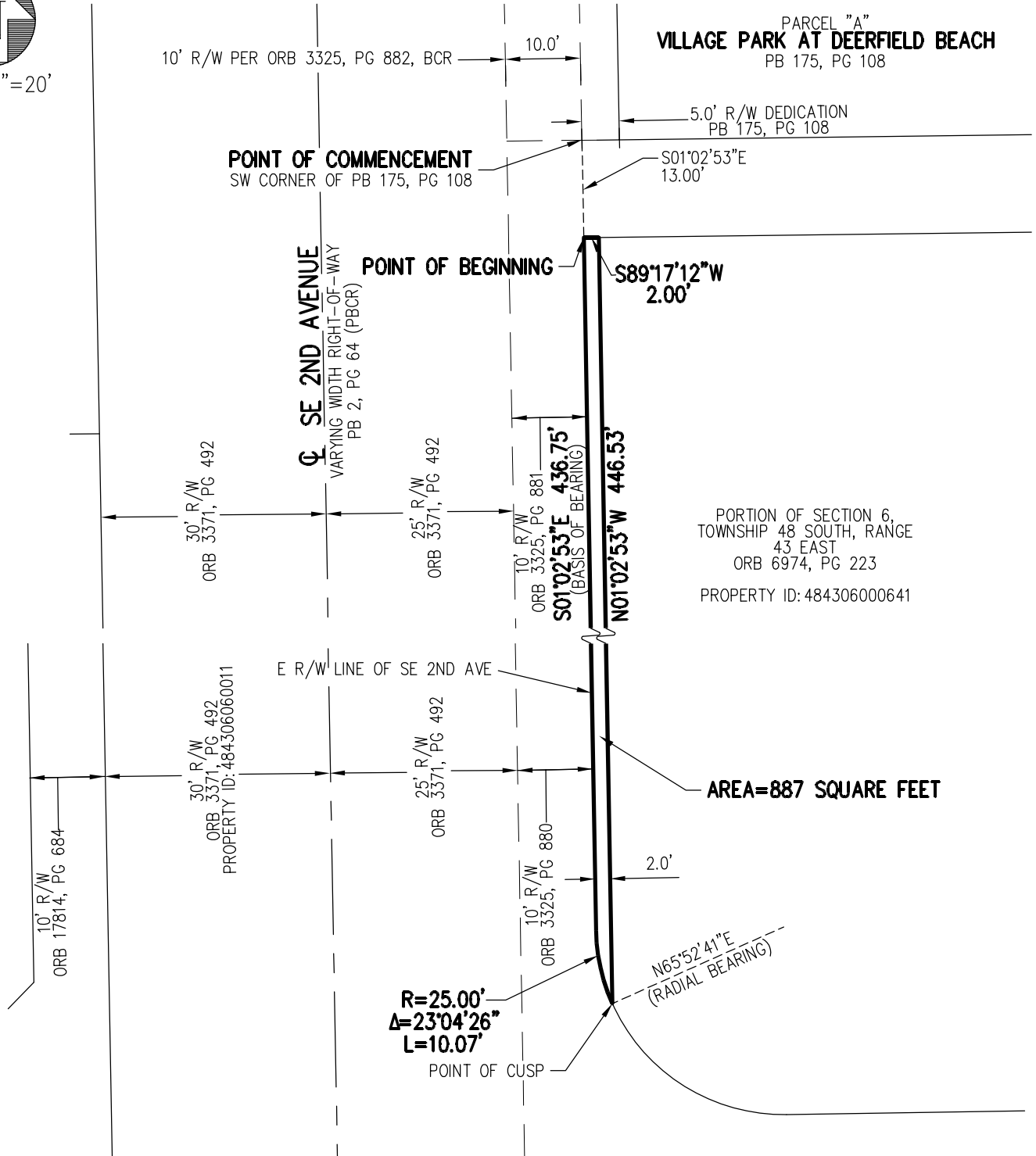
22038.01

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'



FDR:

244 SE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

3 / 3

JOB №

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND CONSISTING OF A PORTION OF LOT 1, BLOCK 3 AS SHOWN ON THE PLAT OF T H JACKSON'S ADDITION TO DEERFIELD, AS RECORDED IN PLAT BOOK 2, PAGE 64, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO LYING ON THE CENTERLINE OF SE 2ND AVENUE OF SAID PLAT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1, S89°17'29"W A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE AS RECORDED IN THE OFFICIAL RECORD BOOK 3371, PAGE 493 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE LEAVING SAID SOUTHERLY LINE, AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N01°02'53"W A DISTANCE OF 99.85 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°21'27" AN ARC DISTANCE OF 12.37 FEET TO A POINT OF CUSP SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND 3.00 FEET WESTERLY FROM SAID WESTERLY RIGHT-OF-WAY LINE, THENCE SOUTHERLY ALONG SAID PARALLEL LINE S01°02'53"E A DISTANCE OF 111.71 FEET TO A POINT ON SAID SOUTHERLY LINE OF LOT 1; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF LOT 1, N89°17'29"E A DISTANCE OF 3.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 324 FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

249 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

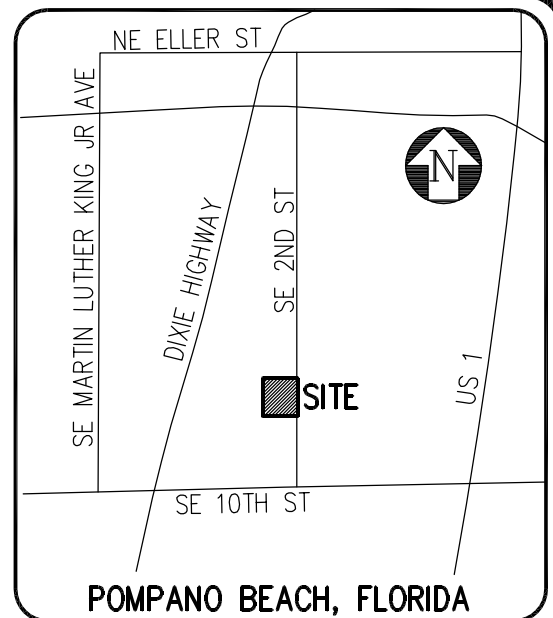
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE
R RADIUS
L LENGTH
Δ DELTA



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE AS RECORDED ON THE PLAT OF TH.JACKSON'S ADDITION TO DEERFIELD AS RECORDED IN PLAT BOOK 2, PAGE 64 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

249 SE 2ND AVENUE

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S.
#

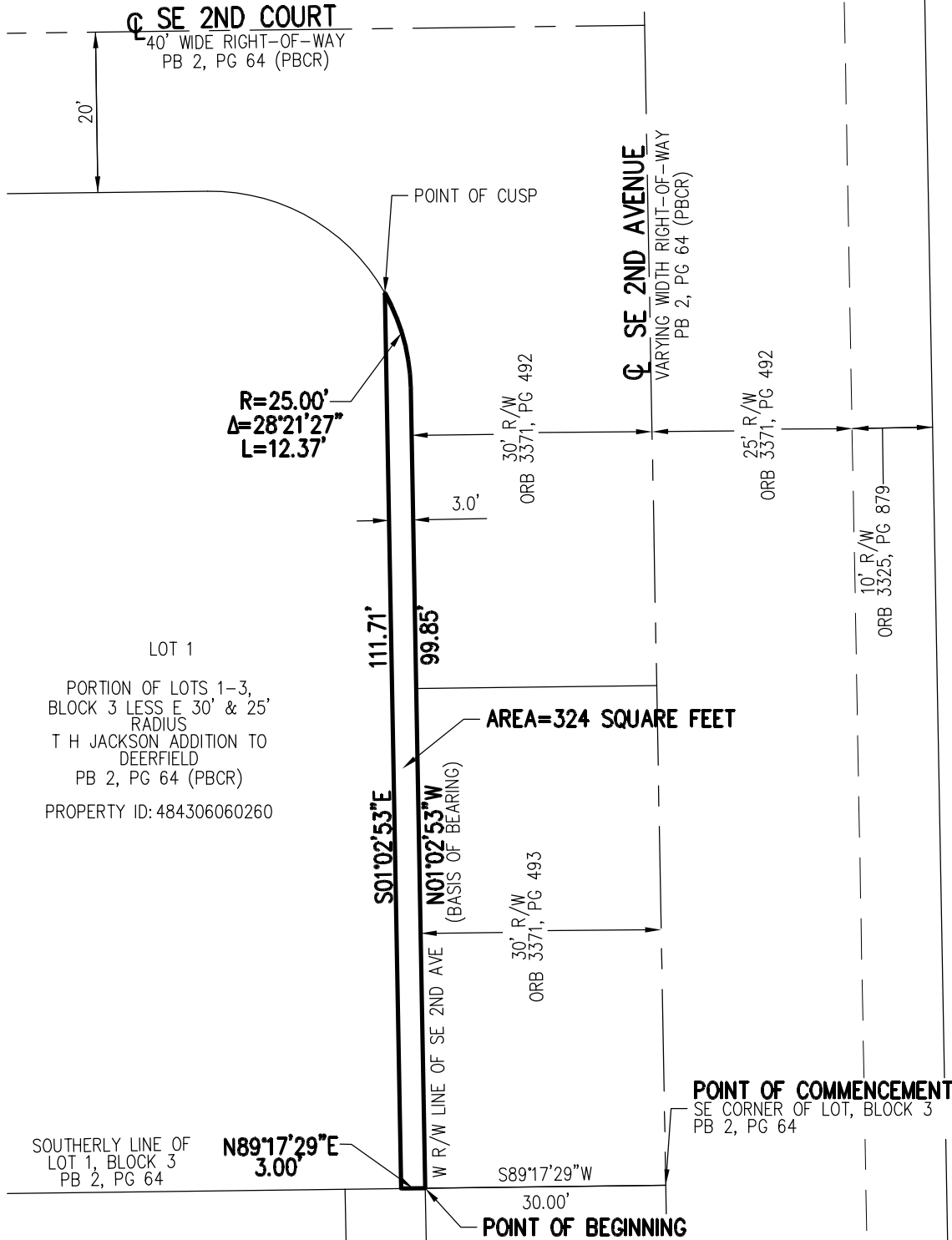
22038.01

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2



SCALE: 1"=20'



FOR:

249 SE 2ND AVENUE

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUITYGROUP.COM

FIELD BOOK

SHEET:

3 / 3

JOB

FLORIDA R.L.S.
#

22038.01

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND CONSISTING OF THE EASTERLY 4.50 FEET OF THE 10.00 FOOT ROADWAY EASEMENT AS SHOWN ON THE PLAT OF VILLAGE PARK AT DEERFIELD BEACH, AS RECORDED IN PLAT BOOK 182, PAGE 190, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PLAT OF VILLAGE PARK AT DEERFIELD BEACH, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY OF NE 2ND AVENUE OF SAID PLAT; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE, N01°02'53"W A DISTANCE OF 90.51 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, N46°07'30"W A DISTANCE OF 6.36 FEET TO A POINT ON A LINE 4.50 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID NE 2ND AVENUE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, S01°02'53"E A DISTANCE OF 95.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PLAT; THENCE LEAVING SAID PARALLEL LINE AND ALONG SAID SOUTHERLY PLAT LINE, N88°53'35"E A DISTANCE OF 4.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 418 FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

VERONA HEIGHTS HOMEOWNERS ASSOCIATION

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

1 / 3

JOB NO

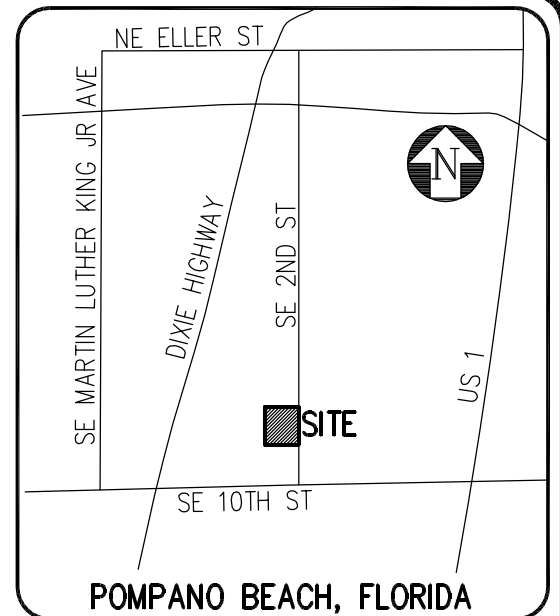
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
CL CENTERLINE



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N01°02'53"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE AS RECORDED ON THE PLAT OF VILLAGE PARK AT DEERFIELD BEACH AS RECORDED IN PLAT BOOK 182, PAGE 190 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

VERONA HEIGHTS HOMEOWNERS ASSOCIATION

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK

SHEET:

2 / 3

JOB NO

FLORIDA R.L.S.
#

22038.01

SCALE: 1"=20'

VILLAGE PARK AT DEERFIELD
PB 182, PG 190

LOT 1

10' UTILITY EASEMENT
PB 182, PG 190

10' LANDSCAPE BUFFER EASEMENT
PB 182, PG 190

10' ROADWAY EASEMENT
PB 182, PG 190

TRACT OS

10' LANDSCAPE BUFFER EASEMENT
PB 182, PG 190

6' UTILITY EASEMENT
PB 71, PG 34

SOUTHERLY PLAT LINE
PB 182, PG 190

SE 2ND AVENUE
65' RIGHT-OF-WAY
PB 182, PG 190

POINT OF BEGINNING
SE CORNER OF PB 182, PG 190

AREA=418 SQUARE FEET

S01°02'53"E 95.00'

N01°02'53"W 90.51'
(BASIS OF BEARING)

N46°07'30"W 6.36'

N88°53'35"E 4.50'

4.5'

30'

35'

W R/W LINE OF NE 2ND AVE

VERONA HEIGHTS HOMEOWNERS ASSOCIATION

Page 195 of 662

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF BLOCK 4, AS SHOWN ON THE PLAT OF RUTH RIDGE, AS RECORDED IN PLAT BOOK 24, PAGE 6, AND AS SHOWN AS "COMMON AREA" ON THE VILLAGE PARK OF DEERFIELD HOA INC ASSOCIATION DOCUMENTS RECORDED IN THE INSTRUMENT NUMBER 115240778, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF SE 3RD COURT (PLATTED 1ST COURT) AND SE 2ND AVENUE (PLATTED SE 2ND STREET) OF SAID PLAT; THENCE S39°40'33"W A DISTANCE OF 49.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED SE 2ND STREET), SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE SOUTHERLY ALONG A LINE 3.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF SE 2ND AVENUE (PLATTED SE 2ND STREET), S01°02'53"E A DISTANCE OF 263.49 FEET TO A POINT OF CUSP SAID POINT ALSO BEING A POINT ON THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND WHOSE CENTER BEARS S62°41'25"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°20'19", AN ARC DISTANCE OF 12.37 FEET TO A POINT OF TANGENCY SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SE 2ND AVENUE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N01°02'53"W A DISTANCE OF 239.75 FEET TO A POINT ON THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°21'44", AN ARC DISTANCE OF 12.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 768 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 15, 2023. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

JENNIFER MALIN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6667
STATE OF FLORIDA LB#6603

FOR:

VILLAGE PARK OF DEERFIELD BEACH

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



FIELD BOOK

SHEET:

1 / 3

JOB NO

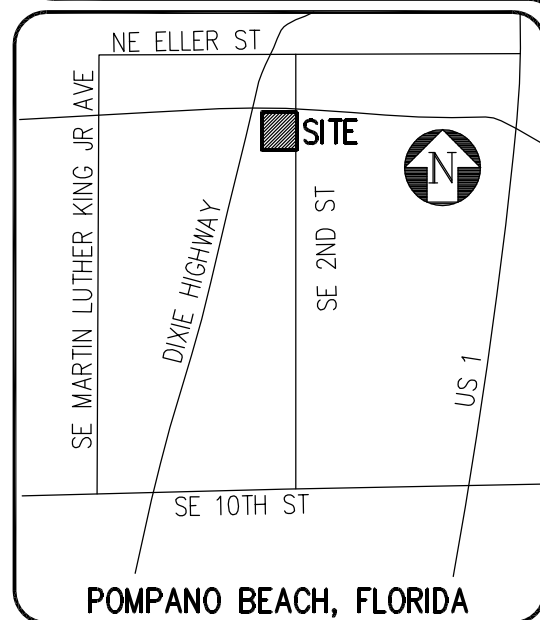
FLORIDA R.L.S.
#

22038.01

**SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3**

LEGEND

N.T.S. NOT TO SCALE
PB PLAT BOOK
PG PAGE
R/W RIGHT-OF-WAY
PBCR PALM BEACH COUNTY RECORDS
CL CENTERLINE
R RADIUS
L LENGTH
Δ DELTA



LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF S01°02'53"E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NE 2ND AVENUE AS RECORDED ON THE PLAT OF SUBDIVISION SECTION 6, TOWNSHIP 28 SOUTH, RANGE 43 EAST AS RECORDED IN PLAT BOOK 2, PAGE 12 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

FOR:

VILLAGE PARK OF DEERFIELD BEACH

SCALE: N/A

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK №

SHEET:

2 / 3

JOB №

FLORIDA R.L.S. #

22038.01



SCALE: 1"=20'

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

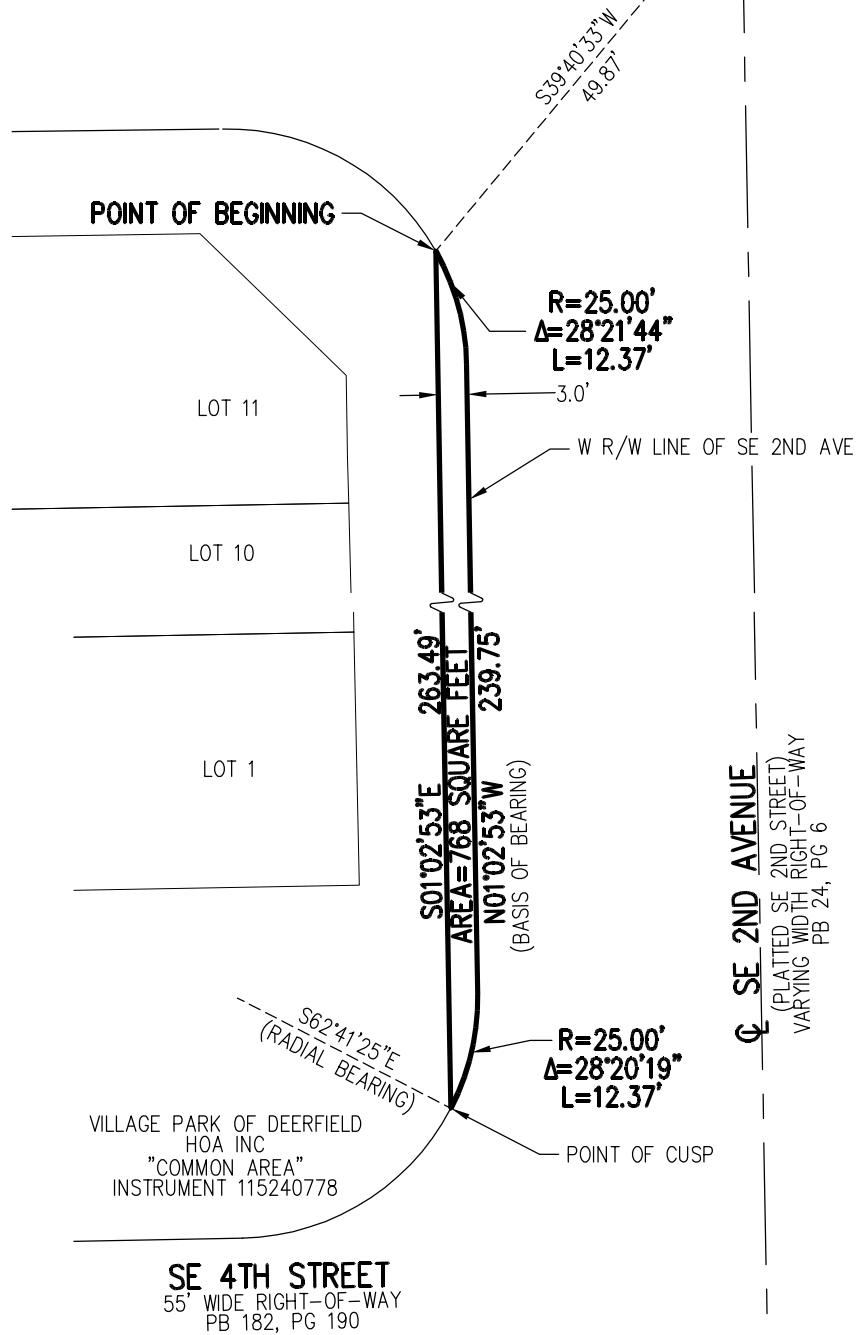
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2

SE 3RD COURT

(PLATTED 1ST COURT)
50' WIDE RIGHT-OF-WAY
PB 24, PG 6

POINT OF COMMENCEMENT

INTERSECTION OF SE 3RD
COURT & SE 2ND AVENUE
PB 24, PG 6



FOR:

VILLAGE PARK OF DEERFIELD BEACH

SCALE: 1"=20'

DRAWN BY: JO

CHECKED BY: CAR

DATE: 06-15-2023



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGUENITYGROUP.COM

FIELD BOOK

SHEET:

3 / 3

JOB

FLORIDA R.L.S.
#

22038.01



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2010

Agenda Date: 8/1/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Contract #JP023-06-2023 with the Areawide Council on Aging of Broward County, Inc. to amend the Contract termination date and attachment XII; authorizing execution of the Amendment; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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

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

Pursuant to Resolution 2023/066, the City Commission entered into agreement # JP023-06-2023 with the Areawide Council on Aging of Broward County.

Current Activity

The purpose of amendment (001) with the Areawide Council on Aging of Broward County, Inc. is to amend the term of the contract and replace attachment XII as it has been revised and replaced in its entirety.

The initial term of the contract provided an effective date of April 1, 2023, with an end date of midnight Eastern Standard time on September 30, 2023. Amending the agreement would allow this Agreement to terminate at midnight Eastern Standard time on June 30, 2023.

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

Recommendation

It is recommended that the City Commission approve amendment (001) to contract # JP023-06-2023 with the Areawide Council on Aging of Broward County, Inc. and authorize execution of the

amendment.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO CONTRACT #JP023-06-2023 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. TO AMEND THE CONTRACT TERMINATION DATE AND ATTACHEMENT XII; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach Center for Active Aging/Northeast Focal Point Senior Center (the “City”) and the Areawide Council on Aging of Broward County, Inc. (the “Council”) wish to amend Contract #JP023-06-2023 (“Contract”), approved by Resolution 2023/066, to change the termination date from September 30, 2023 to June 30, 2023, and to replace Attachment XII; and

WHEREAS, Section 3, Term of Contract, will be amended in its entirety as reflected in the attached Exhibit A to change the termination date to June 30, 2023, and to revise and replace Attachment XII in its entirety (“Amendment”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize this first Amendment to the Contract with the Council.

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 amendment to the Contract with the Council, attached as Exhibit “A”, to modify the Contract termination date to June 30, 2023 and to revise and replace Attachment XII accordingly.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor,” and collectively referred to as the “Parties,” to amend Contract JP023-06-2023.

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

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

3. Term of Contract

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CONTRACTOR:

**City of Deerfield Beach, Florida/
Northeast Focal Point Senior Center dba
Department of Active Aging
BOARD PRESIDENT OR AUTHORIZED
DESIGNEE**

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

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

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

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

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	April Advance Request*	Upon Execution of Contract
2	May Advance Request*	Upon Execution of Contract
3	April Expenditure Report	May 5, 2023
4	May Expenditure Report	June 7, 2023
5	June Expenditure Report	July 7, 2023
6	Final Close Out Report	July 14, 2023



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1996

Agenda Date: 8/1/2023

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 Contract #JL023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Local Service Program in an amount not to exceed \$118,380.00; authorizing execution of the Contract; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$118,380.00

Account Name: Senior Citizens Grant

Account Number: 001-0000-331-69-99

Background/History

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

The Local Service Program (LSP) provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, adult day care, or other services authorized by provisions, the LSP assists elders to live in the least restrictive environment that meets their needs.

Current Activity

This agreement provides funding in the amount not to exceed \$118,380.00 for the Local Service Program. The City will assist eligible elders aged sixty (60) or older with long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

Recommendation

It is recommended that the City Commission approve and authorize execution of Agreement #JL023-06-2024 with the Areawide Council on Aging of Broward County, Inc., in the amount not to exceed \$118,380.00 for the LSP program.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JL023-06-2024 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE LOCAL SERVICE PROGRAM IN AN AMOUNT NOT TO EXCEED \$118,380.00; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the Council’s funding for community-based services to preserve elders’ independence, support caregivers, and target at-risk persons pursuant to Contract #JL023-06-2024 (the “Contract”); and

WHEREAS, through the Local Service Program (“LSP”), staff provides supportive community-based services for the senior population through the provisions of meals, transportation, adult day care, or other services; and

WHEREAS, the contract term for the Contract with the Council will be effective July 1, 2023 through midnight on June 30, 2024; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of Contract #JL023-06-2024 with the Council in an amount not to exceed \$118,380.00 for the LSP 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 Contract with the Council, attached as Exhibit “A,” for the LSP program services in an amount not to exceed \$118,380.00.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

LOCAL SERVICES PROGRAM

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

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This Contract when executed will have an effective date of July 1, 2023. It will end at midnight, Eastern Standard time on June 30, 2024.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$118,380.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

5.1 To demonstrate compliance with this provision, Contractor shall submit Background Screening Affidavit of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

6. Nondiscrimination-Civil Rights Compliance

- 6.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 6.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.
- 6.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 6.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

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

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441

c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 40 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

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

ATTACHMENT I

STATEMENT OF WORK LOCAL SERVICE PROGRAM

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. Contract Acronyms

Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C)
Florida Statutes (F.S.)
Instrumental Activities of Daily Living (IADLs)
Local Services Program (LSP)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section

306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

2. Local Service Program (LSP) Mission Statement

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

3. Authority

The relevant authority governing LSP program include:

- a. Sections 430.201 through 430.207, F.S.,
- b. The State of Florida General Appropriations Act; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.009.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

C. CLIENTS TO BE SERVED

1. General Eligibility

The LSP Program provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be at least 60 years of age or older, unless otherwise specified in the proviso authorizing the service; and
- b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

SECTION II: MANNER OF SERVICE PROVISION**A. SERVICE TASKS**

In order to achieve the goals of the LSP program, the Contractor shall perform the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section I.C.2 and Section I.C.3, of this Contract.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Regardless of referral source, individuals determined through the DOEA's functional assessment to be at a higher levels of frailty and risk of nursing home placement shall be given first priority.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

B. Staffing Requirements**1. Staffing Levels**

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOE Handbook.

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm local time.

4. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

a. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

b. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

c. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

The Contractor shall ensure the provision of the services to address the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the following services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and ATTACHEMTN I, Section II.A.1. through Section II.A.3, of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEA Handbook and the service tasks described in ATTACHMENT I, Section II.A, of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of LSP Program operations include the following:

- a. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- b. Establishing vendor agreements at the PSA level, when applicable for LSP services according to manuals, rules, and agreement procedures of DOEA Handbook;
- c. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- d. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;
- e. Appropriately and timely submitting payments to subcontractors;
- f. Arranging in-service training for staff and/or subcontractors at least annually;
- g. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- h. Ensuring compliance with CIRTS regulations;

- i. Monitoring performance objective achievements specific to authorizing proviso in accordance with targets set by the Council and/or DOEA; and
- j. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

D. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of LSP specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2023 is due on February 16, 2024. The annual service cost report encompassing the twelve months ending 6/30/2024 is due on August 16, 2024, which will be forward to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;

- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

E. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRT's Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT's for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT's addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRT's Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRT's) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

F. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section II.A.1. through Section II.A.3. and Section II.C.1 through Section II.C.3 of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections II.D. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and

- j. Other procedures as deemed necessary.

G. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

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

H. Council's Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT

A. General Statement of Method of Payment

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section II., Manner of Service Provision, of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be

distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor's requests for advance require the approval of the Council's Chief Financial Officer. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III, to this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2023. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 6, 2023, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV to this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Chief Financial Officer will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

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

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOE Handbook, at the rates established in the Budget Summary, ATTACHMENT IV to this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V to this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 25, 2024.

F. CIRTS Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRTS database in accordance with the current DOE Handbooks and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Subcontractor(s) must enter this data into the CIRTS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRTS data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRTS Reports

The Contractor is required to run monthly CIRTS's reports and verify that client and service data in the CIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section III.I of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section II.C of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section II.C of this Contract.
 - a. Delivery of services to eligible clients as referenced in ATTACHMENT I, Section II.A.1 through Section II.A.2 and Section II.C.1 of this Contract – Failure to comply with established

assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

- b. Services and units of services as referenced in Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section II.A of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- c.
- d. Administrative duties as referenced in Section II.C.3. of this Contract – Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- e. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOE Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

- 2. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS

A. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2024, must be submitted to the Program Specialist and the Chief Financial Officer, no later than June 30, 2024; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.

D. Remedies- Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

E. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference and in authorizing proviso. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

F. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

G. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

H. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master

Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;

- b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

I. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

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

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

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

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

PART II: STATE FUNDED

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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations),

Rules of the Auditor General. EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

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

PART III: REPORT SUBMISSION

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

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

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

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

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

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

The Council at the following address:

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

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

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

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

PART IV: RECORD RETENTION

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

END OF ATTACHMENT II

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

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

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

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

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

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

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

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

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

- Section 215.97 & 215.971, F.S.

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

- State Projects Compliance Supplement

- Reference Guide for State Expenditures

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

END OF EXHIBIT 1

EXHIBIT 2**FUNDING SUMMARY**

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

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

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Service Programs	General Revenue	65.009	\$ 118,380.00
TOTAL AWARD			\$ 118,380.00

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

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures

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

ATTACHMENT III**LOCAL SERVICE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 6
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 5
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 8
15	Final Expenditure	July 25

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

LOCAL SERVICE PROGRAM				
BUDGET SUMMARY				
FIXED SERVICES	Total Units	Unit Rate	LSP Funds	Total Reimbursement
Adult Day Care Days	625.25	\$65.31	\$40,820.00	\$40,820.00
Transportation	14,000	\$5.54	\$77,560.00	\$77,560.00
TOTAL AGREEMENT AMOUNT - LSP			\$118,380.00	\$118,380.00

ATTACHMENT V

Forms 105 and 106Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

**RECEIPTS AND UNIT COST REPORT
PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID# PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	FUNDING SOURCE: Program	THIS REPORT PERIOD MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA #: 10					
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.							
Prepared By: Date: Approved By: Date:							
PART a: INCOME / RECEIPTS 1. Federal Funds 2. State Funds 3. Program Income 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind match 7. TOTAL RECEIPTS	A. Approved Budget \$0.00 \$0.00 \$0.00	B. Actual Receipts for \$0.00 \$0.00 \$0.00	C. Total Receipts Year to Date \$0.00 \$0.00 \$0.00	D. % Of Approved Budget #DIV/0! #DIV/0! #DIV/0!			
PART b: UNIT COST REPORT							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED	AMOUNT EARNED YTD	YTD Units
<u>FIXED SERVICES</u>							
				\$0.00	\$0.00	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
	\$0.00			\$0.00	\$0.00	\$0.00	
PART c: OTHER REVENUE / PROGRAM INCOME 1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS) 2.CLIENT CO-PAY ASSESSED 3.CLIENT CO-PAY COLLECTIONS 4.INTEREST (NET AMOUNT NOT RETURNED) 5.MATCH VALUATION (INCLUDES CASH & IN-KIND)				A. Total - Current Month \$0.00 \$0.00 \$0.00 \$0.00		B. Total - Year To Date \$0.00 \$0.00 \$0.00 \$0.00	

CONTRACT #

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE**

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance ☒ Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By: _____ Date: _____ Approved By: _____ Date: _____				
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period= to PSA #10 Form 105Z Part B , Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID: P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

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

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

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

recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

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

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

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

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

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

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

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

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

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

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

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

- a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

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

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

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

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

Signature and Title of Authorized Representative

Date

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

227 NW 2nd Street
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

ATTACHMENT VIII

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
227 NW 2 nd Street	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective

manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national

origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
☐ ☐
-

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

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX

BACKGROUND SCREENING



Ron DeSantis
Governor

Michelle Branham
Secretary

BACKGROUND SCREENING

Attestation of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____
Street Address City State ZIP code

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

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

Signature of Representative

Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2009

Agenda Date: 8/1/2023

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 Contract #JP023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Emergency Home Energy Assistance Program in an amount not to exceed \$25,431.76; authorizing execution of the Contract; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$25,431.76

Account Name: Home Energy Assistance

Account Number: 001-0000-331-69-91

Background/History

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

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

Current Activity

This agreement provides funding in the amount not to exceed \$25,431.76 for the EHEAP program. The City will assist eligible elders aged sixty (60) or older experiencing a heating or cooling emergency with a payment of their electric bill to Florida Power and Light.

The terms of the contract provide an effective date of July 1, 2023, with an end date of midnight Eastern Standard time on June 30, 2024.

Recommendation

It is recommended that the City Commission approve and authorize execution of Agreement # JP023-06-2024 with the Areawide Council on Aging of Broward County, Inc., in the amount not to exceed \$25,431.76 for the EHEAP program.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JP023-06-2024 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE EMERGENCY HOME ENERGY ASSISTANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$25,431.76; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (“City”) wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the Council’s funding of emergency home energy assistance pursuant to Contract #JP023-06-2024 (the “Contract”); and

WHEREAS, through the Emergency Home Energy Assistance for the Elderly Program (the “EHEAP Program”), staff provides home energy assistance aid to elders in the event of a home energy heating or cooling emergency; and

WHEREAS, the contract term for the Contract with the Council will be effective July 1, 2023 through midnight on June 30, 2024; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of Contract #JP023-06-2024 with the Council in an amount not to exceed \$25,431.76 for the EHEAP Program 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 Contract with the Council, attached as Exhibit “A,” for the EHEAP Program in an amount not to exceed \$25,431.76.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

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

WITNESSETH THAT:

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

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

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

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

3. Term of Contract

This Contract when executed will have an effective date of July 1, 2023. It will end at midnight, Eastern Standard time on June 30, 2024.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$25,431.76** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

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

6. Provision of Services:

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

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

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

8. All Terms and Conditions Included:

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

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

CONTRACTOR:

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

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

SIGNATURE

SIGNATURE

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000305

FISCAL YEAR-END DATE: September 30

DUNS: 086-382-090

ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. DEFINITION OF TERMS

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

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

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

B. GENERAL DESCRIPTION

1. General Statement

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

2. Authority

The relevant federal and state authorities governing EHEAP are:

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

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible households may be provided with more than one benefit (across multiple EHEAP funding contracts within a 12-month crisis benefit cycle), totaling no more than \$5,000.00. The minimum number of individuals to be served crisis energy assistance may reflect duplicated consumers if a consumer receives multiple benefits. The period for the benefit is the cumulative of services provided from October 1, 2022 to September 30, 2023 and then October 1, 2023 to September 30, 2024.

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

4. Major Program Goals

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

a. Standard Crisis

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

conditions is present:

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

b. Life-Threatening Crisis

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

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

c. Crisis Assistance

Allowable categories for crisis assistance are:

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

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

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

C. CLIENTS TO BE SERVED

1. General Description

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

2. Client Eligibility

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

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

3. Client Determination

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

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

- (2) Obtain a written self-declaration from any household members aged eighteen (18) years or older claiming zero income. The self-declarations must be completed and signed by the household member who is claiming zero income.
- e. Determine if all or part of the elder's utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the elder lives in government-subsidized housing. The Contractor shall proceed as follows:
 - (1) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance; and
 - (2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.
- f. Use program qualification approvals or notifications from TANF, SSI, or SNAP to document household size and income of elders, or to determine and document categorical eligibility to receive EHEAP benefits. The benefit level to be provided to elders receiving TANF, SSI, and SNAP shall be the same as that provided to other qualified elders;
- g. Obtain a signed statement of maintenance from the elder explaining how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty percent (50%) of the current federal poverty guidelines and no one in the household is receiving SNAP;
- h. Ensure elders receive no more than one approved crisis assistance benefit during the cooling season, April 1 through September 30, and one approved crisis assistance benefit during the heating season, October 1 through March 31. The Contractor shall proceed as follows:
 - (1) Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for:
 - (i) The purchase or repair of fans, blankets, air conditioners, and/or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis; and
 - (ii) Crisis situations which may involve a heater or air conditioner that is powered by both gas and electricity, in which case both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit.
 - (2) Water, sewer, garbage, and fire, etc. charges may not be paid;
 - (3) Repair or replacement of a heating/cooling unit is allowable, provided any required installation or repair work is completed by a licensed contractor;
 - (4) Deposits to connect or restore energy are allowable;
 - (5) Late fees, disconnect fees, and reconnect fees are allowable;
 - (6) Charges from a previous account held by the elder that is now closed are allowable;

- (7) Payment to landlord when utility costs are included in the elder's rent is allowable; and
- (8) Payment for temporary emergency shelter is allowable if due to an energy-related crisis.
- i. In no case shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASKS

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

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

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

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

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

- (17) The home energy vendor, with the exception of municipal providers, must be in “active” status with the State of Florida (<http://sunbiz.org/search.html>) and the vendor’s name must be checked on Excluded Parties List System (EPLS) (<https://www.epls.gov>). The business name on the vendor agreement must match the legal business name on the State of Florida website.
- 15. Comply with the Federal Financial Accountability and Transparency Act (FFATA) by securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov); and
- 16. Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, the Contractor may limit crisis benefits to less than those stated in Section I.C.3.h. Policy changes concerning the amount of crisis benefits available to elders require DOEAP approval and require notification of the change be sent to current and potential elders.

B. STAFFING REQUIREMENTS

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

2. Use of Subcontractors

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

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

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

shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay of the initiation of the subcontract or in the performance of the subcontractor for a period of sixty (60) days or more, the Contractor shall notify the Council's Program Director and Finance Director in writing of such delay.

C. SERVICE DELIVERY

1. Service Delivery Location

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

2. Service Times

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

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

D. DELIVERABLES

1. Deliverables

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

2. Source Documentation

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

3. Records and Documentation

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

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

(Attachment XVI); or

(2) If Contractor denies an application, the elder must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (Attachment XVI).

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

services for households with elderly residents;

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

E. PERFORMANCE SPECIFICATIONS

1. Reports

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

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

b. Administrative and Outreach Expense Budget Detail

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

c. Monthly Client Service Report

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

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

d. EHEAP Outreach Activity Report

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

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

e. EHEAP Administrative Costs Report

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

f. Program Effectiveness Reports

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

2. Monitoring and Evaluation Methodology

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

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

F. CONTRACTOR RESPONSIBILITIES

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

elders.

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

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

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

vi. Training and technical assistance.

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

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

G. COUNCIL RESPONSIBILITIES

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

III. METHOD OF PAYMENT

A. PAYMENT METHOD USED

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

1. Cost Reimbursement

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

a. Budget Summary

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

(1) Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe benefits (i.e. insurance, retirement, etc.), rent, utilities, travel, etc. associated with

financial and administrative management of the program. The use of other federal funds to supplement the administrative operations of EHEAP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP administrative award to the Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

(2) Outreach Expense

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

2. Advance Payments

Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Council by the Department of Elder Affairs (budget release). The Contractor's requests for advance payments require the written approval of the Council's Finance Director. For the first month's advance request, the Contractor shall provide the Council's Finance Director with documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Council's Finance Director, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after July 1, 2023.

- a. Any advance payment the Contractor requests must be distributed within seven days of receipt of payment from the Council. The Contractor shall submit to the Council documentation to support full distribution of advance funds with report number 3, due to the Council upon execution of contract, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- b. All advance funds requested for the Contractor must be fully expended no later than August 30, 2023. Any amount of advance payments not expended must be fully recouped on the Request for Payment submitted with Receipts and Expenditure Report number 4 due to the Council on September 7, 2023, in accordance with the Invoice Report Schedule (Attachment XII) attached to this Contract.
- c. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one – twelve of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with Receipts and Expenditure Report number 4, in accordance with the Invoice Report Schedule

(Attachment XII) attached to this Contract.

- d. Interest earned on advances must be identified separately by source of funds, state or federal. Contractor shall maintain advances of federal funds in FDIC interest bearing accounts, unless an exception is made in accordance with 45 C.F.R. § 75.305(b)(8). Interest earned in excess of \$250 per year on Federal cash balances shall be returned to the Council at the end of each quarter of the contract period.
- B. All payment requests shall be based on actual monthly expenditures beginning with the first month of this Contract. The schedule for submission of advance requests and requests for payment is in Attachment XII to this Contract.
- C. The final close-out request for payment is due to the Council no later than July 19, 2024.
- D. METHOD OF INVOICE PAYMENT**

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

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

E. PAYMENT WITHHOLDING

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

F. SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

G. FINANCIAL CONSEQUENCES

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

- 1. The Council shall not reimburse any expenditures associated with deliverables not

accepted by the Council as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.

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

H. REMEDIES-NONCONFORMING SERVICES

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

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

I. CONSEQUENCES FOR NON-COMPLIANCE

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

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

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

administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

IV. SPECIAL PROVISIONS

A. The following is incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual.

B. Modifications

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

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

C. Enforcement

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

for breach of contract are exempt from administrative proceedings.

END OF ATTACHMENT

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

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

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

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

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

PART II: STATE FUNDED

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

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

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

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

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

PART III: REPORT SUBMISSION

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

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

Jeffersonville, IN 47132

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

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

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

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

The Department at the following address:

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

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

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

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

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

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*

2 CFR § 200.201 – Administrative Requirements**

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR § 200.400 - § 200.411 – Cost Principles*

2 CFR § 200.100 – Administrative Requirements

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

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

2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*

2 CFR § 200.100 – Administrative Requirements

2 CFR § 200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

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

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

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

Sections 215.97 & 215.971, F.S.

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

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

EXHIBIT 2

FUNDING SUMMARY (2023-2024)

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

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

GRANT AWARD (FAIN#): 2102FLLIEA		FEDERAL AWARD DATE: 10/29/2021	
UEI NUMBER: X81UDEC6NBM6			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program	United States Department of Health and Human Services	93.568	\$25,431.76
TOTAL FEDERAL AWARD			\$25,431.76

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE

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

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

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

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

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

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

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

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

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

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

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

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

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

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

E. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

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

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

F. RECORDS AND DOCUMENTATION

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

G. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

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

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

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

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

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

Signature and Title of Authorized Representative	Street Address
Contractor	Date
	City, State, Zip code

ATTACHMENT IV

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

ATTACHMENT V

FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

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

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

For questions 2-5 please indicate the following:

	Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:							
3. Staff currently employed	Effective date:							
4. Clients currently enrolled/registered	Effective date:							
5. Advisory/Governing Board if applicable								

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

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

N/A YES NO

☐☐☐

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

N/A YES NO

☐☐☐

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

N/A YES NO

☐☐☐

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

N/A YES NO

☐☐☐

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

N/A YES NO

☐☐☐

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

N/A YES NO

☐☐☐

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

Verbal ☐ Written ☐ Poster ☐

N/A YES NO

☐☐☐

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

N/A NUMBER

☐ _____

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

N/A YES NO

☐ ☐ ☐

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

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

YES NO

☐ ☐

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

YES NO

☐ ☐

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

YES NO

☐ ☐

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

YES NO

☐ ☐

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

YES NO

☐ ☐

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

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

YES NO

☐ ☐

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

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

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

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

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

CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

CONTRACTOR INFORMATION:

Name: _____
Address: _____
FEID: _____

Phone: _____
Email: _____
Contact: _____

REPORT PERIOD:

From: _____
To: _____

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

SIGNATURE: _____
TITLE: _____

DATE: _____

BACKGROUND SCREENING



BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

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

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

Signature of Representative

Date _____

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

ATTACHMENT VIII

BUDGET SUMMARY

ADMINISTRATIVE COSTS

PERSONNEL

Total Personnel: \$0.00

RECURRING EXPENSES:

Printing & Supplies 2,204.02

Total Recurring Expenses: \$2,204.02**TOTAL ADMINISTRATIVE BUDGET** \$2,204.02**OUTREACH COSTS**

PERSONNEL

Case Manager \$ 529.04

I&R Coordinator \$ 2,705.13

Total Personnel: \$3,234.17

RECURRING EXPENSES:

Total Recurring Expenses: \$0.00**TOTAL OUTREACH BUDGET** \$3,234.17**TOTAL EHEAP Benefits (Crisis)** \$19,993.57**TOTAL** \$25,431.76Projected minimum number of applications* (Crisis): 72

*Eligible households may be provided with more than one benefit (across multiple EHEAP funding contracts within a 12-month crisis benefit cycle), totaling no more than \$5,000.00. The minimum number of individuals to be served crisis energy assistance may reflect duplicated consumers if a consumer receives multiple benefits. The period for the benefit is the cumulative of services provided from October 1, 2022 to September 30, 2023 and then October 1, 2023 to September 30, 2024.

PSA	#
-----	---

Emergency Home Energy Assistance Program

Administrative & Outreach Expense Budget

Detail

[illegible]

Total	\$ -
-------	------

RECEIPTS AND EXPENDITURE REPORT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

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

DOEA FORM 105

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

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

INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based Upon</u>	<u>Date Due to the Department</u>
1	July Advance Request*	July 3
2	August Advance Request*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 6
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 5
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 8
15	Final Close Out Report	July 25

* Advance based on projected cash need.

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

Note
2 Report numbers 3 through 14 shall reflect an adjustment of one-twelve of the total advance amount, on each of the reports, repaying advances issued for the first one or two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment XII).

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

POVERTY INCOME GUIDELINES

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

EFFECTIVE JULY 1, 2023

PEOPLE IN THE HOUSEHOLD	60% SMI
1	\$ 27,735
2	\$ 36,269
3	\$ 44,803
4	\$ 53,337
5	\$ 61,870
6	\$ 70,404
7	\$ 72,004
8	\$ 73,605
Please refer to the Federal Poverty Guidelines (FPG) Benefits Matrix for income ranges for household with 9-or-more individuals.	

*These figures are based on the 2022 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the Federal Register on January 19, 2023

ATTACHMENT XIV

LIHEAP PAYMENT MATRIX

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX - Updated FY 2023/2024								
HOME ENERGY BENEFITS ¹ AND POVERTY LEVELS BY HOUSEHOLD INCOME AND SIZE								Max Income Value Column†
Number of People in Household	50% or Less of Max Income Value	>50%-70% of Max Income Value		>70%-85% of Max Income Value		>85%-100% of Max Income Value		State Median Income (SMI)
1	\$ 13,868	\$ 13,869	\$ 19,415	\$ 19,416	\$ 23,575	\$ 23,576	\$ 27,735	
2	\$ 18,135	\$ 18,136	\$ 25,388	\$ 25,389	\$ 30,829	\$ 30,830	\$ 36,269	
3	\$ 22,402	\$ 22,403	\$ 31,362	\$ 31,363	\$ 38,083	\$ 38,084	\$ 44,803	
4	\$ 26,669	\$ 26,670	\$ 37,336	\$ 37,337	\$ 45,336	\$ 45,337	\$ 53,337	
5	\$ 30,935	\$ 30,936	\$ 43,309	\$ 43,310	\$ 52,590	\$ 52,591	\$ 61,870	
6	\$ 35,202	\$ 35,203	\$ 49,283	\$ 49,284	\$ 59,843	\$ 59,844	\$ 70,404	
7	\$ 36,002	\$ 36,003	\$ 50,403	\$ 50,404	\$ 61,203	\$ 61,204	\$ 72,004	
8	\$ 36,803	\$ 36,804	\$ 51,524	\$ 51,525	\$ 62,564	\$ 62,565	\$ 73,605	
Number of People in Household	75% of FPG or Less	At least 75% but no more than 100% FPG		Over 100% but no more than 125% FPG		Over 125% but no more than 150% FPG		Federal Poverty Guidelines (FPG)
9	\$ 41,774	\$ 41,775	\$ 55,700	\$ 55,701	\$ 69,625	\$ 69,626	\$ 83,550	
10	\$ 45,629	\$ 45,630	\$ 60,840	\$ 60,841	\$ 76,050	\$ 76,051	\$ 91,260	
11	\$ 49,484	\$ 49,485	\$ 65,980	\$ 65,981	\$ 82,475	\$ 82,476	\$ 98,970	
12	\$ 53,339	\$ 53,340	\$ 71,120	\$ 71,121	\$ 88,900	\$ 88,901	\$ 106,680	
13	\$ 57,194	\$ 57,195	\$ 76,260	\$ 76,261	\$ 95,325	\$ 95,326	\$ 114,390	
14	\$ 61,049	\$ 61,050	\$ 81,400	\$ 81,401	\$ 101,750	\$ 101,751	\$ 122,100	
15	\$ 64,904	\$ 64,905	\$ 86,540	\$ 86,541	\$ 108,175	\$ 108,176	\$ 129,810	
16	\$ 68,759	\$ 68,760	\$ 91,680	\$ 91,681	\$ 114,600	\$ 114,601	\$ 137,520	
17	\$ 72,614	\$ 72,615	\$ 96,820	\$ 96,821	\$ 121,025	\$ 121,026	\$ 145,230	
18	\$ 76,469	\$ 76,470	\$ 101,960	\$ 101,961	\$ 127,450	\$ 127,451	\$ 152,940	
19	\$ 80,324	\$ 80,325	\$ 107,100	\$ 107,101	\$ 133,875	\$ 133,876	\$ 160,650	
20	\$ 84,179	\$ 84,180	\$ 112,240	\$ 112,241	\$ 140,300	\$ 140,301	\$ 168,360	
LIHEAP HOME ENERGY BENEFIT ²	\$1,000 (up to \$1,350) <i>(Base \$1,000 plus one each of additional assistance below**)</i>	\$750 (up to \$1,100) <i>(Base \$750 plus one each of additional assistance below**)</i>		\$550 (up to \$900) <i>(Base \$550 plus one each of additional assistance below**)</i>		\$400 (up to \$750) <i>(Base \$400 plus one each of additional assistance below**)</i>		
**Additional Assistance if applicant household includes any of the following:				¹ These benefit levels are effective July 1, 2023.				
(1) Elderly (Senior 60 and over)		\$100		<i>Figures are based on the FY 2023 U.S. Department of Health and Human Services (HHS) Guidelines published in the Federal Register on January 19, 2023.</i>				
(2) Disabled		\$100						
(3) Child age 5 or younger:		\$150						

† Maximum Income Values
are the greater of 60% SMI
(family size 1-8) or 150% FPL
(family size 9-20).

ATTACHMENT XV

SOURCES OF INCOME

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

EHEAP APPLICATION AND ELIGIBILITY WORKSHEET
Emergency Home Energy Assistance for the Elderly Program - Application

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

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

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

*Your Social Security Number (SSN) is confidential under law. We may not collect your SSN unless we explain the reason for collecting your SSN in writing and provide the applicable statutory authority for doing so. Certain provisions of Chapter 430, Florida Statutes, read with Section 119.071(5), Florida Statutes, specifically authorize the Department of Elder Affairs (DOEA) and its designated staff/employees to collect SSNs when authorized by law or when collection of SSNs is imperative to the performance of DOEA's statutorily assigned duties. The Department is collecting your social security number as part of its responsibility to provide Emergency Home Energy Assistance.

DOEA Form 114 – 07/01/2023

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet		
Section Six: Income Eligibility Determination		
Annualize all household income.	Staple calculator tape here showing income calculations or write calculations in this space.	State Median Income (SMI) Guidelines effective 07/01/2023.
1. Add all gross monthly earned and unearned income from the past 30 days of all household members.		Select the annual income limit by household size: 100% of Max Income Value (MIV) 50% of MIV ☐ 1.....\$27,735 \$ 13,868 ☐ 2.....\$36,269 \$ 18,135 ☐ 3.....\$44,803 \$ 22,402 ☐ 4.....\$53,337 \$ 26,669 ☐ 5.....\$61,870 \$ 30,935 ☐ 6.....\$70,404 \$ 35,202 ☐ 7.....\$72,004 \$ 36,002 ☐ 8.....\$73,605 \$ 36,803 (Please refer to the Federal Poverty Guidelines (FPG) Benefits Matrix for income ranges for households with 9-or-more individuals.)
2. Add Medicare Premium (\$148.50), if not included in SSA amount.		
3. Add Medicare Part D, if applicable.		
4. To annualize, multiply the monthly total by 12 months.		
Annual Household Income		
\$		
☐ Categorically Eligible	If the total annual household income is less than 50% of the current State Median Income for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.	
Section Seven: Vendor, Benefit, and Verification Information		
Energy Vendor #1	Other Vendor #1	Contact made with LIHEAP provider to verify previous crisis assistance.
Name:	Name:	Contact Person: _____

Account Number:	Account/Voucher	Date:	Date of contact: _____
Minimum Amount Due: _____	Amount Due: _____	Has the applicant received LIHEAP crisis assistance during the current season? ☐ Yes ☐ No	
Verification and Commitment	☐ Blanket ☐ Portable Fan	☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter	If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required? ☐ Yes ☐ No ☐ N/A
Contact Person: _____	Energy Vendor #2 Name: _____	Other Vendor #2 Name: _____	
Account Number:	Account/Voucher Number:	Date:	
Minimum Amount Due: _____	Amount Due: _____	If the minimum amount due to resolve the crisis is more than the maximum allowed, explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance. _____	
Verification and Commitment	☐ Blanket ☐ Portable Fan	☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter	
Contact Person: _____			
(1) Total Energy Vendors	\$	(4) Total Other Vendors	\$
(2) Energy Subsidy	\$	Total EHEAP Benefit	
(3) Water, Sewer, Garbage, Fire, etc.	\$	Add	
(4) Deduct (2&3) from (1)	\$	Total Energy Vendor (4) & Total Other Vendor (4)	\$
Is the name on the fuel bill that of the applicants? ☐ Yes ☐ No If no, provide name on bill: _____			
Section Eight: Weatherization Assistance Program (WAP) Referral			
If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months? ☐ Yes ☐ No ☐ N/A			
If the answer to the previous question is "yes", was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A			
If the answer to the last question is "no", explain: _____			
Section Nine: Resolution of Crisis			
Resolution of the Heating/Cooling Energy Crisis occurred within 18/48 hours, by the following eligible action(s): (Select all that apply)			
☐ Approval of application		☐ EHEAP benefit prevented disconnection	
☐ Commitment made to vendor		☐ EHEAP benefit restored energy already disconnected	
☐ Denial of Application, pending		☐ Yes, client signed waiver	
☐ Denial of Application, ineligible		☐ No, client refused to sign waiver	
☐ Written referral and assistance to access other community resources			
Case Worker Signature		Approval Signature	
I have determined the eligibility of the applicant. I am not the applicant, nor am I a friend, relative, or employee of the applicant.		The application and eligibility determination must be reviewed for errors and appropriate file documentation prior to making payment. I have reviewed and approved this application for crisis assistance.	
Case Worker's Name: _____		Supervisor/Peer's Name: _____	
Case Worker's Signature: _____		Supervisor/Peer's Signature: _____	
Date: _____		Date: _____	
Agency Name: _____		Agency Name: _____	

DOEA Form 114 – 07/01/2023

ATTACHMENT XVII

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

Complete Section One in its entirety.

Special notes:

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

Section Two: Additional Household Members Information

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

Special notes:

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

Section Three: Household Characteristics

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

Special note:

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

Section Four: Heating and Cooling Information

Complete Section Four by answering each question.

Special note:

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

Section Five: Energy Crisis Explanation

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

Special note:

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

Client Attestation and Signature

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

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

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

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

Special notes:

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

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ Eligible elders may receive multiple crisis assistance benefit(s) that combined not to exceed \$5,000.00.
- ✓ The minimum amount due is the amount provided to you during the verification process with the home energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease to determine the total EHEAP benefit. The energy subsidy is deducted from home energy vendor payments only.
- ✓ Water, sewer, garbage, and fire, etc. MAY NOT be paid with EHEAP funds. Utility bills that include charges that are not directly related to cooling and heating will be reduced by the amounts for these charges.
- ✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP funds.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis. This may include the purchase of blankets, portable fans, space heaters, and/or repair of existing heating/cooling equipment, in addition to energy bill assistance, that combined does not exceed the crisis assistance cap of \$5,000.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both home energy vendors.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
 - Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;
 - Temporary emergency shelter (if needed due to energy-related crisis);
 - Payment to landlords (when utility costs are included in rent);
 - Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor);
 - Deposits to connect or restore energy;
 - Late fees, disconnect fees, and reconnect fees;
 - Charges from a previous account held by the applicant that is now closed;
 - Blankets and fans;
 - Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding. Example: In a case where

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

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

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

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its entirety.

Special notes:

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

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

Section Nine: Resolution of Crisis

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

Special notes:

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

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

Case Worker Signature

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

Special note:

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

Approval Signature

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

EHEAP CLIENT FILE CONTENT CHECKLIST

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

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

Supervisor/Peer Signature

Consumer File Monitoring Date

EHEAP COST REIMBURSEMENT SUMMARY

Provider:

Contract # _____
Report Period: _____

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

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

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

TOTAL

\$0.00

of applications pg.1: 0

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

ATTACHMENT XX

RECIPENT INFORMATION

FEDERAL YEAR: CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA:

II. CONTRACT NUMBER:

CONTRACT AMOUNT:

III. COUNTIES TO BE SERVED:

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Recipient:

Recipient Address:

Telephone:

Fax:

Website:

b. Executive Director or Chief Administrator:

Telephone:

Email Address:

c. President/Chairman of the Board:

Name:

Address:

Telephone:

Fax:

Email Address:

d. Program Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

e. Fiscal Contacts:

Name:

Title:

Telephone:

Email Address:

Name:

Title:

Telephone:

Email Address:

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

g. Agency's FEID Number:

Agency's DUNS #

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

Recipient Fiscal Year:

thru

Audit Due to Council:



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2012

Agenda Date: 8/1/2023

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 Contract #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program in an amount not to exceed \$288,836.39; authorizing execution of the Contract; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$288,836.39

Account Name: Senior Citizens Grant

Account Number: 001-0000-331-69-99

Background/History

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

The Alzheimer's Disease Initiative Program (ADI) assists persons afflicted with Alzheimer's Disease (AD) and other forms of dementia to live as independently as possible with support to family members and caregivers.

Current Activity

This agreement provides funding in the amount not to exceed \$288,836.39 for the Alzheimer's Disease Initiative Program. The City will assist eligible elders aged sixty (60) or older afflicted with AD and other forms of dementia, their families, and caregivers.

Recommendation

It is recommended that the City Commission approve agreement #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc., in the amount not to exceed \$288,836.39 for the ADI program; authorizing execution of the agreement; providing for an effective date.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JZ023-06-2024 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM IN AN AMOUNT NOT TO EXCEED \$288,836.39; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") wishes to contract with the Areawide Council on Aging of Broward County, Inc. ("Council") for the Council's funding for Alzheimer's disease initiative program services pursuant to Contract #JZ023-06-2024 (the "Contract"); and

WHEREAS, through the Alzheimer's Disease Initiative ("ADI") Program, staff provides supportive services for the senior population who are afflicted with Alzheimer's Disease and other forms of dementia to live independently and to support their family members and caregivers (the "Program"); and

WHEREAS, the term for the Contract with the Council will be effective July 1, 2023 through midnight on June 30, 2024; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of Contract #JZ023-06-2024 with the Council in an amount not to exceed \$288,836.39 for the Program 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 Contract with the Council, attached as Exhibit "A," for the Program services in an amount not to exceed \$288,836.39.

Section 3. The City Manager is hereby authorized to execute the Contract with the Council, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

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

WITNESSETH THAT:

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

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

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This Contract when executed will have an effective date of July 1, 2023. It will end at midnight, Eastern Standard time on June 30, 2024.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$288,836.39**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

To demonstrate compliance with this provision, Contractor shall submit Background Screening Attestation of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

6. Nondiscrimination-Civil Rights Compliance

- 6.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 6.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.
- 6.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 6.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

The Contractor shall provide services in the manner described in the Statement of Work, ATTACHMENT I of this Contract.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441

c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2 nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 41 page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

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

ATTACHMENT I

**STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

SECTION I: SERVICES TO BE PROVIDED**A. DEFINITIONS OF TERMS AND ACRONYMS****1. Contract Acronyms**

Alzheimer's Disease (AD)
Alzheimer's Disease Initiative (ADI)
Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Adult Protective Services (APS)
Client Information and Registration Tracking System (CIRTS)
Community Care for Disabled Adults (CCDA)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Dementia Care & Cure Initiative (DCCI)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C.)
Florida Statutes (F.S.)
Home Care for Disabled Adults (HCDA)
Instrumental Activities of Daily Living (IADLs)
Memory Disorder Clinic (MDC)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides ADI-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The purpose of the ADI is to address the special needs of individuals with AD and other forms of dementia, their families, and caregivers.

2. Alzheimer's Disease Initiative Program Mission Statement

The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

3. Authority

The relevant authority governing ADI Program include:

- (1) Sections 430.501 through 430.504, F.S.,
- (2) Rule Chapter 58D-1, F.A.C.; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.004 and 65.002.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of ADI. The program services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD and other forms of dementia or other related disorders.

C. CLIENTS TO BE SERVED

1. General Eligibility

The ADI Program addresses the special needs of individuals with AD and other forms of dementia or other related disorders and their caregivers.

2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be 18 years of age or older and have a diagnosis of AD and other forms of dementia or related disorder, or be suspected of having AD and other forms of dementia or a related disorder; and
- b. Not be enrolled in any Medicaid capitated long-term care program.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

5. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

SECTION II: MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of the ADI program, the Contractor shall perform, or ensure that its subcontractors perform, the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Statement of Work, ATTACHMENT I, Section I.C.2. of this Contract.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Service priority for individuals not included above, regardless of referral source, individuals determined through the DOEA's functional assessment administered to each applicant to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at a higher levels of frailty and risk of nursing home placement.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

4. Task Limits

The Contractor shall not perform any tasks related to the project other than those described in this Contract without the express written consent of the Council.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

3. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Service Location and Equipment**1. Service Delivery Location**

Services will be provided as needed in location determined by the Contractor to best meet clients' immediate needs.

2. Changes in Location

The Contractor shall notify the Council in writing a minimum of two weeks prior to making changes in location that will affect the Council's ability to contact the Contractor by telephone or facsimile.

3. Equipment

Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under this Contract including, but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies.

E. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

The Contractor shall ensure the availability of a continuum of services to addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of the services described in this Contract are performed in accordance with the current DOEA Handbook and the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in the Budget Summary, ATTACHMENT IV of this Contract, as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of ADI Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of ADI Program operations include the following:

- a. Developing a competitive solicitation process for allocation of ADI funds, including appeal procedures for handling disputes involving the subcontractors;
- b. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- c. Establishing vendor agreements at the PSA level, when applicable for ADI services according to manuals, rules, and agreement procedures of DOEA Handbook and/or NOI;
- d. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- e. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;

- f. Appropriately and timely submitting payments to subcontractors;
- g. Arranging in-service training for staff and/or subcontractors at least annually;
- h. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- i. Ensuring compliance with CIRTS regulations;
- j. Monitoring performance objective achievements in accordance with targets set by the Council and/or DOEA; and
- k. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

F. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit the SPA and an annual update, wherein the Council enters ADI specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of ADI specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information

for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2023 is due on February 16, 2024. The annual service cost report encompassing the twelve months ending 6/30/2024 is due on August 16, 2024, which will be forwarded to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

G. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRT Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRT Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

H. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.4. and Section II.D.1. through Section II.D.3. of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this Statement of Work, ATTACHMENT I, Sections II.F. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Annual Programmatic Monitoring Report

The Contractor's performance of the measures in the Statement of Work, ATTACHMENT I, Section II.H.1. of this Contract, will be reviewed and documented in the Council's Annual Programmatic Monitoring Report.

3. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council

in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

I. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

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

J. Council's Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT**A. General Statement of Method of Payment**

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in the Statement of Work, ATTACHMENT I, Section II.D. of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida (“budget release”). The Contractor will provide the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. For the first month’s advance request, the Contractor shall provide to the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor’s financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor’s requests for advance require the approval of the Council’s Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III of this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2023. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 6, 2023, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV of this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

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

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOE Handbooks, at the rates established in the Budget Summary, ATTACHMENT IV of this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V of this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 25, 2024.

F. CIRT Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRT database in accordance with the current DOE Handbooks and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Subcontractor(s) must enter this data into the CIRT prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRT data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRT Reports

The Contractor is required to run monthly CIRT's reports and verify that client and service data in the CIRT is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each deficiency identified in the CAP which

is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract.

1. Delivery of services to eligible clients as referenced in the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.2. and Section II.E.1. of this Contract – Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
2. Services and units of services as referenced in the Statement of Work, ATTACHMENT I, Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
3. Administrative duties as referenced in the Statement of Work, ATTACHMENT I, Section II.E.3. of this Contract – Failure to perform management and oversight of ADI Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
5. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS**A. Date for Final Request for Budget Revisions**

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2024, must be submitted to the Council's Program Specialist and the Council's Finance Director, no later than June 30, 2024; email requests are considered acceptable.

B. Contractor's Financial Obligations**1. Cost Sharing and Co-payments**

The Council will ensure the Contractor establishes annual co-payment goals. Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with ADI must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- a. No co-payment will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for the inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.
- c. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumers' contribution must be equal to or greater than the assessed co-payment.

2. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Remedies-Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 105 and 106, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires

immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

D. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow.

E. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

F. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

G. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or

- [illegible]

H. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

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

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

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

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

PART II: STATE FUNDED

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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contract, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2, Funding Summary Attachment to this Contract indicates state financial

assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

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

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

PART III: REPORT SUBMISSION

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

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

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

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

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

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

The Council at the following address:

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

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

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

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

PART IV: RECORD RETENTION

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

END OF ATTACHMENT II

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

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

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

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

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

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

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

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

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

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

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

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

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

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

- Section 215.97 & 215.971, F.S.

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

- State Projects Compliance Supplement

- Reference Guide for State Expenditures

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

END OF EXHIBIT 1

EXHIBIT 2**FUNDING SUMMARY**

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

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

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative - Respite	General Revenue	65.004	\$234,315.39
Council Match			\$54,521.00
TOTAL AWARD			\$288,836.39

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

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement

Reference Guide for State Expenditures

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

ATTACHMENT III**ALZHEIMER'S DISEASE INITIATIVE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 6
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 5
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 8
15	Final Expenditure	July 25

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

ALZHEIMER'S DISEASE INITIATIVE PROGRAM					
BUDGET SUMMARY					
FIXED SERVICES	Total Units	Unit Rate	Respite Funds	Council Match Funds	Total Reimbursement
Respite In-Facility	15,766.00	\$18.32	\$234,315.39	\$54,521.00	\$288,836.39
TOTAL ADI AGREEMENT AMOUNT			\$234,315.39	\$54,521.00	\$288,836.39

ATTACHMENT V

Forms 105 and 106

Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

RECEIPTS AND UNIT COST REPORT PROGRAM

PROVIDER NAME, ADDRESS, PHONE # and FEID# PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX		FUNDING SOURCE: Program		THIS REPORT PERIOD MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA #: 10		
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.						
Prepared By:		Date:		Approved By:		
Date:		Date:				
PART a: INCOME / RECEIPTS		A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget	
1. Federal Funds						
2. State Funds		\$0.00	\$0.00	\$0.00	#DIV/0!	
3. Program Income						
4. Local Cash Match						
5. SUBTOTAL: CASH RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!	
6. Local In-Kind match						
7. TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!	
PART b: UNIT COST REPORT						
(A)	(B)	(C)	(D)	(E)	(F)	(G)
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED	AMOUNT EARNED YTD
<u>FIXED SERVICES</u>						
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
	\$0.00			\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME		A. Total - Current Month		B. Total - Year To Date		
1. CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00		\$0.00		
2. CLIENT CO-PAY ASSESSED		\$0.00		\$0.00		
3. CLIENT CO-PAY COLLECTIONS		\$0.00		\$0.00		
4. INTEREST (NET AMOUNT NOT RETURNED)		\$0.00		\$0.00		
5. MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00		\$0.00		

PSA #10 Form 105, Dated July 1997

CONTRACT #

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE**

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☐ Supplemental ☒ B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By: _____ Date: _____ Approved By: _____ Date: _____				
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period = to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID: P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

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

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement,

compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

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

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

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

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

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

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

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

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

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

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

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

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

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

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

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

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

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

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

Signature and Title of Authorized Representative

Date

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

Contractor

227 NW 2nd Street
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

ATTACHMENT VIII

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
	Completed By	
	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective

manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national

origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

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

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX

BACKGROUND SCREENING



Ron DeSantis
Governor

Michelle Branham
Secretary

BACKGROUND SCREENING

Attestation of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of

Employer Name

located at _____

Street Address

City

State

ZIP code

I, _____ do hereby affirm under penalty of

Name of Representative

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

Signature of Representative

Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1989

Agenda Date: 8/1/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, awarding Invitation to Negotiate #23-02-PC to _____ for the lease of the City Pier Restaurant; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the December 20, 2022 meeting, the City Commission provided direction to staff regarding leasing of the City-owned Pier Restaurant, the terms of the lease and items that it felt were important to be included in future agreements. Based on this input, ITN #23-02-PC was developed. The City authorized a final extension with the existing operator, and the final extension of that lease expires at the end of October 2023. That allows the property to be occupied while the ITN process is completed and awarded to a new proposer.

The Pier Restaurant Invitation to Negotiate process has been ongoing since March, 2023. The ITN (ITN 23-02-PC) document was prepared containing significant pertinent components of the expected lease terms. The opportunity was widely advertised through the City's purchasing network, direct mail to interested restaurateurs, the Florida Hospitality & Lodging Association and restaurant brokers.

At the June 20, 2023 meeting, the Commission approved the ranking of the Evaluation Committee, which approved the first ranked proposer as LM Cove, LLC and the second ranked proposer as Deerfield Beach Cafe LLC. The Commission also authorized concurrent negotiations with the two top-ranked proposers.

Current Activity

In continuation of the Pier Restaurant ITN procurement process and as per the direction of City Commission at the June 20, 2023 City Commission meeting, the City Manager designated a Negotiation Committee assigned with the task of negotiating the best overall deal for the City. The Committee met individually with the top two highest rated proposers. Meeting minutes of the individual Negotiation Committee meetings are attached to this item. Both proposers were asked for their best and final offer. The Negotiation Committee had a third meeting and recommended that the City Commission approve the award of the ITN to Deerfield Beach Cafe LLC.

Subsequent to the July 3, 2023 meeting, LM Cove, LLC sent an email to members of the Negotiation Committee with an enhanced financial proposal. The Negotiation Committee requested a written best and final proposal from both responders and reconvened another Negotiating Committee meeting. At that final meeting, the business terms and financials of both proposers were discussed and clarified. The Committee ultimately recommended that the City Commission award the ITN and lease to Deerfield Beach Cafe LLC, as the firm that offered the best overall value to the City and the most capable of assisting the City in achieving the objectives of the Lease, taking into consideration the evaluation criteria set forth in the ITN. A Commission Workshop was conducted on July 20th, 2023 to allow for the City Manager to present the status of the ITN and the recommendation of the Negotiation Committee and provided for Commission discussion.

Deerfield Beach Cafe, LLC is offering an initial annual lease payment of \$210,000 that will increase automatically by 2% annually, with a profit sharing option beginning in year 2 of 5% of net sales over a natural breakeven point of \$4,200,000. The proposal includes a mix of full-service indoor dining, grab and go meal service, and outdoor alfresco dining in the adjacent patio area and elevated deck. The restaurant will be open for breakfast, lunch and dinner seven days a week throughout the year, with the exception of limited holiday and special event closures. In order to continue to provide public access to the observation deck, Deerfield Beach Cafe proposes working with the City to offer scheduled recreational programming on the deck similar to the morning yoga courses that are offered there now.

The lease term is proposed for 20 years with two (2) five year renewable options. Deerfield Beach Cafe proposes making \$2.4 million in improvements to the restaurant, including kitchen, interior and signage remodels. Improvements also include the build-out of a fixed awning over the patio area, as well as a small service area and bar on the observation deck. The construction phase of the project is estimated to take up to five months. A list of the key business terms is attached, with the commencement date proposed as November 1, 2023.

It is recommended that the City Commission accept the recommendation of the Negotiation Committee to award the lease of the pier restaurant to Deerfield Beach Cafe, LLC. as per the business terms outlined above. If this award is approved, the proposed lease agreement will be presented to the City Commission via an ordinance at subsequent meetings.

Recommendation

It is recommended that in response to ITN 23-02-PC, the City Commission accept the recommendation of the Negotiation Committee to award the ITN and lease of the Pier Restaurant to Deerfield Beach Cafe, LLC, as per the business terms outlined above.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AWARDED INVITATION TO
NEGOTIATE #23-02-PC TO _____ FOR THE
LEASE OF THE CITY PIER RESTAURANT; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, Invitation to Bid #23-02-PC (the “ITN”) for the lease of the City of Deerfield Beach Pier Restaurant (the “Restaurant”) was advertised in the legal notices section of the Sun-Sentinel on March 21, 2023, and the notice was also sent to one hundred and seven (107) prospective offerors via the e-Procurement Marketplace; and

WHEREAS, on May 22, 2023 at 11 a.m., the Purchasing and Contract Administration Division unsealed the three responses that were timely received, and reviewed the responses to ensure they met the ITN requirements; and

WHEREAS, following the oral presentations and rankings, the Evaluation Committee forwarded their recommendation to the City Commission for consideration of the Committee’s rankings with LMCove, LLC, as the top-ranked firm, Deerfield Beach Café, LLC, the second highest ranked firm, and Class Act Restaurant Group, LLC, the third highest ranked firm; and

WHEREAS, on June 20, 2023, the City Commission passed and adopted Resolution No. 2023/114 approving the ranking for the ITN and authorizing the City Manager or his designees to commence concurrent negotiations with the two top ranked proposers, LMCove, LLC and Deerfield Beach Café, LLC, in accordance with the terms of the ITN and Section 38-116(1)(c)(2) of the City Procurement Code; and

WHEREAS, on June 26, 2023, at a duly noticed meeting, the Negotiation Team appointed by the City Manager (the “Team”) met with representatives of LMCove, LLC to negotiate lease terms, including consideration of LMCove, LLC’s best and final offer, and, on June 27, 2023, the Team met with representatives of Deerfield Beach Café, LLC to negotiate lease terms, including consideration of Deerfield Beach Café LLC’s best and final offer; and

WHEREAS, on July 3, 2023, the Team met at a duly noticed meeting, to discuss both negotiation sessions including taking into consideration the best and final offers received and the evaluation criteria set forth in the ITN, and the Team voted to recommend that the City Commission award the ITN and lease to Deerfield Beach Café, LLC; and

WHEREAS, subsequent to the July 3, 2023 meeting, LM Cove, LLC sent an email to members of the Team with an enhanced financial proposal from what was presented as their best and final offer at their June 27, 2023 meeting, which caused the City to request confirmation of written best and final offers from both proposers and the scheduling of one final Team meeting where such offers would be presented and discussed; and

WHEREAS, on July 10, 2023, the Team held a final Negotiation Team meeting where the business terms and financials of both proposers, including their best and final offers, were discussed and clarified, and the Team voted to recommend that the City Commission award the ITN and lease to Deerfield Beach Cafe LLC, as the firm that offered the best overall value to the City and the most capable of assisting the City in achieving the objectives of the Lease, taking into consideration the evaluation criteria set forth in the ITN; and

WHEREAS, Deerfield Beach Cafe, LLC, is offering an initial annual lease payment of \$210,000, with 2% annual increases, with a profit sharing option beginning in year 2 of 5% of net sales over a natural breakeven point of \$4,200,000, and their proposal includes a mix of full-service indoor dining, grab and go meal service, and outdoor alfresco dining in the adjacent patio area and observation deck; and

WHEREAS, the final negotiated lease agreement shall be subject to consideration by the City Commission via an Ordinance at a future meeting.

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 award of the ITN for the lease of the Pier Restaurant to _____.

Section 3. The proposed lease agreement between the City and _____, in a form consistent with the terms of the ITN and _____, LLC’s best and final offer, shall be presented for consideration by the City Commission at a future City Commission meeting.

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

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Kris Mory, Director of Economic Development

FROM: Paul Collette, Senior Buyer

THRU: Bogdan Avasiloe, Purchasing Manager

DATE: July 20, 2023

RE: **City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC**

The Purchasing and Contract Administration Division recently issued an Invitation to Negotiate (ITN) for City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITN was advertised in the legal notices section of the Sun-Sentinel on March 21, 2023.
- The notice was also sent to one hundred seven (107) prospective Offeror's via the e-Procurement Marketplace.
- Five (5) vendors viewed the documents of the ITN.
- On April 4, 2023 a Non-Mandatory Site Visit was held for a walk-thru of the City's Facility.
- On May 17, 2023 a follow-up Non-Mandatory Site Visit was held for a walk-thru of the City's Facility.
- One (1) addendum was issued to make changes to the ITN documents.
- On May 22, 2023 at 11:00 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed the three (3) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure each proposal met the ITN requirements.
- Subsequently, each member of the evaluation committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, and evaluation sheets.
- Each evaluation committee member independently reviewed and scored the proposals in accordance with the criteria/points stated in the ITN prior to the first public evaluation meeting held on May 26, 2023 at 11:00 a.m. EST. The Evaluation Committee consisted of: Horace McHugh, Assistant City Manager; Eric Power, Director of Planning and Development Services; Kaitlyn Collier, Redevelopment Project Coordinator.

- The proposals were evaluated based on the following Criteria/Points:

Criteria	Maximum Points
Qualifications and Experience of Principals and Staff	30
Compatibility with the City's Objectives	10
Restaurant Concept, Décor, Atmosphere, Menu, Pricing	25
Financial Plan, Capital Investment, and Capabilities	20
Lease Payment	15
	100

- The proposals were ranked as follows:

Ranking	Horace McHugh	Eric Power	Kaitlyn Collier	Total Average Points	Ranking
LMCOVE, LLC	88	68	91	82.33	1
Deerfield Beach Café, LLC	80	72	92	81.33	2
Class Act Restaurant Group, LLC	73	62	87	74	3

- Following the ranking and discussions of the proposals, Horace McHugh made a motion to conduct Oral Presentations with the top three (3) ranked Proposers (LMCOVE, LLC; Deerfield Beach Café, LLC; Class Act Restaurant Group, LLC). This motion was seconded by Eric Power. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations with the top three (3) ranked Proposers.
- On June 5, 2023, Oral Presentations were conducted as follows:

PROPOSER	TIME
Class Act Restaurant Group, LLC	1:00 PM
Deerfield Beach Cafe, LLC	1:45 PM
LMCOVE, LLC	2:30 PM

- On June 5, 2023 at 3:30 p.m. EST, following the Oral Presentations, an Evaluation Committee meeting was held. The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting held on May 26, 2023) and the Final Evaluation Sheets (after Oral Presentations) which was independently filled-out after their discussions.
- The proposals were evaluated based on the same criteria/points as the initial Evaluation Committee meeting.

- The results of the final ranking (After Oral Presentations) are as follows:

Ranking	Horace McHugh	Eric Power	Kaitlyn Collier	Total Average Points	Ranking
LMCOVE, LLC	88	70	91	83	1
Deerfield Beach Café, LLC	80	72	93	81.66	2
Class Act Restaurant Group, LLC	73	62	84	73	3

- Following the final ranking and discussion of the proposals (after oral presentations), Horace McHugh made a motion to recommend to the City Commission, to approve the ranking. This motion was seconded by Eric Power. The Evaluation Committee was unanimous in their decision.
- On June 20, 2023, the City Commission approved the ranking and authorizing concurrent lease negotiations with the two (2) top ranked proposers, LMCOVE LLC and Deerfield Beach Café LLC. A Negotiation Team was designated to meet and negotiate with each proposer.
- On June 26, 2023, a Negotiation Team meeting was held with LMCOVE LLC. The following topics that the Negotiation Team requested from each proposer prior to the meeting were discussed:
 - A statement of your willingness to operate within the leased areas outlined in the ITN document.
 - A statement of willingness to operate the restaurant in “as is” condition prior to construction commencement.
 - A statement of the intended timeline for:
 - Time (in calendar days) to prepare plans and specifications from approval of 30% conceptual documents to permit submittal.
 - Time (in calendar days) from issuance of the permit to complete construction and receive a Certificate of Occupancy (CO).
 - Time needed after CO for training prior to reopening.
 - Opening date.
 - A statement specifying your plan for public access to the observation deck.
 - Rent payment commencement date.
 - Best and final statement of proposed lease payments.
- On June 27, 2023, a Negotiation Team meeting was held with Deerfield Beach Café LLC. The following topics that the Negotiation Team requested from each proposer prior to the meeting were discussed:

- A statement of your willingness to operate within the leased areas outlined in the ITN document.
 - A statement of willingness to operate the restaurant in “as is” condition prior to construction commencement.
 - A statement of the intended timeline for:
 - Time (in calendar days) to prepare plans and specifications from approval of 30% conceptual documents to permit submittal.
 - Time (in calendar days) from issuance of the permit to complete construction and receive a Certificate of Occupancy (CO).
 - Time needed after CO for training prior to reopening.
 - Opening date.
 - A statement specifying your plan for public access to the observation deck.
 - Rent payment commencement date.
 - Best and final statement of proposed lease payments.
- On July 3, 2023, Negotiation Team meeting was held to discuss the negotiations with the two (2) highest ranked proposers and make a recommendation to the City Commission. After discussions the Negotiation Team ranked first Deerfield Beach Café LLC as the best offer for the City.
 - On July 10, 2023, an additional Negotiation Team meeting was held to review and discuss the following agenda:
 - Review of Written “Best and Final” Offerors.
 - Review of Key Business Terms.
 - Public Comments.
 - Deliberation and Negotiation Committee Recommendation.
 - Conclusion of Negotiations.
 - Adjournment.
 - Both Deerfield Beach Café LLC and LMCOVE LLC provided a written Best and Final Offer (BAFO). The Negotiation Team reviewed the (BAFO) from the two (2) proposers as recommended by the City Manager. During discussion with the Negotiation Team, LMCOVE LLC had verbally changed their (BAFO). The Negotiation Team discussed with both proposers their (BAFO's) and key business terms. After final deliberations, Horace McHugh made a motion to recommend to the City Commission to award a contract with Deerfield Beach Café LLC. The motion was seconded by Kris Mory. The Negotiation Team was unanimous in their decision.
 - Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Negotiation Team is recommending to the City Commission, to award the contract to Deerfield Beach Café LLC.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.



THE
PALM HOUSE
KITCHEN & BAR



TABLE OF CONTENTS

Proposal Package

Cover Letter	4
Experience and Qualifications	5-22
Executive Summary	23-35
The Palm House	36-51
Design Development	52-70
Operations Plan	71-79
Menu	80-89
LEED Certification/Green Building Maintenance	90
Concept	91-95
Financials	96-100
Qualification Statement.....	101
Restauranteurs Certification.....	102-103
Ethics Code Disclosure.....	104
Lease Proposal.....	105



To Whom It May Concern:

Please accept this letter and attached presentation on behalf of Deerfield Beach Café LLC, an operating entity, hereby proposing to provide restaurant operations at the City's international fishing pier as a tenant. The managing member of Deerfield Beach Café LLC is The Danielle Rosse Revocable Trust (Danielle Rosse as trustee of the Danielle Rosse Revocable Trust). The proposed restaurant business name will be The Palm House Kitchen & Bar. We look forward to your review and acceptance,

Danielle Rosse
Deerfield Beach Café LLC

EXPERIENCE



MEET THE TEAM



PRINCIPAL
Danielle Rosse



DIRECTOR OF OPS
Jordan Naftal



EXECUTIVE CHEF
Nicole Fey



HOSPITALITY CONSULTANT
John Tolbert



CULINARY CONSULTANT
Dean Max



CFO
Melanie Shaw



PRINCIPAL
Danielle Rosse

Danielle Rosse is a veteran of Deerfield Beach operating Oceans 234 for the past 2 decades. Starting as Director of operations she transformed what was once a sleepy oceanfront diner into the alluring waterfront dining escape that Oceans 234 is recognized as today. In 2012 She purchased the restaurant to become the sole owner of the establishment and in 2015 she underwent a massive multi-million-dollar renovation on the property elevating the guest experience. In addition to Oceans 234 in 2007, Rosse launched The Whale Raw Bar, A neighborhood New England Raw bar in Parkland. After six years of successful business, she sold in 2013.

Rosse has a passion for the multi-faceted nature of restaurant ownership. Rosse believes that Oceans 234 is the total restaurant package, offering a fun experience, fresh food, and great service with unparalleled views, reviving the Florida tradition of breezy oceanfront living. This respected restaurateur also strives to give back to the industry that she loves so dearly. Rosse served two years as the Broward chapter President for the Florida Restaurant and Lodging Association and sits on the State board of directors for the FRLA as well as the Deerfield beach Economic Development council.

She has been recognized in many organizations for her community work and has received the following recognitions; 2011 Coconut Creek Small Business Person of the Year, 2013 Soroptimist International Woman of Distinction, 2014 International Women’s Leadership honoree by SSL, 2014 was named by the *South Florida Business Journal* Influential Woman of the Year, 2017 Junior League of Palm beach county Women Volunteer of the year nominee, 2019 Deerfield Beach Chamber Community Heroes award recipient and a 2023 Zonta Club “Heart, Soul & Service ” award recipient. Rosse and the Oceans 234 team utilize their professional resources to support as many nonprofit organizations as they are able each year.



DIRECTOR OF OPS
Jordan Naftal

Jordan’s journey in the restaurant industry has been a classic story of rising in the ranks from dishwasher to general manager while learning everything in between. Hailing from Long Island he fell in love with the diversity of cuisine that surrounded him and knew from a young age that he wanted to be involved in restaurant operations. Today he is a true hospitality expert with a passion for developing concepts, people, and communities and is driven by innovation and continuing education.

His career has taken him everywhere from a steakhouse in Historic Ellicott City, in which he increased annual revenue until it doubled in five years, to the flagship Hard Rock Cafe restaurant in New York City in which he generated an 18% profit increase in just six short months. He established Disney’s first ESPN zone which was an immense success and spawned locations nationwide that continually exceeded multi million-dollar revenue projections. His largest project included managing the Southeast Region for Hard Rock Cafe which employed more than 1,000 personnel and exceeded \$66 million in annual revenue. His accolades include Wine Enthusiast Restaurant Awards, Restaurateur of the Year, Baltimore Magazine Top 50 Restaurants, and Winner of the Best Wine and Beverage Program just to name a few.

These days he has opted for a more intimate coastal restaurant managing Oceans 234 in Deerfield Beach. He has taken on this beloved local and independent restaurant with the same gusto that he brings to all of his projects and in his tenure has guided the restaurant through the difficulties of 2020 into a new phase of elevated hospitality and experience. Even with his years of experience both managing and owning his own restaurants he shows no sign of slowing down and maintains the same passion for the industry that he has had since day one. He looks forward to growing with the Oceans 234 family and seeing what manner of exciting projects he can take on with them in the future.



EXECUTIVE CHEF
Nicole Fey

As a Florida native, Chef Nicole Fey grew up learning to love the fresh fish, local agriculture, and tropical produce that the state has to offer. From a young age her grandmother also taught her how to prepare traditional Cajun and southern dishes as well as how to throw the perfect crawfish boil. After graduating from Florida State University, she moved to South Korea to teach English and her time in East Asia continues to influence the cooking style and character of her cuisine.

In 2012 she graduated with a Masters in Gastronomy from Boston University and is one of a handful of working chefs that have earned such a distinction. Upon graduating she continued her culinary career working in kitchens in Boston, Cambridge, Nantucket, Atlanta, Delray Beach, West Palm Beach, and now Deerfield Beach. She continues to create menus with fresh local ingredients, seasonal produce, and plant-based options. As part of her master’s degree, she studied nutrition and food science and loves to create wholesome well-rounded cuisine that can both delight diners with its complex flavor and surprise with its health benefits.

Chef Nicole developed a great deal of experience through her time working at Gratto/Buccan in Palm Beach, James Beard award winning East Coast Grill in Cambridge Mass, Cru Nantucket, the Barbara lynch group in Boston and was the opening Chef at the Wine room kitchen and bar in Delray beach.

In her free time she loves to travel, hike, read, and spend time with her husband and pets. Chef Nicole is excited creating world class cuisine at Oceans 234 and being part of the Deerfield Beach community.



HOSPITALITY CONSULTANT
John C. Tolbert

John C. Tolbert is an accomplished Founder + Managing Director with Revelation Consultancy, a globally recognized business consulting firm specializing in luxury lifestyle, real estate, hospitality, and private club industries. His leadership and expertise in resort and residential real estate, private clubs, and hospitality have helped developers, owners, financial institutions, and management companies make critical decisions on vision, strategy, marketing, sales, and operations since 2009.

Currently serving as Senior Vice President, Asset Management at BRE Hotels & Resorts, he oversees sales and marketing initiatives, including the development of creative revenue driving opportunities across the full-service portfolio. Prior to this, he served as President and Managing Director of Boca Raton Resort & Club, where he led a team of over 1,800 employees and spearheaded the creation of the Yacht Club, a luxury boutique hotel experience within the larger resort, developed a world-class fitness program and introduced the Artist-in-Residence program. In 2018, he managed the sale of the Resort and Club, one of the largest hotel sales in South Florida in recent years.

Mr. Tolbert's impressive career trajectory has also included numerous leadership positions within the hospitality industry, most notably serving as President of Sales & Marketing for LXR Luxury Resorts, The London NYC, and The London West Hollywood Hotel & Resort brands. In this role, he acquired, redesigned, rebranded, and positioned over 100 hotels, resorts, and residences. Additionally, he has served as Managing Director for the Lotte New York Palace and General Manager of both the Marriott Maui and Marriott Waikoloa Beach on The Big Island (during Blackstone's ownership).

Mr. Tolbert is an esteemed member of various business and community boards, including Governor DeSantis' Re-open Florida taskforce, Cultural Council of Palm Beach County, Tourism Development Council of Palm Beach County, Boca Raton Historical Society, American Hotel & Lodging Association, Boca Raton Bowl, and Boca Raton Chamber of Commerce, among others. As an advisor to the boards of FAU Business School, Lynn University, and NSU Hospitality Programs, he is a highly sought-after public speaker on business leadership and hospitality excellence. Mr. Tolbert's achievements have been profiled in various magazines, including Palm Beach Illustrated and Boca Raton Magazine, and he has been featured on CNBC, ESPN, Yahoo! Finance, and the popular Netflix series Stay Here. He has also been honored as Hilton Worldwide's "Luxury Leader of the Year" and Greater Boca Raton Chamber of Commerce's "Business Leader of the Year."



CULINARY CONSULTANT
Dean Max

Dean James Max is the chef and president of DJM restaurants, a company that specializes in restaurant concept development and ongoing management and has been an established leader in the culinary world for many years. He has celebrated the launch of numerous destination restaurants all over the world and is based in Deerfield Beach, Florida. The company has launched and operated farm to table concepts in many hotel brands such as Ritz Carlton, Marriott, Renaissance hotels as well as a variety of independent restaurants and modern fast casuals.

Max’s career began working for Michelin star chefs and he developed his farm to table skills in the slow food movement of Italy when he lived in Florence. He moved up the ranks in Ritz Carlton kitchens in Atlanta and Washington before refining his cooking as a chef in San Francisco and Los Angeles in the 90’s. All the DJM locations have seen great success with many awards for food and beverage excellence. Currently the company operates the Brasserie complex in Grand Cayman consisting of an up-scale restaurant, market, juice bar, BBQ concept, bakery and event space. The company works on reinventing the food and beverage program at Pink Sands Resort in Harbor Island Bahamas and most recently launched a cooking series at Swank Farmhouse cooking show.

DJM has created brands like the award winning 3030 Ocean restaurant in Fort Lauderdale, Even Keel Restaurant, James Republic, Blue Ocean Poke, Cultivar Mexican Kitchen, Latitude 41, AMP 150, Parallel Post, Watertable, and reinvented the Cheeca Lodge Resort in Islamorada. The restaurants are all based around farm to table concepts and are deeply involved in grass roots marketing programs that develop them as destination locations. Chef Max has a laundry list of accomplishments from **multiple James Beard nominations for Best Chef**, crowned **King of American Seafood in 2010**, wrote an amazing **seafood cookbook in 2006 called “A Life by the Sea**, and holds many restaurant accolades from multiple properties.



CFO
Melanie Shaw

Melanie A. Shaw, MBA is a strategic finance professional who brings innovative energy, along with powerful Strategy, Vision, and Collaboration, through a passion for service, impact, and partnerships. Her 25+ years of expertise includes a broad range of industries including multi-unit restaurant, consumer packaged goods, association management, and manufacturing.

She is a CFO/Principal with ProCFO Partners and serves as the part-time CFO for OCEANS 234, in addition to other small to medium size restaurant groups, and non-profit organizations, to bring visions and values to life. Her CFO roles have included the leadership of Finance, Operations, Technology, and Human Resource teams with rapidly growing organizations, acquisitions, start-ups, emerging brands, franchise groups, family, and global organizations.

Melanie holds an MBA from DePaul University’s, Kellstadt Graduate School of Business with a concentration in Finance and Marketing, along with a B.S. Degree in Finance and Information Systems, graduating with an honors distinction at both.



DESIGN
MS DESIGN CONSULTING



BUILD
RCC AND ASSOCIATES



STORYTELL
King & Partners



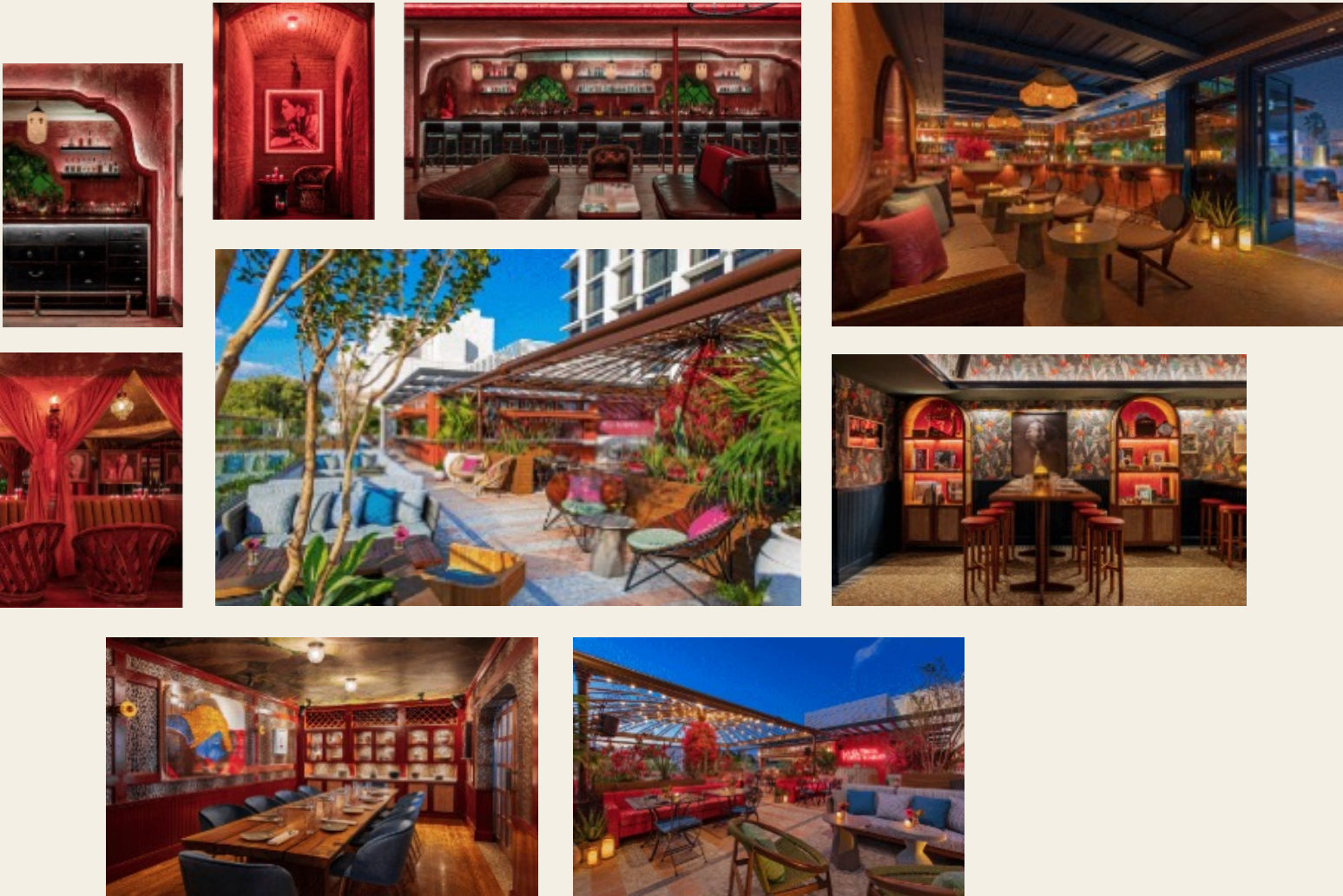


MS DESIGN CONSULTING
Sample work





MS DESIGN CONSULTING
Sample work





RCC AND ASSOCIATES
Sample work



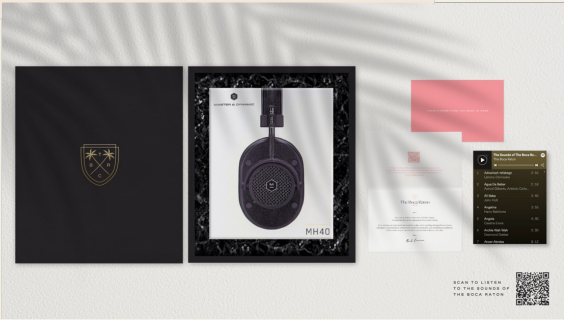
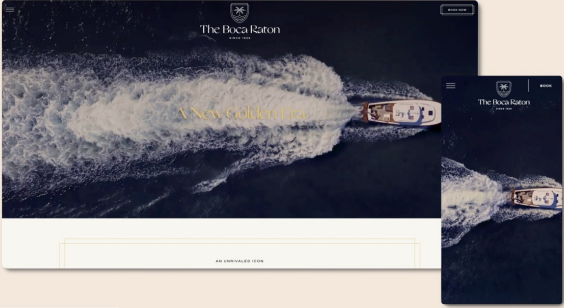


RCC AND ASSOCIATES
Sample work



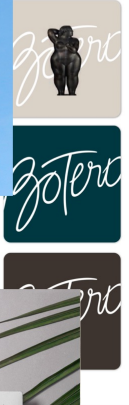
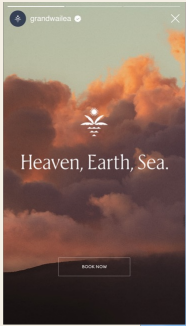
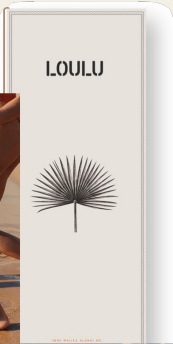
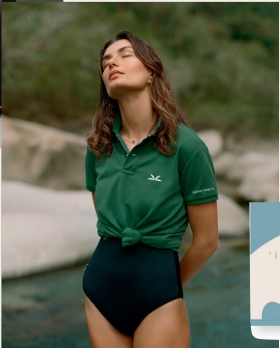


King & Partners
Sample work



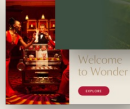
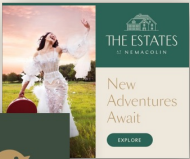
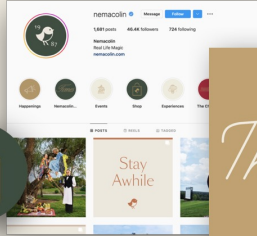
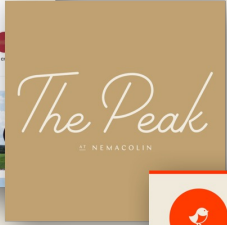
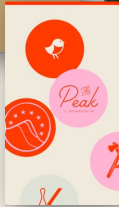
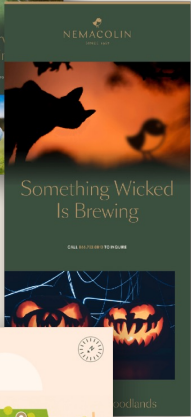
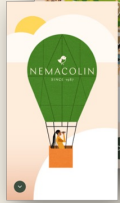
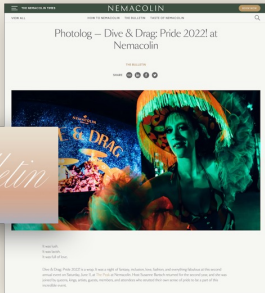
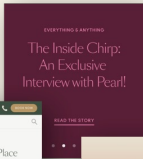
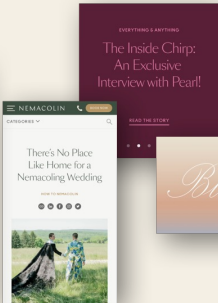
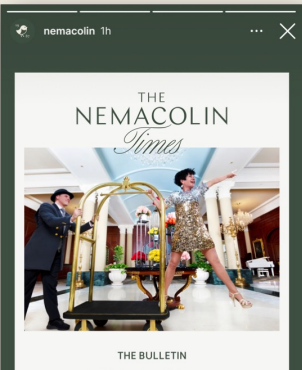
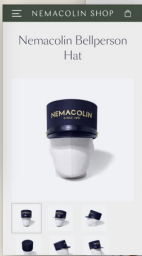
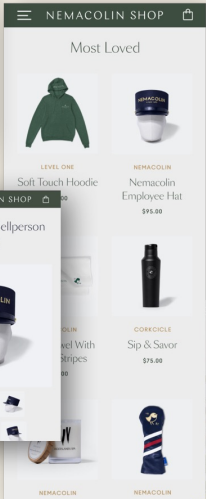
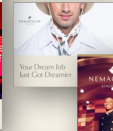
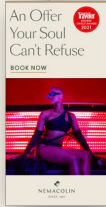
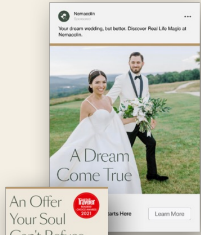


King & Partners
Sample work



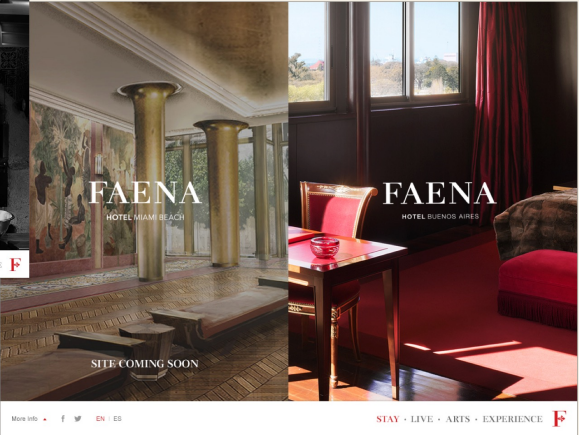
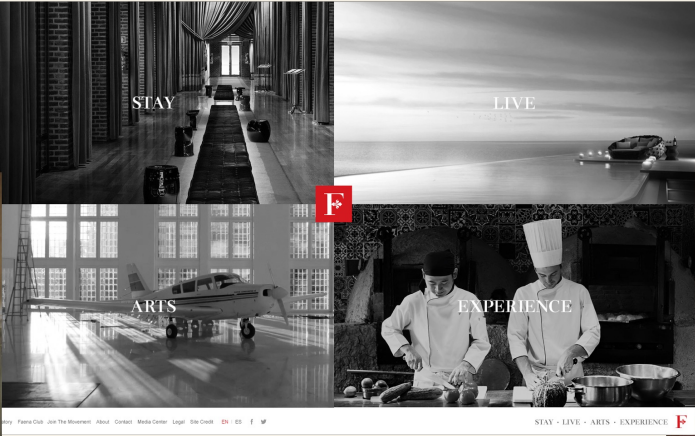
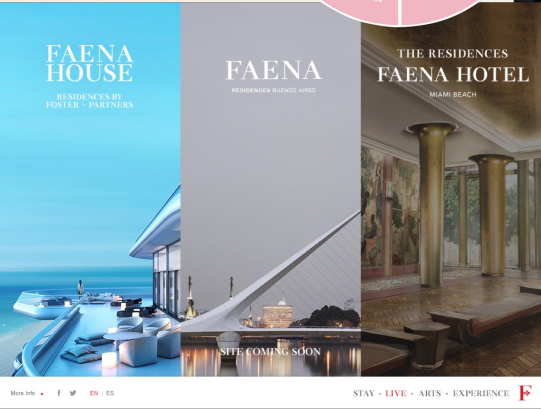
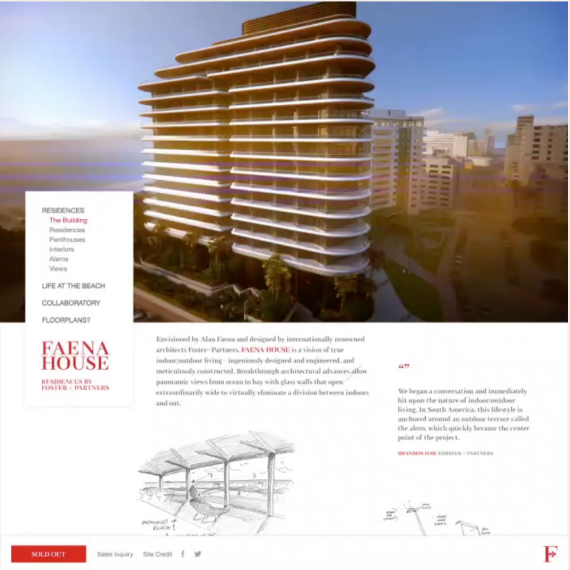
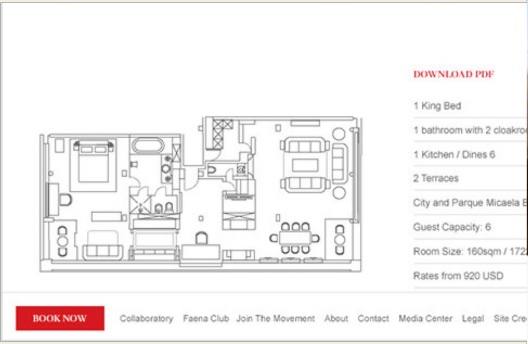
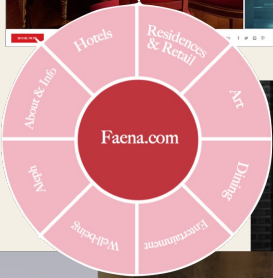


King & Partners
Sample work





King & Partners
Sample work





King & Partners
Sample work





EXECUTIVE SUMMARY

With over two decades of experience in the food and beverage industry, Danielle Rosse possesses the skills, knowledge, and dedication needed to operate a successful restaurant. At Oceans 234, there is a proven track record of delivering consistently high-quality hospitality that exceed customers' expectations with a keen understanding of the importance of strategic planning, financial management, and marketing to drive restaurant growth and success.

Over the past two decades, Oceans 234 management team has evolved and elevated to keep pace with the changing landscape of the hospitality industry. This transformation has given us a comprehensive understanding of the restaurant industry's daily operations, cash management, positive culture and community impact. As part of the fabric of the community their wealth of expertise enables them to deliver an exceptional experience that the Deerfield Beach community will embrace.

The ability to foster strong relationships with customers, vendors, team members, and the community is critical to ensuring the long-term success of the restaurant. Our team provides exceptional customer service and possess effective communication and leadership skills that have enabled us to work collaboratively to ensure smooth restaurant operations.

Overall, this team's food knowledge, business experience, marketing skills, community engagement and passion for providing a true hospitality experience makes them the best choice to manage the proposed restaurant at the Deerfield Beach International Fishing Pier.



CORPORATE MISSION & VISION STATEMENT

OUR MISSION:

Our mission is to change the way we think about food and dining through meaningful hospitality. We set lofty goals for ourselves because we truly believe that with passion, knowledge, and care in everything we do the stars are the limit. We are memory makers and enjoyment curators. We strive to create a community around our brand. We approach our industry holistically believing that good hospitality creates an ecosystem, and we endeavor to make every decision for the greater good of our team, our guests, and our community.

CORE VALUES:

KEEP MOVING AHEAD:

We are innovators and standard bearers in our industry. With passion we progress by never settling.

SHOW RESPECT:

Showing respect is the cornerstone to our success. We value and recognize everyone’s importance and contribution while treating everyone with dignity and kindness.

KEEP YOUR PROMISE:

We take our commitments seriously and work tirelessly to ensure that we deliver on our word. Our integrity is one of our most important assets, and we are uncompromising when it comes to keeping our promises.





THE PALM HOUSE

KITCHEN & BAR

“The Palm House” is a modern beach side eatery that balances simplistic friendly neighborhood charm with a relaxed feel and sophisticated beach vibes. Our chef’s locally inspired craft kitchen will offer many of the modern healthy and wholesome current culinary favorites you would find for breakfast, lunch and dinner in any great coastal city. We hope to be your first stop of the day and your last destination in the evening.



ONE RESTAURANT, THREE EXPERIENCES



Grab & Go



Grab & Go

Dining Room



Grab & Go

Dining Room

The Lookout Lounge

GRAB AND GO

Grab and go at The Palm House is so much more than a quick bite or something to get by. It is packed with chef created, wholesome, and varied options to please every guest. The Palm House offers everything from plant based overnight oats, to hearty sandwiches, flaky breakfast pastries, and fan favorite acai bowls. In addition to our various offerings created in house, The Palm House is thrilled to partner with best local purveyors to provide fresh juices, expertly roasted coffees, and crave able ice cream treats. Despite the high quality of our ingredients and the care that goes into each item we offer, The Palm House's grab and go options are priced competitively, making it an accessible choice for all guests. We believe that everyone should have access to fresh and wholesome food and strive to provide options that are not only delicious, but also affordable. Our commitment to offering fresh and healthy options at an accessible price point sets us apart from other grab and go establishments in the area. Grab and go is often the first interaction that a guest may have with the restaurant, and they will walk away not only satisfied, but amazed at the quality and variety of offerings. This brand-new grab & go concept promises to elevate Deerfield Beach's boardwalk experience. This exciting new amenity is sure to delight both residents and visitors alike.



DINING ROOM

The dining room is the stage on which The Palm House team will surprise and delight our guests for breakfast, lunch, and dinner. Beginning at eight am, guests will enjoy the ocean views, hand crafted coffee drinks, and a scratch made breakfast menu. For lunch and dinner guests will be able to choose between a variety of sandwiches, bowls, and shareables to satisfy any craving. For our younger guests, The Palm House Kids Club has many favorites to keep them entertained. Designed to create a seamless and largely contactless guest experience from the moment guests walk in using QR code technology and the best in class for point of service and kitchen display screens, guests will be able to order from the comfort of their table, from a digital kiosk, or from a friendly face behind the counter. No matter how they choose to interact with the ordering process, their order will be created with wholesome ingredients that fulfill the guest's exact specifications. From there, the food runner will bring the order out for the guest and ensure that their experience meets all their expectations.

The Palm House dining room is full of old-world Florida charm that invites guests to relax, enjoy the view, and meet up with old friends, or perhaps even make some new ones. With over 20 years of restaurant experience at Oceans 234, The Palm House team brings a wealth of knowledge and expertise to their neighboring location.



THE LOOKOUT

The Lookout at The Palm House is on the cutting edge of relaxed, contemporary, lounge dining. As if the social atmosphere and sweeping views weren't enough to entice guests upstairs, the savory shareables from the wood fired pizza oven are sure to usher them in. The Lookout bar features curated craft cocktails and an elevated 360-degree view of the pier and boardwalk. The menu selections are expertly crafted in an artisanal wood fired oven for amazing flavors and unbeatable small plates. The Lookout at The Palm House strikes the perfect balance between sophistication and fun. The lounge vibe is relaxed and inviting, yet the contemporary design and elevated views create a sense of elegance and refinement. Guests can expect high-quality service and attention to detail in a relaxed and playful atmosphere. Whether enjoying wood-fired pizzas with friends or sipping on a craft cocktail while taking in the breathtaking views, The Lookout promises to be the ultimate social destination for anyone looking for a fun day or night out. Nestled in a breathtakingly unique setting, The Lookout at the Palm House is set to become an unparalleled gem in Broward County. This premier destination promises to raise the bar in the region and leave rivaling cities in a state of awe and envy.



OUR MENU:

Indulge in a culinary journey with our flawlessly executed menu. Our experienced chefs bring a wealth of diverse experience in modern food preparation and creative training, allowing them to craft fresh flavors that speak to the soul of the American diner. We pride ourselves on delivering popular dishes with extraordinary care from beginning to end. Additionally, seasonal changes to our menu highlight the best of what our area has to offer. Our competitively priced menu is designed with a blended food cost of 32% for guaranteed financial sustainability.

FRESH AND MODERN:

Our focus is on more wholesome, and delicious options suited for all dietary needs and preferences. We will look to balance our menu with local producers, when possible, always maintaining the highest quality product while balancing approachable pricing to the Deerfield Beach market. In our preparations, we will execute state of the art technique to create clean dishes that thrive with the pure flavor of the ingredients that drive them, while leaving out fillers and additives used in manufactured products.



OUR SPACE:

The space will have the comfortable feel of a beachside bungalow, with warm color palates, inviting furniture, diversity in seating, and a residential charm. It will have the modern touches of wood, interesting tile, and glass features while achieving an approachable sophistication.

OUR TEAM

We care about a happy team. We have worked tirelessly to develop a team of professional, knowledgeable, and passionate individuals. Our most important mantra is to never take ourselves too seriously but to take seriously how we treat each one another. We are in the business of providing experiences that create lasting memories and we bring that mission to life through our team. We believe a team that loves to work together will create a positive energy that can be felt by every guest who enters our space.





OUR MISSION

Our mission is to change the way we think about food and dining through meaningful hospitality. We set lofty goals for ourselves because we truly believe that with passion, knowledge, and care in everything we do the stars are the limit. We are memory makers and enjoyment curators. We strive to bring healthy, fresh, fast, and delicious food and drinks to our patrons and to create a community around our brand. We approach our industry holistically believing that good hospitality creates an ecosystem, and we endeavor to make every decision for the greater good of our team, our guests, and our community.

FRESH

We serve the best products because we source the best ingredients. We work with local producers whenever possible and prepare food from scratch daily.

WHOLE

Our ingredients have nothing to hide behind, we believe that whole foods are wholesome foods for you and your family.

UNCOMPLICATED

We keep it simple because food, like life, should not be complicated.

HOSPITABLE

We strive to be leaders in the hospitality business. All are welcome to have a seat at our table.

CONCEPT & BRANDING

CONCEPT STATEMENT

At The Palm House our guests include families and locals who are looking for a comfortable and friendly dining experience, as well as vacationers and seasonal residents who want to enjoy the best that Deerfield Beach has to offer. We serve a broad demographic, with a diversity of ages, races, and ethnicities, which is a testament to our commitment to inclusivity.

At The Palm House, we pride ourselves on being an affordable dining option for a diverse group of guests. Our pricing average ranges from \$8-\$20 per, making us accessible to all who seek quality food. We are dedicated to filling gaps in our local dining scene, and our offerings reflect this commitment. Our robust and healthy grab-and-go section is perfect for busy customers who desire a nutritious and fast meal. For those seeking a more relaxed dining experience, we offer small plates and shareables at our upstairs dining room, perfect for enjoying with friends and family. Our prime location on the boardwalk provides breathtaking views and a unique approachable dining experience for all guests. For those that prefer to enjoy our cuisine from the comfort of their own homes we offer contactless dining and delivery options.

What makes us unique is our team's multiple years of experience in the hospitality industry and our deep involvement in the Deerfield Beach community. We have a passion for delivering world-class food and service, and we are committed to using locally sourced ingredients to create dishes that are both delicious and sustainable. Our old Florida charm, combined with our modern approach to dining, sets us apart from other restaurants in the area.

Warm and welcoming,
The Palm House is
a gathering place for
all on Deerfield Beach.



Bohemian
Rustic
Breezy
Eclectic

A Day at The Palm House

Get an energizing start to the day with a delicious breakfast and the soothing sounds of the waves in our picturesque beachfront setting.



Gather with family and friends for leisurely lunches featuring fresh ingredients and flavorful recipes.

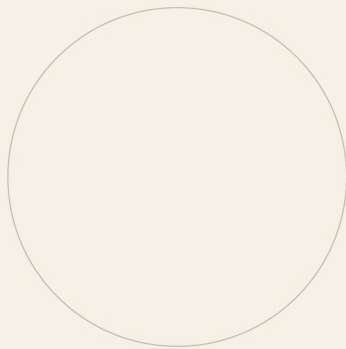


Whether a small bite or an afternoon pick-me-up, this is the perfect place to meet a friend or enjoy a relaxing break.



Cocktails and a stunning view of the sunset on our rooftop terrace –the perfect way to end the day.

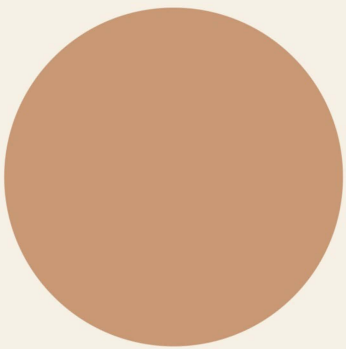




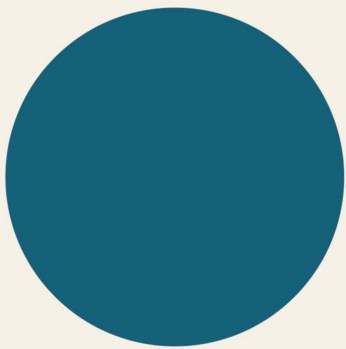
SAND



OAT



CLAY

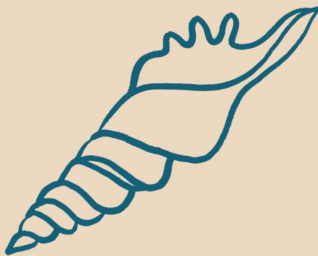
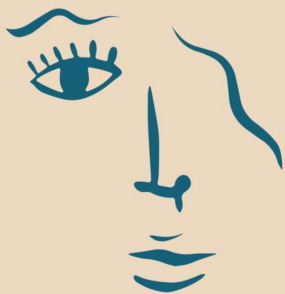


OCEAN

THE
PALM HOUSE
KITCHEN & BAR

THE PALM HOUSE









THE
PALM HOUSE
KITCHEN & BAR

SHAREABLES

BLISTERED EDAMAME
sea salt, lime

TOMATO BASIL SOUP
creamy or dairy free

BEET AND RICOTTA
chickpeas, garlic, mint

JAMAT

COCKTAILS

PALM SPRITZ
Hibiscus Infused Tito's, Lychee, Cherry,
Orange Shrub, Yuzu, Lime, Soda, Prosecco

CHAI'D UP
House Blended Rums, Passion Fruit, Lime,
Homemade Chai Syrup, Chocolate and Jamaican Bitters

DOLPHIN COVE
Del Maguey Mezcal or Dulce Vida Tequila,
Dry Cuxacao, Lime, Jalapeño Infused Agave

BITTER BIANCO
Monkey 47 Gin, Luxardo White Bitter,
Lillet Blanc, Orange Bitters

CABANA PALM
Pink Peppercorn Infused Dulce Vida Tequilla,
Griffard Grapefruit Liqueur, Lime, Soda

PIER WALK
Basil Hayden Bourbon, Lemon, Peach, Yuzu,
Ginger Beer, Lemon and Angostura Bitters

NIGHT WATCH
Cartel Coconut Rum, Borghetti Espresso Liqueur,
Fresh Brewed La Colombe Espresso

PELICAN'S REST
Beefeater Gin, Orange Shrub, Lime,
Angostura Bitters, Blue Foam

SPIRIT-FREE

PALM BREEZE
Cranberry, Lime, Grapefruit,

SHRUB IT
Homemade Sea



PLATES AND BOWLS

TUNA POKE BOWL
ponzu, sushi grade tuna, avocado crema, jalapeno,
pickled ginger, tri-colored quinoa, wasabi peas

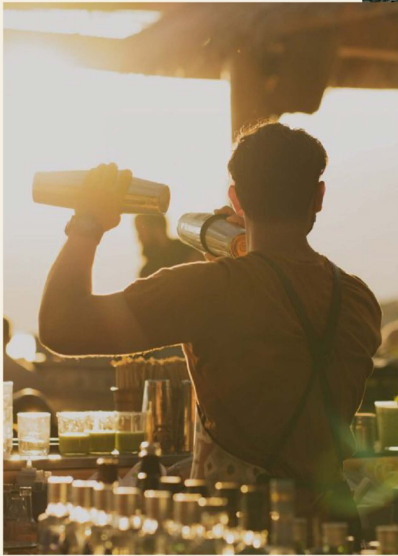
TEXAS STEAK BOWL
grass fed hanger steak, cilantro & lime basmati rice,
mojo pickled onions, guacamole, sautéed peppers and
onions, queso fresco, salsa verde

STUFFED SPAGHETTI SQUASH
mushroom bolognese,
fresh mozzarella, basil

ORANGE & SOY GRILL
t salmon, buckwheat
arrots, scallion

HANGER
se











DESIGN DEVELOPMENT







1ST LEVEL
Floor Finish Plan – Option #1

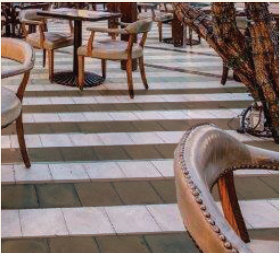
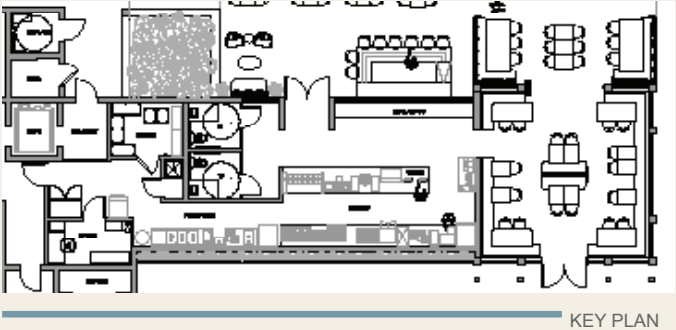
MS/Design
Design Development





INDOOR DINNING + ORDER/PICK UP
Material and FFE Inspiration

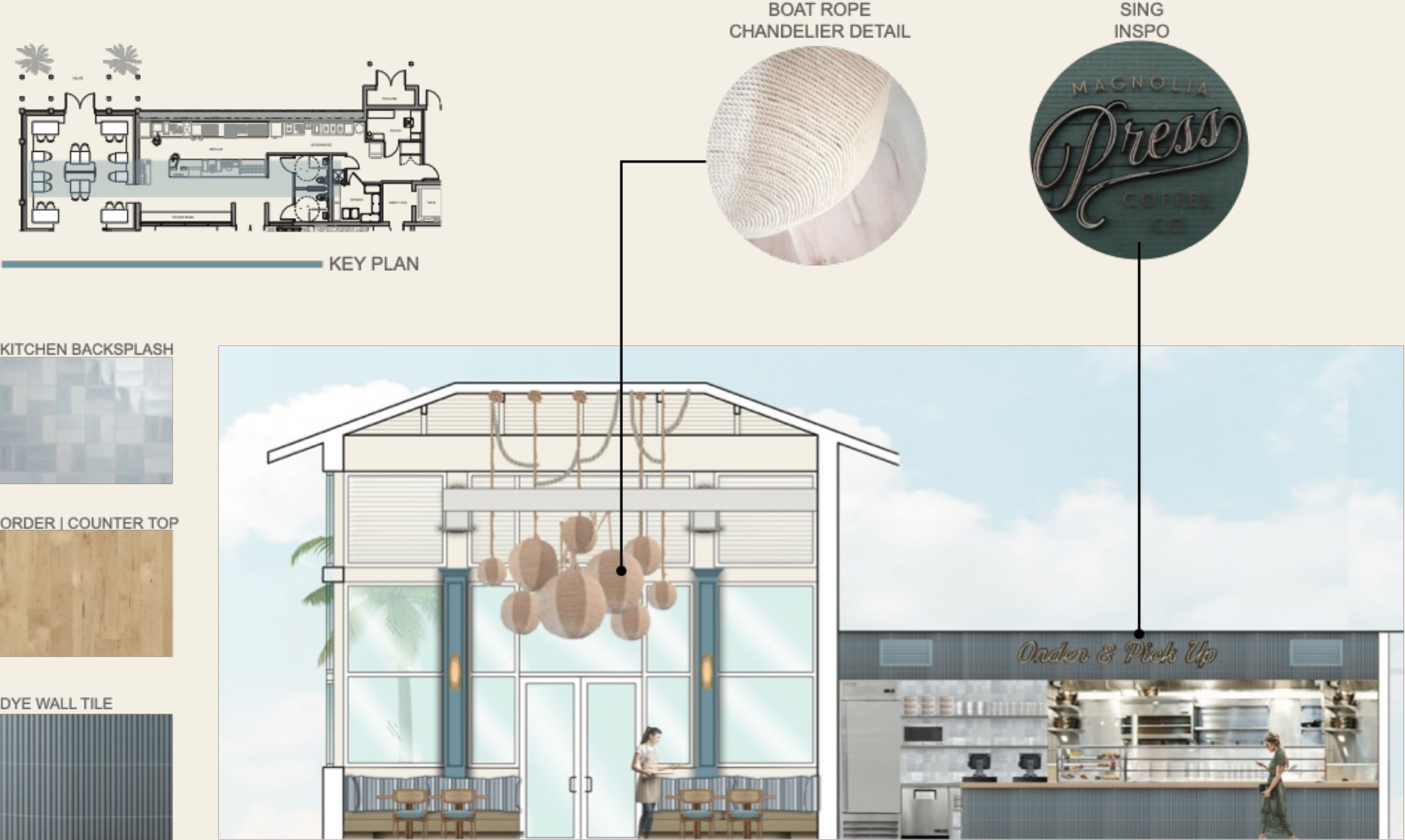
MS/Design
Design Development





RENDER SECTION
Elevations

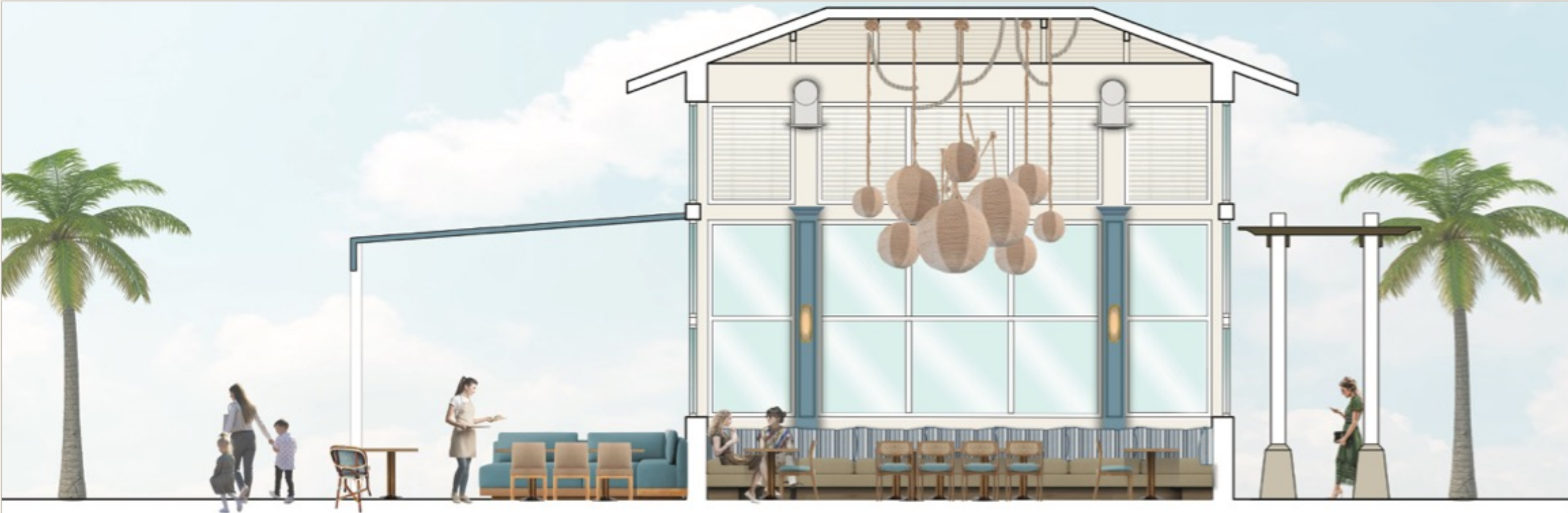
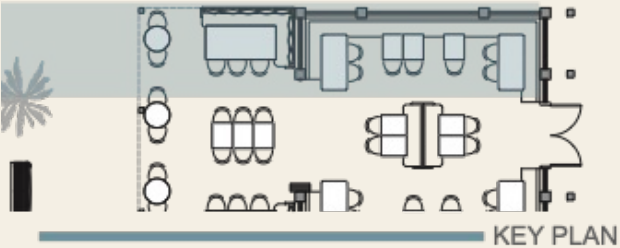
MS/Design
Design Development





RENDER SECTION
Elevations

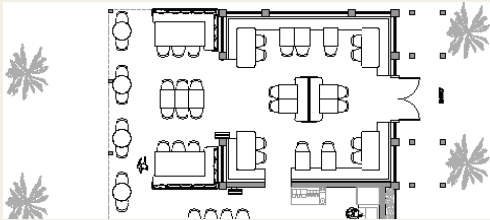
MS/Design
Design Development





FFE INDOOR DINING

MS/Design
Design Development



KEY PLAN

CUSTOM CENTER BANQUETTE



CENTER BANQUETTE
FABRIC



CENTER DINING CHAIR
SEAT FABRIC



CENTER
DINING CHAIRS

WALL SCONCE



ROPE CHANDELIER

CUSTOM BANQUETTE



DINING CHAIR

TABLE BASE



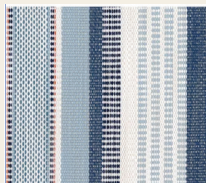
TA. BASE



WOOD TABLE TOP



WOOD COLUMN
PANEL



BANQUETTE BACK
FABRIC



BANQUETTE SEAT
FABRIC

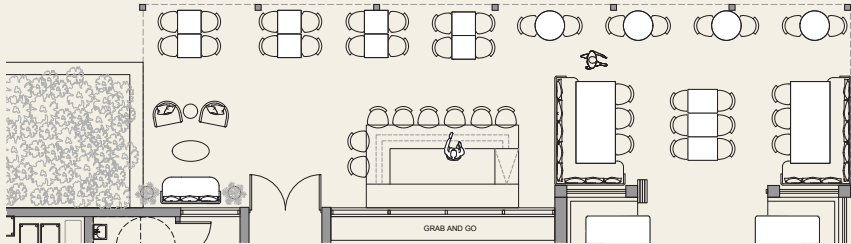


PORCELAIN TILE
PLANK TWO TONES

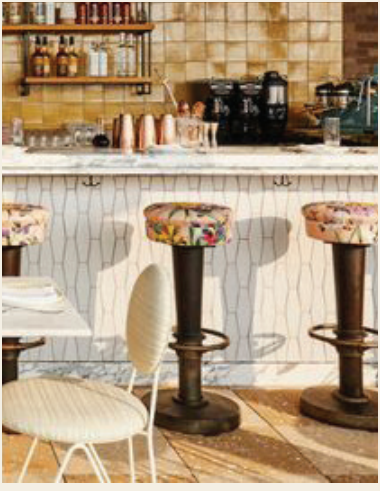


OUTDOOR DINING + BAR
Material and FFE Inspiration

MS/Design
Design Development



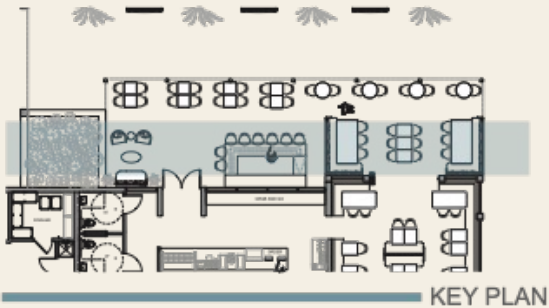
KEY PLAN





OUTDOOR RENDER
Material and FFE Inspiration

MS/Design
Design Development

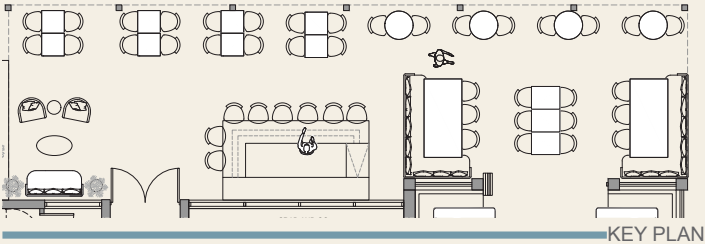




1ST FLOOR OUTDOOR DINING + BAR
Elevations and FFE

MS/Design
Design Development

1ST FLOOR OUTDOOR DINING + BAR
ELEVATIONS AND FFE



AWNING FABRIC



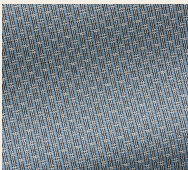
DINING CHAIR FA.



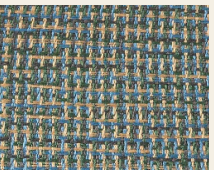
BAR TILE



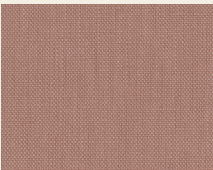
"L" BANQUETTE FA.



SOFA FABRIC



LOUNGE CHAIR FA.



DINING CHAIR AND
BARSTOOL

DESIGN DEVELOPMENT



2ND LEVEL
Floor Finish Plan – Option #1

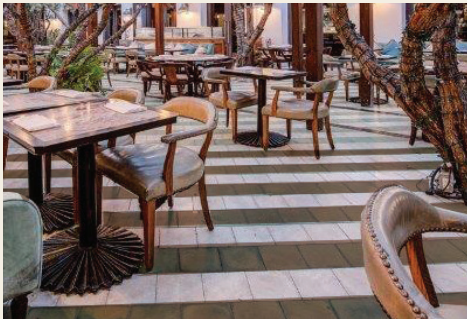
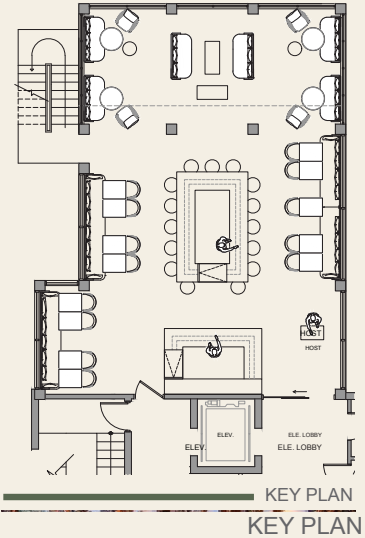
MS/Design
Design Development





2ND LEVEL BAR + LOUNGE
Material and FFE Inspiration

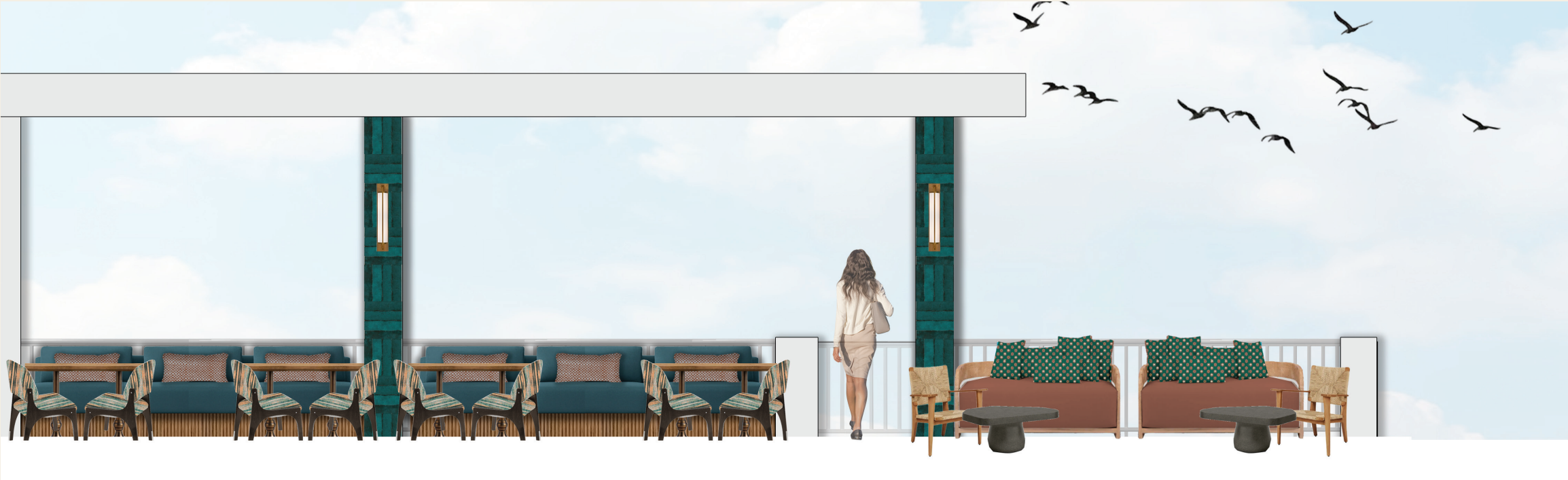
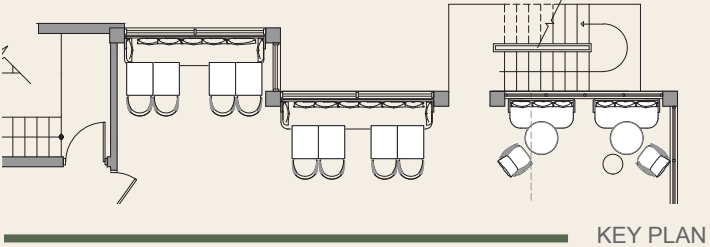
MS/Design
Design Development





2ND FLOOR BAR + LOUNGE
Render Elevation

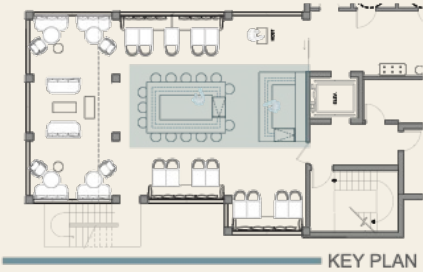
MS/Design
Design Development





2ND FLOOR BAR + LOUNGE
Elevations and FFE

MS/Design
Design Development



KEY PLAN



MAIN BAR

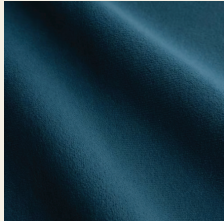


TAPAS AND SERVING STATION
FOR STAFF ONLY



2ND FLOOR BAR + LOUNGE
Elevations and FFE

MS/Design
Design Development



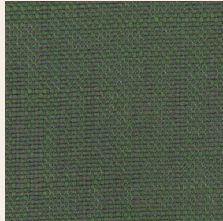
BANQUETTE FABRIC



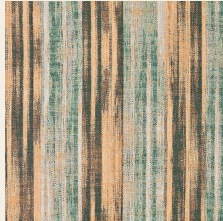
BANQUETTE PILLOWS



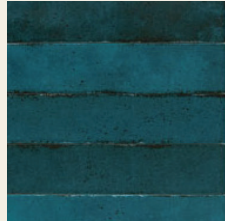
BANQUETTE WOOD
BASE



BARSTOOL CUSHION



DINING CHAIRS



BAR TILE



FLOOR



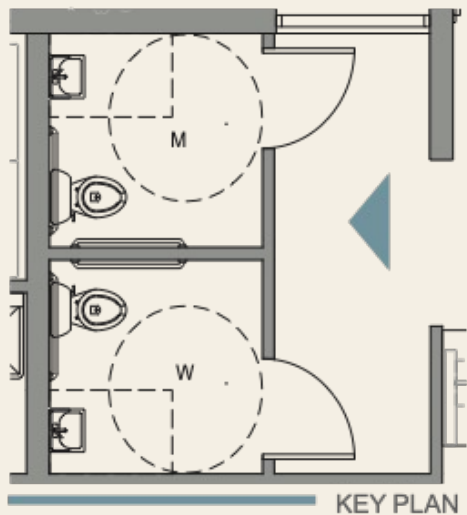
SOFA





RESTROOM VESTIBULE
Render Elevation and FFE

MS/Design
Design Development



WALL COVERING



STAINED WOOD



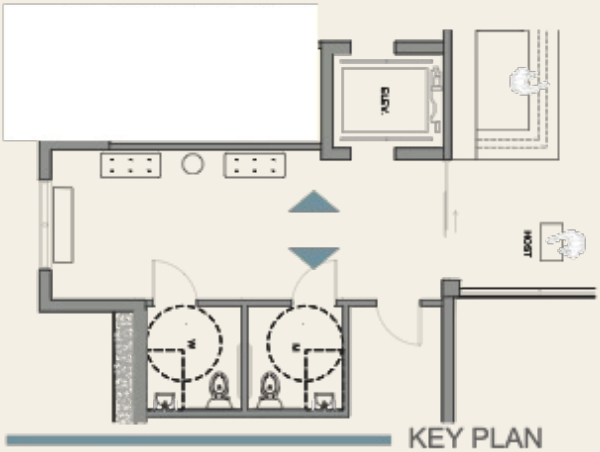
FLOOR TILE





2ND LEVEL CORRIDOR
Render Elevation and FFE

MS/Design
Design Development



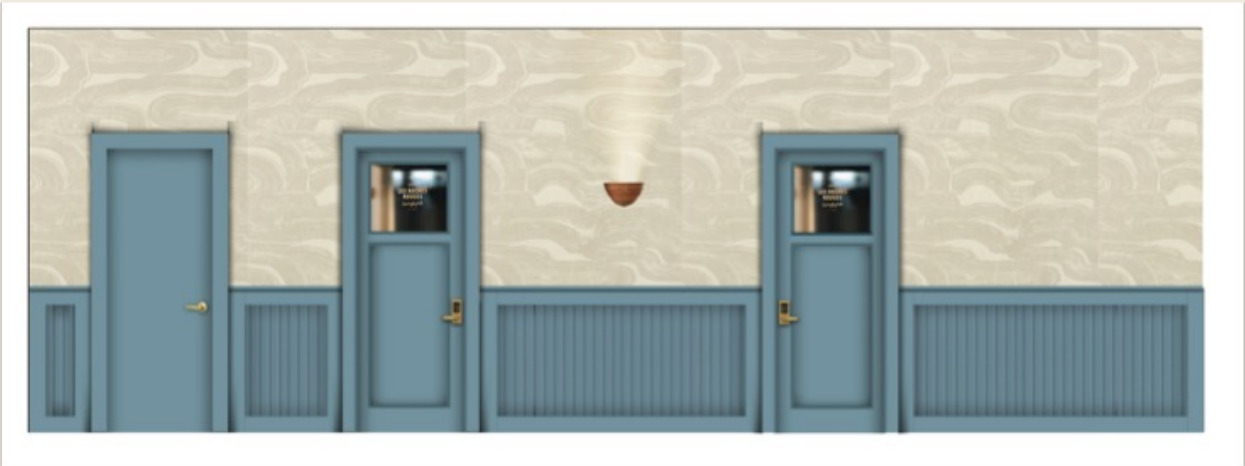
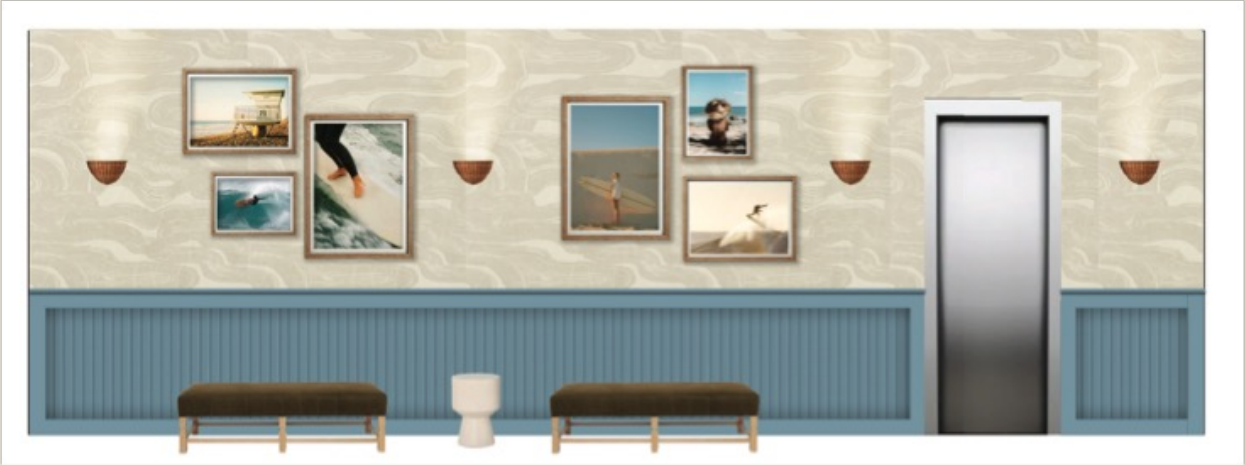
WALL COVERING



STAINED WOOD



FLOOR TILE

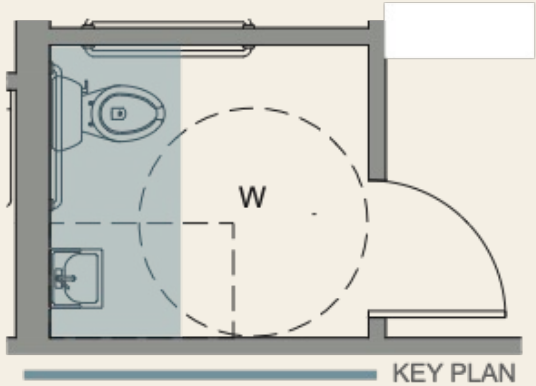




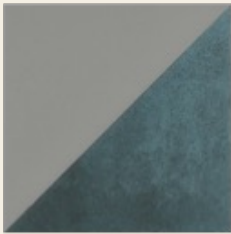
RESTROOMS

Render Elevation and FEE

MS/Design
Design Development



WALLPAPER



FLOOR TILE



WALL TILE



OPERATIONS



STAFFING PLAN

The Palm House will be able to be at the top of the industry for quality employees, employee compensation, and will be the employer of choice in the area. To ensure that the restaurant is operating at the highest level and serving only the freshest house made ingredients, staff will rotate through starting at 5am with the prep cooks and AM Sous Chef that replenish the stock of scratch made recipes daily. Our in-house baristas will be in at 6am in order to be ready for guests to come through and enjoy hand crafted coffee, pastries, and grab and go breakfast options. By 8am the restaurant will be up and running for full service and the food runners, line cooks, cashier, and management will all be working to serve the guests coming through. We will have mid managers, chefs, and support staff begin their day between 10am-12pm to ensure the seamless transition between breakfast, lunch, and dinner. By 4pm the afternoon staff will be in place to provide world quality service for our dinner guests and to close, clean, and prep the restaurant for another busy day.





STAFFING PLAN

Staffing Plan		Sunday-Thursday																				
		AM	AM	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	AM	AM	
POSITION		5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	0.00	1.00
AM Sous Chef																						
AM Prep Cook																						
AM Prep Cook																						
AM Manager																						
AM Barista																						
AM Bar																						
AM Cashier																						
AM Food Runner																						
AM Salad																						
AM Salad																						
AM Saute																						
AM Plancha																						
AM Dish																						
AM Dish																						
AM Busser																						
MID Sous Chef																						
MID Manager																						
MID Bar																						
MID Food Runner																						
MID Salad																						
MID Pizza																						
MID Lounge																						
PM Busser																						
PM Lounge																						
PM Lounge																						
PM Pizza																						
PM Salad																						
PM Manager																						
PM Sous Chef																						
PM Plancha																						
PM Saute																						
PM Dish																						
PM Dish																						
PM Bar																						
PM Cashier																						
PM Food Runner																						
PM Food Runner																						

Staffing Plan		Friday+Saturday																				
		AM	AM	AM	AM	AM	AM	AM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	PM	AM	AM	
POSITION		5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.00	16.00	17.00	18.00	19.00	20.00	21.00	22.00	23.00	0.00	1.00
AM Sous Chef																						
AM Prep Cook																						
AM Prep Cook																						
AM Manager																						
AM Barista																						
AM Bar																						
AM Cashier																						
AM Food Runner																						
AM Salad																						
AM Saute																						
AM Plancha																						
AM Fry																						
AM Dish																						
AM Dish																						
AM Busser																						
MID Sous Chef																						
MID Manager																						
MID Bar																						
MID Food Runner																						
MID Salad																						
MID Pizza																						
MID Lounge																						
MID Busser																						
PM Busser																						
PM Lounge																						
PM Lounge																						
PM Barback																						
PM Pizza																						
PM Pizza																						
PM Salad																						
PM Manager																						
PM Sous Chef																						
PM Plancha																						
PM Saute																						
PM Fry																						
PM Dish																						
PM Dish																						
PM Bar																						
PM Cashier																						
PM Food Runner																						
PM Food Runner																						

RECRUITMENT & TRAINING

The Palm House will have access to all the tools used by Oceans 234 to recruit a world class staff including Cultural Index Surveys to find the best fit, Workstream to consolidate and capture potential team members, and Coassemble as an online training platform. In addition to online training, Oceans 234 will also be used as a training and testing ground for new recruits in the months leading up to The Palm House grand opening so that team members can seamlessly transition into opening the restaurant. All team members will have extensive coaching on menu aspects, restaurant technology, craft coffee and beverage, and world class customer service and guest experience with our seasoned training team. During our hiring process, potential employees are verified through the national E-verify database and will be go through a background check per the City of Deerfield Beach requirements. In addition, all staff will be screened and recommended by provided references that have been vetted and verified.





EXPERIENCED TRAINING STAFF

Supported by Oceans 234



AGM
Jennifer Brown
2 years at Oceans 234
20 years industry experience



FACILITY MANAGER
John Bates
3 years at Oceans 234
30 Years industry experience



SERVICE MANAGER
Vince Buemi
7 Years Oceans 234
15 years industry experience



SOUS CHEF
Joe Ballivan
12 years Oceans 234
20 Years industry experience



EXECUTIVE SOUS CHEFS
Duvan Marin
14 years Oceans 234
16 Years industry experience



PASTRY CHEF
Maria O'hara
18 Years Oceans 234
25 Years industry experience



CONTROLLER & HR
Lace Saccavino
8 Years Oceans 234
24 Years industry experience

HOURS OF OPERATION

THE PALM HOUSE
Everyday: 8am – 9pm

THE LOOKOUT at The Palm House
Sunday – Thursday: 12noon – 10pm
Friday – Saturday: 12noon – 12pm

Observation Deck Public Use plan:
The city is welcome to reserve the area of the observation deck every day before noon with advanced notice & supervision. After 12 noon the deck can be rented for an agreed upon amount.



COMMUNITY INVOLVEMENT

At the Palm House community involvement, engagement and partnerships are at the cornerstone of everything we do. Embodying a legacy of two decades of nurturing genuine community connections, there is no other group more deeply rooted in the very essence of Deerfield Beach's vibrant and dynamic community.

COMMUNITY ENGAGEMENT

The Palm House initiatives will demonstrate our commitment towards sustainability, community building, and supporting the youth. We will partner with several local organizations and charities to bring a series of fundraisers and networking events that will not only raise awareness but also funds for various causes that align with our values. With a passion for leading the next generation of hospitality professionals, we are dedicated to supporting local high school culinary programs and providing opportunities for students to learn about the industry and gain valuable hands-on experience through mentorship and internships.

COMMUNITY IMPACT

The Palm House operations will create local jobs and opportunities in the Deerfield Beach community. Approximately 60 new jobs will be created in the local marketplace with additional internship and mentorship opportunities. Locally owned restaurants return a large majority of their revenue to the local economy compared to chain restaurants.

LOCAL BUSINESS PARTNERS

The Seed , Coffee & Juice - Boca Raton
Proper Ice Cream – Delray Beach
Gran Forno Bakery – Fort Lauderdale
Mr. Greens Produce – Miami
Cheney Brothers – Riviera Beach
Brilliant Supply – West Palm Beach





BRAND OBJECTIVES

SAFE

We care about safety in every aspect of our operations from ensuring that all staff is trained and certified, to providing ergonomic floor mats for staff and comfortable non-slip shoes. Safety is also a priority for all our guests. The Palm House makes cleanliness a priority and has teamed up with Brilliant Supply to bring in the best in cleaning supplies and to work to ensure that our staff is adequately trained.

FAMILY FRIENDLY

The Palm House is proud to be a family-friendly establishment, with options and activities for kids of all ages. The Palm House Kids Club is designed to provide a fun and engaging experience for children, with a variety of activities and games to keep them entertained while parents enjoy their meal. Our kid-friendly meals are crafted with the same care and attention to quality as our adult menu, ensuring that even the most discerning young eaters will find something they love. Plus, every child who celebrates their birthday with us will receive a free scoop of ice cream! With plenty of space for families to relax and enjoy the laid-back atmosphere, The Palm House truly has something for everyone.

CONVENIENT

Grab and go at The Palm House is the quickest and easiest way to enjoy our offerings but it does not stop with that. Any of our regular menu items can be ordered to go or with delivery service to enjoy in the comfort of home or at an office. Due to the technology-based service model, food and drinks are delivered to guests quickly and efficiently so that they can get in, get out, and enjoy all Deerfield Beach has to offer.

ENVIRONMENTALLY CONSCIOUS

Being so close to the beauty of nature is a constant reminder to The Palm House management and staff that they are stewards of their community and the nature that surrounds them. The Palm House proudly offers eco-friendly packaging for all to go and grab and go items. The Palm House ownership and management are invested in keeping our beaches clean and stunning for generations to come.

COMMUNITY-ORIENTED

The ownership and management of The Palm House has a 20-year foundation in community relationships supporting many nonprofits and organizations.

DESTINATION ENHANCING

The Palm House is proud to be a part of the Deerfield Beach community, and we are committed to enhancing the area with our unique offerings and complimentary concept. In addition, our commitment to sourcing local ingredients and partnering with the best purveyors in the area ensures that our guests will have an authentic taste of the Deerfield Beach community. We are dedicated to creating a welcoming atmosphere that fosters a sense of community, where locals and visitors alike can come together to enjoy great food, drinks, and company. The Palm House is not just a restaurant - it is a destination that will enhance the Deerfield Beach community and entice new visitors to come explore everything the area has to offer.

MENU

BREAKFAST
Sample Menu



THE
PALM HOUSE
KITCHEN & BAR



STARTERS

- BANANA & COCOA NIB OATS**
almond milk, maple syrup, cinnamon, vanilla
8

FRUIT & YOGURT PARFAIT
tropical fruits, house granola
12

WARM GOAT CHEESE
spiced guava jam, seeded crackers
10

BASKET OF MUFFINS
strawberry streusel, local honey butter
12

SMOKED SALMON MEZZE
chive cream cheese, soft boiled egg,
pickled onions, everything bagel chips
16

TOASTS

- SMASHED AVOCADO**
heirloom tomato, cucumber, pickled onion, sprouts,
lemon, sea salt
12

TROPICAL FRUIT
almond butter,mango, banana, toasted coconut,
local honey, cocoa nib, sea salt
10

BURRATA
prosciutto, peach & white balsamic jam,
arugula, lemon, sea salt
14

STRAWBERRIES & CREAM FRENCH TOAST
Japanese milk bread, vanilla bean,
fresh strawberries
12

MAINS

- BREAKFAST TACOS**
house chicken chorizo, potato, scrambled egg,
salsa verde
14

BREAKFAST BURRITO
grass fed skirt steak, scrambled egg, black beans,
avocado, cilantro-lime rice, queso fresco
14

BACON & EGG SANDO
aged cheddar, garlic aioli
14

THE MED
egg whites, spinach, feta, roasted red pepper,
artichoke hearts, sundried tomato aioli
18

BREAKFAST BURGER
grass fed smash patties, aged cheddar,
scrambled egg, caramelized onion, chili maple aioli
16

FERMER’S MARKET SCRAMBLE
kale, spinach, summer squash, ricotta, sourdough
12

STEAK & SCRAMBLE
grass fed skirt steak, salsa verde, sourdough
19



SIDES

- MIXED TROPICAL FRUIT**
7

SOURDOUGH TOAST
4

HASH BROWNS
6

SCRAMBLED EGGS
5

FILTHY RICH BACON
brown sugar bacon, black pepper, red pepper flakes
5



BREAKFAST

The Palm House is proud to offer a delicious and diverse breakfast menu featuring a wide range of high quality, scratch-made items that are designed to satisfy every appetite. Careful consideration has been taken to ensure that the menu is well-rounded and succinct, providing options for all palates and dietary needs. With every detail considered, our team has intelligently designed the menu to perfectly fit within the space available, enabling each dish to be executed with ease and efficiency. We invite you to savor the flavors and relish the experience of our breakfast offerings at The Palm House.



LUNCH/DINNER
Sample Menu



THE
PALM HOUSE
KITCHEN & BAR



SHAREABLES

BLISTERED EDAMAME

sea salt, lime
8

TOMATO BASIL SOUP

creamy or dairy free
8

BEET AND RICOTTA HUMMUS

chickpeas, garlic, mint, baked pita bread
9

JAMAICAN CHICKEN PATTIES

cilantro garlic sauce
12

SALMON NACHOS

spicy aioli, avocado crema, cilantro
14

GINGER GUACAMOLE

oven dried cherry tomatoes, crispy wontons
9

BOARDWALK FRIES

Salt & Pepper / Black & Bleu / Truffle & Parmesan
6

HAND-HELDS

AL PASTOR TACOS

marinated chicken, grilled pineapple salsa, onions,
cilantro, salsa verde
12

GRILLED CHICKEN BURRITO

Springer Mountain chicken breast, avocado, queso fresco,
black beans, cilantro & lime rice
14

ARTISAN GRILLED CHEESE

chef's selection artisan cheeses, multi grain sourdough,
creamy tomato basil soup
14

GRASS FED ALL BEEF HOT DOG

hot brown mustard, house sweet relish, onion
12

GRASS FED THICKBURGER

bone marrow burger blend, sharp cheddar, red onion jam,
garlic aioli
15

PLATES AND BOWLS

TUNA POKE BOWL

ponzu, sushi grade tuna, avocado crema, jalapeno,
pickled ginger, tri-colored quinoa, wasabi peas
16

TEXAS STEAK BOWL

grass fed hanger steak, cilantro & lime basmati rice,
mojo pickled onions, guacamole, sautéed peppers and
onions, queso fresco, salsa verde
18

STUFFED SPAGHETTI SQUASH

mushroom bolognaise,
fresh mozzarella, basil
14

ORANGE & SOY GRILLED SALMON

Loch Duart salmon, buckwheat soba noodles, napa cabbage,
carrots, scallion, sesame orange sauce
18

HANGER STEAK FRITES

seasoned steak fries,
garlic aioli
20

CITRUS BRINED CHICKEN

Springer Mountain chicken breast, coconut creamed collard
greens & cremini mushrooms, calypso basmati rice
16

SALADS



CHIPOTLE CAESAR SALAD SHAKER

grilled chicken, romaine, quinoa, heirloom cherry
tomatoes, queso fresco
14

SWEET & SPICY THAI SALAD SHAKER

spring mix, red bell pepper, green onions, marinated
tofu, vermicelli noodles, lime & basil vinaigrette
12

RAINBOW SALAD SHAKER

spring mix, shaved red cabbage, yellow bell pepper, red
bell pepper, zucchini, carrots, sunflower seeds, feta,
balsamic vinaigrette
12

FILTHY RICH BACON

brown sugar bacon, black pepper, red pepper flakes
5



LUNCH/DINNER

Welcome to The Palm House, where our menu is designed to cater to your needs and cravings. We've crafted a lunch and dinner menu that provides a wholesome, fresh, fast and relaxed dining experience that complements the offerings of the Deerfield Beach market. Whether you're looking for a quick bite during a work break, a leisurely dinner with friends and family, or a spot to relax and enjoy the stunning ocean views, The Palm House is the perfect choice for Deerfield Beach locals & Visitors. From grass-fed steak to nutrient-rich salads and indulgent burgers, our offerings cater to a wide range of tastes and dietary needs. We are committed to providing competitive pricing while maintaining profitability, ensuring that we offer the best fast, functional and fresh dining experience. We look forward to welcoming you to a memorable meal that satisfies your cravings and fits your lifestyle.



GRAB & GO

Sample Menu



THE
PALM HOUSE
KITCHEN & BAR

GRAB & GO

BANANA & COCOA NIB OATS
almond milk, maple syrup, cinnamon, vanilla
8

FRUIT & YOGURT PARFAIT
tropical fruits, house granola
12

CHEF’S FRITTATA OF THE DAY
seasonally inspired
12

THE HIPPIE ACAI BOWL
almond butter, banana, strawberry, mango,
hemp seeds, bee pollen, local honey
16

BEET AND RICOTTA HUMMUS
chickpeas, garlic, mint, baked pita bread
9

BACON & EGG SANDO
aged cheddar, garlic aioli
14

ARTISAN GRILLED CHEESE
chef’s selection artisan cheeses, multi grain sourdough,
creamy tomato basil soup
14

JAMAICAN CHICKEN PATTIES
cilantro garlic sauce
12

ROTISSERIE CHICKEN SALAD
lettuce, tomato, red onion, sourdough
14

CHIPOTLE CAESAR SALAD SHAKER
grilled chicken, romaine, quinoa, heirloom cherry
tomatoes, queso fresco
14

SWEET & SPICY THAI SALAD SHAKER
spring mix, red bell pepper, green onions, marinated
tofu, vermicelli noodles, lime & basil vinaigrette
12

RAINBOW SALAD SHAKER
spring mix, shaved red cabbage, yellow bell pepper, red
bell pepper, zucchini, carrots, sunflower seeds, feta,
balsamic vinagirette
12

FILTHY RICH BACON
brown sugar bacon, black pepper, red pepper flakes
5





GRAB & GO

At the Palm House we believe that great food should be accessible to everyone no matter how busy their life might be. Our carefully curated grab and go selection is crafted with the same thoughtfulness and flavor as our in-house dining menu. Perfect for those on the move, our grab and go options allow you to savor the best of The Palm House from the comfort of your home, office, or while soaking up the sun on Deerfield's blue wave beaches. Our menu has something to satisfy every craving, from overnight oats to mouth-watering sandwiches that can be enjoyed hot or cold, to refreshing acai bowls and artisanal ice cream. We strive to make your experience as convenient and contactless as possible. You can order your favorite items from the comfort of your phone or computer and pick up from our pre-order stations. Not limited to in-house pickup, The Palm House can come to you through our delivery service, making our delicious cuisine accessible to everyone. Indulge in the best flavors Deerfield has to offer with The Palm House's grab and go menu.

INSPIRATION PICTURES



THE LOOKOUT
Sample Menu



THE
PALM HOUSE
KITCHEN & BAR

THE LOOKOUT

DOUBLE GARLIC KNOTS

(4) fresh garlic knots, lemon garlic drizzle,
marinara
9

MARGHERITA FLATBREAD

confit tomatoes, marinara, fresh basil,
sea salt
12

MUSHROOM FLATBREAD

wild mushrooms, bechemel, mozzarella, brie,
balsamic drizzle, sea salt
14

FRA DIAVOLO FLATBREAD

spicy Italian sausage, pepperoni, marinara,
hot cherry peppers, mozzarella, calabrian peppers,
sea salt
14

CHEESE & CHARCUTERIE BOARD

chef's daily selection, jam, sourdough
18

OVEN ROASTED WINGS

citrus brined, sweet and spicy buffalo,
chunky blue cheese
16

WARM GOAT CHEESE

spiced guava jam, seeded crackers
10

THE HOUSE POTATO SKINS

stracciatella, crispy prosciutto
14

GRASS FED MEATBALLS

marinara, mozzarella, sourdough
15

CHIPOTLE CAESAR SALAD SHAKER

grilled chicken, romaine, quinoa, heirloom cherry
tomatoes, queso fresco
14

SWEET & SPICY THAI SALAD SHAKER

spring mix, red bell pepper, green onions, marinated
tofu, vermicelli noodles, lime & basil vinaigrette
12

RAINBOW SALAD SHAKER

spring mix, shaved red cabbage, yellow bell pepper, red
bell pepper, zucchini, carrots, sunflower seeds, feta,

FILTHY RICH BACON

brown sugar bacon, black pepper, red pepper flakes
5

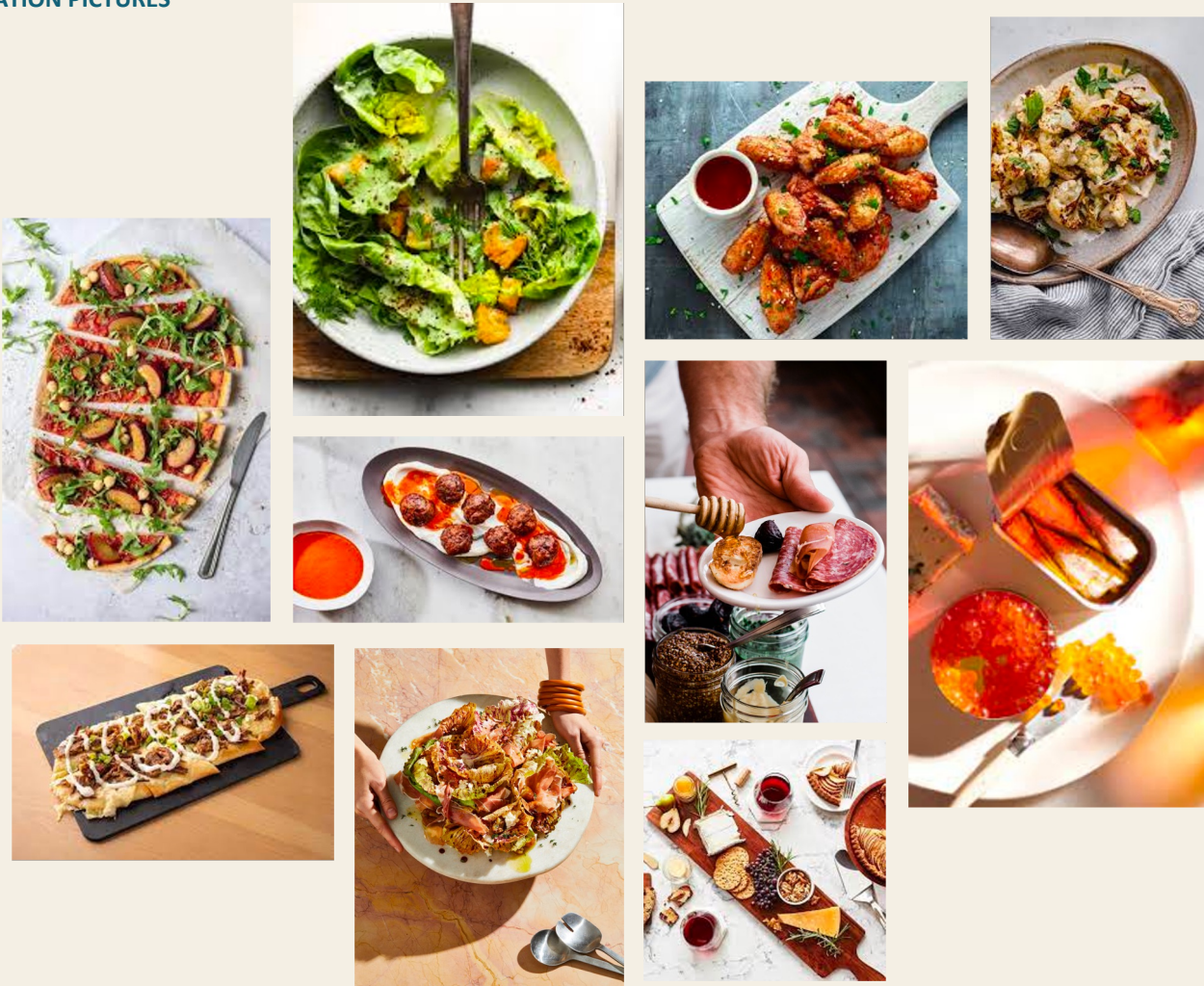




THE LOOKOUT

The only rooftop experience in Deerfield Beach, an elevated oasis offering unparalleled views of the breathtaking Atlantic Ocean. Our inviting menu boasts a carefully curated selection of shareables and small plates, specifically designed to inspire conversation and cultivate social connections - perfect for any occasion, big or small. Our wood-fired oven is at the heart of the Lookout's menu, infusing each dish with delicious smoky flavors. From crispy flatbreads to savory wings, our menu features a mouthwatering selection of small plates that are perfect for sharing and savoring with friends and loved ones. We believe that great food is best shared in good company and the Lookout offers the best in sociable relaxed dining.

INSPIRATION PICTURES





EXAMPLE MENU COSTING & PRICING ANALYSIS

Below is an example of menu costing & analysis to ensure competitive pricing and profitability.

Oceans 234	Menu Analysis Report	Printed: 05/15/2023 12:04PM
------------	----------------------	-----------------------------

For the period 05/01/2023 - 05/31/2023

Totals	Total Cost	Total Revenue	Theoretical Cost
Entree	\$18,175.03	\$61,429.47	29.6%
All Recipes	\$18,175.03	\$61,429.47	29.6%

Entree	Avg. Cost	Items Sold	Modifier Cost	Total Cost	Total Revenue	Theoretical Cost
Filet Mignon	\$22.21	18	\$0.00	\$399.78	\$843.20	47.4%
Filet Mignon 2.0	\$22.72	125	\$0.00	\$2,840.00	\$6,137.87	46.3%
Jerk Swordfish	\$9.29	83	\$0.00	\$771.07	\$3,103.98	24.8%
Lobster Mac n Cheese	\$19.29	115	\$0.00	\$2,218.35	\$5,860.86	37.9%
Mediterranean Chicken	\$8.10	115	\$0.00	\$931.50	\$3,318.30	28.1%
Ribeye	\$17.34	30	\$0.00	\$520.20	\$2,693.00	19.3%
Salmon Butterscotch Carrot	\$14.15	140	\$0.00	\$1,981.00	\$5,656.81	35.0%
Seafood Fra Diavolo	\$7.06	124	\$0.00	\$875.44	\$4,512.89	19.4%
Seared Scallops	\$16.67	146	\$0.00	\$2,433.82	\$7,450.61	32.7%
Simply Grilled Black Grouper 2.0	\$13.85	31	\$0.00	\$429.35	\$1,498.00	28.7%
Simply Grilled Swordfish 2.0	\$8.78	1	\$0.00	\$8.78	\$25.00	35.1%
Smash Burger	\$5.08	388	\$0.00	\$1,971.04	\$7,154.41	27.6%
Spinach Artichoke Gnocchi	\$4.81	171	\$0.00	\$822.51	\$4,730.60	17.4%
Surf n Turf 2.0	\$35.84	1	\$0.00	\$35.84	\$92.00	39.0%
Thai Pesto Mahi	\$9.93	195	\$0.00	\$1,936.35	\$8,351.94	23.2%
Total	\$14.34		\$0.00	\$18,175.03	\$61,429.47	29.6%



LEED CERTIFICATION/GREEN BUILDING MAINTENANCE

As primary full-time occupants of the space, the Palm House takes responsibility for assisting with maintaining the LEED Certification status in the following areas;

1. Recycling –Collect and dispose of recycled materials in accordance with the requirements of the City of Deerfield Beach Department of Sustainable Management.
2. Trash Disposal – Use a trash compaction/reduction system in lieu of roll off solid waste dumpsters.
3. We will not use non-recyclable servicing dishes materials such as polystyrene foam cups and plates.
4. Refrain from using or distributing plastic straws.
5. Encourage employees to use alternative means of transportation, such as walking or bicycles, to get to and from work.
6. Will not remove or tamper with water flow restrictors placed on restroom and kitchen faucets.
7. This is a non-smoking building. Tenant, restaurant patrons and restaurant employees may not smoke within 25 feet of any building entrance or opening.
8. No Adhesives, Solvents, Paints, Sealants or similar supplies without first submitting a manufacturer's specification to the Landlord's LEED advisor for review and approval prior to use.
9. Maintenance staff shall use green, non-toxic products and techniques for restaurant and restroom cleaning.
10. Maintenance staff shall use green, non-toxic products and techniques for pest control.



Marketing Plan for The Palm House in Deerfield Beach

INTRODUCING A VIBRANT NEW OCEANFRONT RESTAURANT IN DEERFIELD BEACH

Purpose of Marketing Plan: To Inspire and Encourage
Spreading the word and making our vision a reality for the local community!



TARGET AUDIENCE

Identify the target audience and their preferences to help create tailored marketing strategies.

LOCAL BUSINESS OWNERS

Primary audience for promoting business partnerships and potential catering opportunities.

COMMUNITY LEADERS

Secondary audience for promoting community involvement and support.

DEMOGRAPHICS

Family-oriented, middle to upper-class individuals with an interest in oceanfront dining and a desire for a unique and upscale experience.

PREFERENCES

Preference for locally sourced and sustainable ingredients, creative and diverse menu options, and a welcoming atmosphere that promotes socializing and networking.



PRE-OPENING MARKETING STRATEGIES

Present the marketing strategies to be implemented before the grand opening to create buzz and anticipation among the target audience.

LOCAL BUSINESS OWNERS AND COMMUNITY LEADERS IN DEERFIELD BEACH

To inspire and encourage them to spread the word about the new restaurant.

CREATE SOCIAL MEDIA PROFILES AND POST TEASERS

To create buzz and excitement about the restaurant before the grand opening.

PARTNER WITH LOCAL INFLUENCERS

To reach a wider audience and create a sense of community around the new restaurant.

SEND OUT NEWSLETTERS AND PROMOTIONS

To keep the target audience engaged and excited about the upcoming grand opening.



POST-OPENING MARKETING STRATEGIES

Present the marketing strategies to be implemented after the grand opening to maintain interest and loyalty among the target audience.

ENGAGE WITH THE LOCAL COMMUNITY

Organize events that are relevant to the local community such as beach cleanups, charity events, and local artist showcases.

SOCIAL MEDIA CAMPAIGNS

Develop social media campaigns that highlight the restaurant's unique menu items, oceanfront location, and community involvement.

LOYALTY PROGRAMS

Implement a loyalty program that rewards customers for repeat visits and referrals.

SEASONAL PROMOTIONS

Create seasonal promotions that align with local events and holidays to keep the restaurant fresh and exciting for customers.

EMAIL MARKETING CAMPAIGNS

Develop email marketing campaigns that keep customers updated on new menu items, promotions, and events.

COLLABORATIONS WITH LOCAL BUSINESSES

Collaborate with local businesses to cross-promote and offer joint promotions that benefit both businesses and the community.

GRAND OPENING STRATEGY

The following are a series of events to get the team ready for opening and the community involved in being the first to experience The Palm House.

FRIENDS & FAMILY MOCK SERVICE

- Ribbon Cutting
- Grand Opening

2 DAYS & NIGHTS

- City Staff, Elected Officials, Chamber of Commerce
- Community Invitations



FINANCIALS



FINANCIAL VIABILITY

As required by your request, we would like to demonstrate our financial soundness and history of meeting financial obligations. Our firm has a stable and secure financial condition, and we are proud to say that we have been able to maintain this status throughout the years. We pride ourselves on being able to meet our financial obligations promptly and responsibly. We would like to inform you that our firm does not have any outstanding or pending litigations that may affect our ability to perform the work at hand. Furthermore, we have no conditions like bankruptcy or impending mergers that may hinder our firm's ability to fulfill its commitments.



To whom it may concern,

I am writing this letter to confirm our commitment to obtain the required irrevocable standby letter of credit, in the amount of six (6) month's base rent proposed. I understand that obtaining an irrevocable standby letter of credit is a crucial requirement for our lease agreement.

We have already started the process of obtaining the irrevocable standby letter of credit in hopes of being awarded the proposed lease. We recognize the importance of keeping up with our financial obligations and assure you that you can always count on us to fulfill our lease agreement in a timely and professional manner.

Thank you for your patience, understanding, and support in this matter.

Sincerely,

Danielle Rosse
Deerfield Beach Café LLC.



BankUnited; NA
333 E. Las Olas Blvd 3rd FL
Fort Lauderdale, FL 33301



May 19, 2023

City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

Re:
Danielle Rosse
Deerfield Beach Café, LLC

To Whom it May Concern,

BankUnited, N.A., is providing this letter on behalf of our client, Danielle Rosse/Deerfield Beach Café LLC. As Ms. Rosse/Deerfield Beach Café LLC has presented a proposal to the City of Deerfield Beach, BankUnited will be engaged and will work with both parties to issue an Irrevocable Letter of Credit (ISLC) for an amount equivalent to six months of rent. This process will begin once the City has accepted and awarded the bid to Ms. Rosse/Deerfield Beach Café LLC, and will fully commence once a final lease agreement has been entered with the City of Deerfield Beach.

The ISLC will be in a format similar to the attached sample, provided by the City of Deerfield Beach to Ms. Rosse yesterday. We will work with both parties so that the language in the final document matches the requirements from the bidding process.

Ms. Rosse and her business entities have been valued clients of BankUnited, and we will be prepared to assist in any way possible to solidify her proposal for this project.

Please feel free to contact me with any questions, my email is tganzel@bankunited.com, and my phone number is (954) 383-6831.

Thank you for your consideration.

Regards,

Troy Ganzel
Vice President, Commercial Banking

A handwritten signature in blue ink that reads 'Troy A. Ganzel'.



May 3, 2023

To Whom It May Concern

I am writing to recommend Danielle Rosse of Oceans 234 as a valued client of our company. As a supplier to Oceans 234 and Danielle we have had the pleasure of working with their team for the past 20 years.

During our time working we have consistently witnessed their dedication to quality and commitment to excellence. They are always striving to source the freshest and best quality ingredients for their menu, and it shows in the outstanding dishes they serve to their customers.

Moreover, the team at Oceans 234 is always professional and respectful in their communications with us as a supplier. They understand the importance of building strong relationships with their partners, and they consistently demonstrate their willingness to collaborate and communicate effectively to ensure the success of their business.

Their financial responsibility and ability to pay their bills within the agreed upon timeline is a testament to their integrity and reliability as a business partner. They have always maintained open communication with our accounts department and have demonstrated a willingness to resolve any issues that may arise in a timely and efficient manner.

In sum, I can confidently recommend Danielle Rosse as an operator to anyone seeking a restaurant that is committed to excellence, quality, and professionalism. They are a true Hospitality gem and a pleasure to work with as a supplier.

Sincerely,

Peter Borradaile

Cheney Brothers, Inc

1 Cheney Way Riviera Beach FL 33404-7000 • 561.845.4700 office • 800.432.1341 toll-free
2801 W. Silver Springs Blvd Ocala FL 34475-5655 • 352.291.7800 office • 800.939.4018 toll-free
1 Cheney Way Punta Gorda FL 33982-4401 • 941.505.5885 office • 844.234.1341 toll-free
195 Business Park Dr. Statesville NC 28677 • 919.778.3000 office • 800.899.3921 toll-free



Fish's Wholesale, LLC
Fishswholesale.com

To Whom It May Concern,

I am pleased to recommend Oceans 234 & Danielle Rosse. As a supplier to their establishment for the past two decades, we have had the pleasure of working closely with Danielle and her team.

The staff at Oceans 234 is professional & respectful in their communications with us as a supplier. They have a strong relationship with us a vendor to effectively ensure the success of their business.

Furthermore, Oceans 234 has a strong track record of financial responsibility, consistently paying their bills within the agreed-upon timeline and are quick to resolve any issues that may arise.

I wholeheartedly recommend Danielle Rosse and Oceans 234 to anyone seeking a restaurant committed to professionalism and quality. They are a pleasure to work with as a supplier.

Sincerely,

Sandra (Accounts Receivable)

Fish's Wholesale

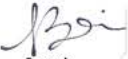


May 15, 2023

To whom it may concern,
Reference Danielle Rosse

Please allow this letter to serve as verification that Daniel Rosse has had multiple loans and depository accounts since April 2012 with BankUnited that are in good standing.

If you have any further questions, please feel free to contact me at our Commercial Banking Services office at (786) 396-6101 or email JBlair@BankUnited.com


Regards,

Jahzelle Blair
Commercial Banking Portfolio Administrator
BankUnited, N.A.
Commercial Banking Broward/ Palm Beach
333 E. Las Olas Blvd. 3rd Floor
Fort Lauderdale, FL 33301



QUALIFICATION STATEMENT

Highly experienced restaurant owner and operator, Danielle Rosse has a proven track record of successful full-service restaurant operations for the past two decades. She meets the minimum three (3) years continuous experience within the last (10) years in the ownership & operation of a restaurant service operation with a successful track record of favorable health inspections. Strong expertise in managing various aspects of restaurant operations, including developing menus, overseeing kitchen operations, providing top-notch customer service, and ensuring compliance with regulatory requirements. Demonstrated ability to consistently pass health inspections with top scores, showcasing a commitment to maintaining high standards of hygiene and safety in the foodservice industry. Ms. Rosse does not have any pending lawsuits against the city or criminal activities involving moral turpitude and does not have any conflicts of interest.



Restauranteurs Certification

Danielle Rosse has all needed certifications to own and operate a successful restaurant including but not limited to; Responsible vendor training, sexual harassment training and ServSafe certification.





Ethics Code Disclosure

The following campaign contributions have been made to a city commissioner by any entity of Danielle Rosse;

Ben Preston

1/23 – Epic Restaurant Group \$1,000

1/23 – Oceans Hospitality Group \$1,000

Michael Hudak

2/23 – Epic Restaurant Group \$1,000

2/23 – Oceans Hospitality Group \$1,000

2/19 – Oceans 234 \$993.30

William Ganz

2/17 – Oceans 234 \$1,000



LEASE PROPOSAL

To provide restaurant operations at the City’s international fishing pier as a tenant

Lease Term: 20 years

Rent commencement date: 5 months after issuance of building permit and possession of leased premises

Base Rent:
Year 1-5
\$125,000 per year

After year 5 - Base Rent Shall reset “to the greater of” a 20% increase of base rent OR 5% of average gross sales of the preceding 5 year period.

After year 10 - Base Rent Shall reset “to the greater of” a 20% increase of base rent OR 6% of average gross sales of the preceding 5 year period.

After year 15 - Base Rent Shall reset “to the greater of” a 20% increase of base rent OR 7% of average gross sales of the preceding 5 year period.

INITIAL ESTIMATED CAPITAL INVESTMENT: \$2,387,100.10

COST RECOVERY FEE;
I agree to pay **\$7,500.00** to the City as a cost recovery fee to assist with the successful negotiation of a Lease Agreement, **\$2,500** of which will be non-refundable, and the remainder may be used by the City as necessary to pay for negotiation and drafting expenses of staff and attorneys. **Payment shall be due within 30 days of Approval of rankings by the City Commission.**

Lease Proposal		
to provide restaurant operations at the City's international; fishing pier as a Tenant		
20 Year Lease term with the following proposed lease payments		
Rent Commencement date to begin 5 months past issuance of bldg permits and poseession of leased premises		
Initial Estimated Capital Investment \$		2,387,100.10
Base rent to begin at \$125,000 for years 1-5.		
Years	PROJECTED GROSS SALES	ADJUSTED ANN. MINIMUM BASE
1	\$ 3,865,923.36	\$125,000.00
2	\$ 4,059,219.53	\$125,000.00
3	\$ 4,262,180.50	\$125,000.00
4	\$ 4,390,045.92	\$125,000.00
5	\$ 4,521,747.30	\$125,000.00
TOTAL RENT YEARS 1-5		\$625,000.00
At Year 5 - Base rent shall reset at "the greater of" a 20% increase OR 5% of average gross sales over preceeding 5 year period.		
Average Gross Sales for first 5 Years:		5.0%
\$4,219,823.32		\$210,991.17
Years		
6	\$4,634,790.98	\$210,991.17
7	\$4,750,660.75	\$210,991.17
8	\$4,869,427.27	\$210,991.17
9	\$4,991,162.95	\$210,991.17
10	<u>\$5,115,942.03</u>	\$210,991.17
TOTAL RENT YEARS 6-10		\$1,054,955.83
At Year 10 - Base rent shall reset at "the greater of" a 20% increase OR 6% of average gross sales over preceeding 5 year period.		
Average Gross Sales for Years 6-10		6.0%
\$4,872,396.80		\$292,343.81
Years		
11	\$5,243,840.58	\$292,343.81
12	\$5,374,936.59	\$292,343.81
13	\$5,509,310.01	\$292,343.81
14	\$5,647,042.76	\$292,343.81
15	<u>\$5,788,218.83</u>	\$292,343.81
TOTAL RENT YEARS 11-15		\$1,461,719.04
At Year 15 - Base rent shall reset at "the greater of" a 20% increase OR 7% of average gross sales over preceeding 5 year period.		
Average Gross Sales for Years 11-15		7.0%
\$5,512,669.75		\$385,886.88
Years		
16	\$5,932,924.30	\$385,886.88
17	\$6,081,247.41	\$385,886.88
18	\$6,233,278.59	\$385,886.88
19	\$6,389,110.56	\$385,886.88
20	\$6,548,838.32	\$385,886.88
TOTAL RENT YEARS 16-20		\$1,929,434.41
TOTAL RENT COLLECTED		\$5,071,109.28



Vendor Name Submitting Bid: Deerfield Beach Cafe LLC

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: in.design, inc.
Agency Contact: Karen D. Hansen
Contact E-mail: karen@indesignstudio.net
Contact Phone #: 954.415.0564 Mobile

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 4
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

As a female business owner, I take great pride in supporting a local, female-owned restaurant to host weekly business lunches, mid-week family dinners and weekend date nights. The exceptional service begins at the valet stand, progresses throughout the meal, and is punctuated by the personal attention of the management. The Oceans team is friendly, knowledgeable and always accommodating, even at the busiest times. I consider myself a frequent flyer at Oceans and take great pride in sharing the view and experience with everyone in my personal and professional circles.

Reference Name: Karen D. Hansen Title: CEO
(Please print – Person completing survey)

Signature: [Signature] Date: 05.19.2023
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



Vendor Name Submitting Bid:

OCEANS 234

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: Best Foot Forward
Agency Contact: Lonna Biase
Contact E-mail: dbiasea@bestfoot.org
Contact Phone #: 561 470-8300 / 561 756-4551

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions.

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 4
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 4
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments: We have hosted several dinners at Oceans over the years. All personnel provide excellent communication regarding all aspects of event from inception to completion. Menu is appropriately diverse to appeal to all dietary restrictions. A true pleasure to work with.

Reference Name: Lonna Biase Title: CEO

(Please print - Person completing survey)

Signature: [Signature] Date: 5/17/23

(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



Vendor Name Submitting Bid:

OCEANS 234

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: MahiGaming
Agency Contact: Helen Masterson
Contact E-mail: helenm@mahigaming.com
Contact Phone #: 561-504-1534

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 4
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 4
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

We have known Danielle and her staff for over 8 years. I highly recommend Danielle and her staff or their outstanding

service, quality and professionalism

Reference Name: Helen Masterson Title: CEO of Happiness at MahiGaming
(Please print – Person completing survey)

Signature: Helen Masterson Date: 5/17/23
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



Vendor Name Submitting Bid:

Deerfield Beach Cafe

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name:

Agency Contact:

Contact E-mail:

Contact Phone #:

Greater Fort Lauderdale Chamber Commerce / Deerfield Commerce
DENISE JORDAN
DJORDAN@FTLCCHAMBER.COM
954-462-5940

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 3
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

OCEANS 234 as an establishment has been a pillar of our
Community & Tourism. Anything they do is always top notch,

Reference Name:

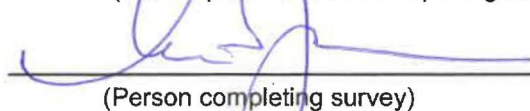
DENISE JORDAN

Title:

Executive Vice President

(Please print – Person completing survey)

Signature:



Date:

MAY 19, 2023

(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee:

Date:



Vendor Name Submitting Bid:

OCEANS 234

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name:

Agency Contact: Jerry Pearl

Contact E-mail: jerry.pearl@cityofdeerfieldbeach.com

Contact Phone #: 407-325-5400

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 4
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

AFTER SEVERAL YEARS DEALING WITH THIS RESTAURATEUR,

I'VE HAD NOTHING BUT EXCEPTIONAL EXPERIENCES.

Reference Name: JERRY PEARL

Title: LICENSED MASSAGE THERAPIST

(Please print - Person completing survey)

Signature: Jerry Pearl

Date: 5/17/2023

(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



E-VERIFY COMPLIANCE VERIFICATION FORM

Solicitation No: ITN #23-02-PC

Solicitation Title: City of Deerfield Beach Pier Restaurant Lease

Company/Firm: Deerfield beach Cafe LLC / Danielle Rosse ("Restaurateur")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

- (a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and
- (b) All persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Danielle Rosse, being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: [Signature] Date: 5/19/23

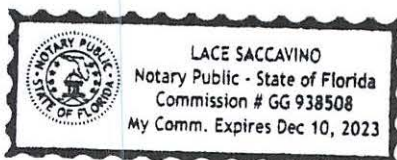
Print Name: Danielle Rosse Title: Managing Member

STATE OF FLORIDA

COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19 day of MAY, 2023 (year) by DANIELLE ROSSE (name of person making the statement) as OWNER (title) of _____ (company name), on behalf of _____ (company name), who ☐ is personally known to me or ☐ has provided _____ as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

LACE SACCAVINO
(Name of Acknowledger Taped, Printed or Stamped)

GG 938508
Commission Number



60 Federal Street, 4th Floor
Boston, Massachusetts 02110

Ref: Restaurant tenant at The Deerfield Beach International Fishing Pier (the "Pier")

C/O Epic Restaurant Group LLC/Deerfield Beach Café LLC Operator letter of Insurability

This letter is to confirm that Danielle Rosse owner and operator of Oceans 234, Deerfield Beach is insurable & can obtain insurance for the restaurant located at The Deerfield Beach International Fishing Pier (the "Pier") and will be in full compliance with The City of Deerfield Beach Pier Restaurant Lease.

Danielle Rosse has carried all lines of coverage at Oceans 234 and has been in clean standings with all her insurance companies for several years.

All lines of coverage will be with A Rated carriers that will include full replacement cost on the property and full liability limits. Flood Insurance is placed with the (NFIP) National Flood Insurance Program. The Business Personal Property will be placed with the state of Florida's Insurance Company Citizens Property Insurance. The Liability will be with A rated AM Best Companies.

Risk Strategies is a national insurance Insurance agency and only is approved to do business with AM Best Rated Insurance Companies that are all A rated.

Please feel free to contact me with any questions.

Kind regards,

Brian Traino

Vice President - Producer

Risk Strategies Company

p 954-416-9579 | m 954-649-4429

btraino@risk-strategies.com

Riskstrategies.com



RT Specialty
1551 Sawgrass Corporate Pkwy
Sunrise, FL 33323
Jeffrey Dunn
754-255-7411

Insurance Proposal

April 24, 2023

Risk Strategies Company - Hollywood

Attn: Brian Traino
3250 North 29th Ave Hollywood, FL 33020

Applicant: Deerfield Beach Cafe LLC
202 NE 21St Ave
Deerfield Beach, FL 33441

Submission #: APP42195185

Policy Period: 05/01/2023 12:01 AM To 05/01/2024 12:01 AM

Coverage: Liability

Issuing Company: Scottsdale Surplus Lines Insurance Company

We are pleased to submit our proposal for the above captioned applicant.

Please read the attached quote carefully as coverage offered may be more limited than coverage requested.

Note :

Minimum earned premium may apply to this policy. See attached carrier quote for specifics. Please note that all fees are fully earned at inception.

TRIA coverage if applicable is offered on the attached carrier's quote.

Please review any minimum and deposit, audit, and/or cancellation provisions on the attached carrier quote for details regarding possible return premiums and additional premium charges.

I look forward to hearing from you, and please call if you have any questions.

Thank you for your business.

Regards,

Jeffrey Dunn
Brokerage Underwriter
RT Specialty
jeff.dunn@rtspecialty.com
754-255-7411

Carmen Rodriguez
Associate Broker
RT Specialty
carmen.rodriguez@rtspecialty.com
754-255-7427



RT Specialty
1551 Sawgrass Corporate Pkwy
Sunrise, FL 33323
Jeffrey Dunn
754-255-7411

Insurance Proposal

Cost Summary

General Liability Premium	\$40,000.00
Policy Fee	\$1,000.00
Carrier Policy Fee	\$850.00
FL Surplus Lines Tax	\$2,067.39
FL Stamp Fee	\$25.11

Total Policy Cost	\$43,942.50
--------------------------	--------------------

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier quote for more details on the minimum earned percentage.

Agent Commission: 12.00%

Disclosures

In the process of reviewing and attempting to place insurance for your client, we may perform any number of tasks that may or may not include: the review and assessment of your application, losses and risk profile, communicating with various insurance carriers or their representatives, risk analysis, policy or coverage comparison, inspections, reviewing coverage terms offered, policy issuance and servicing of the policy post binding. We may charge a fee for these services in addition to any commission that may be payable to us by the Insurance Carrier with whom we bind your client's business.

Any fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. Fees may be applicable to any transaction requiring additional premium including audits and endorsements as well as new and renewal policies. All fees will be itemized separate from premium in our quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our Quotes. The fees we charge are not required by state law or the insurance carrier.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



RT Specialty
1551 Sawgrass Corporate Pkwy
Sunrise, FL 33323
Jeffrey Dunn
754-255-7411

Insurance Proposal

Subjectivities

- Signed and completed Acord Applications
- Signed TRIA form if insured is accepting or rejecting terrorism coverage PRIOR TO BINDING
- Completed Surplus Lines Affidavit
- Signed and completed Supplemental Application
- A written request to bind coverage is required prior to binding

The Subjectivities outlined above are required prior to binding. Please forward all requested information with your bind request. No coverage is considered bound until confirmed in writing and all subjectivities have been addressed.

Conditions

- No flat cancellations are permitted
- This quote is valid until XX/XX/XX or until the expiration date if current coverage is written with us.
- Quote is subject to a Satisfactory Inspection. Please provide the Inspection Contact name and number at time of binding.

Note that if we do not receive the required information as outlined above, we will be unable to issue a binder if requested.

Remarks

THIS COVER LETTER DOES NOT SUPERCEDE OR MODIFY ANY OF THE TERMS AND CONDITIONS OF THE CARRIER ISSUED QUOTE OR BINDER. YOU SHOULD REVIEW THE CARRIER ISSUED QUOTE OR BINDER FOR SPECIFIC TERMS AND CONDITIONS. ADDITIONAL INFORMATION, INCLUDING COPIES OF FORMS REFERENCED ON THE QUOTE OR BINDER ARE AVAILABLE FROM YOUR RT SPECIALTY CONTACT.

The schedule of Named Insureds will include only the entities listed on this quote (and will not include entities requested in the submission, but not listed in this quote). Any adjustments to this schedule will be made effective no earlier than the date a request to amend the schedule is received by the carrier*****



Partners General Insurance Agency, LLC

Quotation

We are pleased to offer the following quotation:

Carrier: Scottsdale Insurance Company
A.M. Best Rated A+ XV

Producer: Jeff Dunn

Applicant: Deerfield Beach Cafe, LLC DBA Deerfield
Beach Cafe'

ALL RISKS - SUNRISE FL

Policy Effective: 5/1/2023 to 5/1/2024

This quote is valid for Thirty (30) days

LIABILITY COVERAGES

Each Occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
Personal And Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000

COVERAGE:	General Liability	Advance Premium	\$40,000.00
		Fees	\$850.00
DEDUCTIBLE:	\$2,500 per occurrence BI/PD	Total Excluding Terrorism	\$40,850.00
		Terrorism Coverage	\$2,000.00
		Total Including Terrorism	\$42,850.00

RATE: \$7.27

RATE BASIS: per \$1,000 of Gross Sales or
Receipts in excess of \$5,500,000

CONDITIONS:

COMMERCIAL GENERAL LIABILITY DECLARATIONS PJS-D-1 (1-20)
CLAIM REPORTING INFORMATION NOTX0178 03-16
SCHEDULE OF FORMS AND ENDORSEMENTS
SERVICE OF SUIT CLAUSE UTS - 9G (5 - 96)
COMMERICAL GENERAL LIABILITY COVERAGE FORM CG 00 01 04 13
LIQUOR LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS CLS SD - 5 (8-01)
LIQUOR LIABILITY COVERAGE FORM (OCCURRENCE VERSION) CG 00 33 04 13
EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER
METHODS OF SENDING MATERIAL OR INFORMATION CG 00 67 03 05
LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION CG 21 44 04 17
EMPLOYMENT - RELATED PRACTICES EXCLUSION CG 21 47 12 07
TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING
EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION CG 21 65 12 04
FUNGI OR BACTERIA EXCLUSION CG 21 67 12 04
EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS CG 21 86 12 04
SILICA OR SILICA-RELATED DUST EXCLUSION CG 21 96 03 05
LIQUOR LIABILITY CG 24 08 10 93
COMMON POLICY CONDITIONS IL 00 17 11 98
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT IL 00 21 09 08
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT IL 09 85 12 20
DEDUCTIBLE LIABILITY INSURANCE PJS-3 (3-18)
POLICY PERIOD MINIMUM PREMIUM AND MINIMUM EARNED PREMIUM PJS-8 (3-18)
INDEPENDENT CONTRACTORS ENDORSEMENT INDEMNITY PARTICIPATION PROVISION PJS-10 (3-18)
EXCLUSION—LEAD LIABILITY PJS-27 (3-18)
EXCLUSION—ASBESTOS PJS-28 (3-18)

EXCLUSION—PRE-EXISTING DAMAGE OR INJURY PJS-36 (3-18)
ABSOLUTE AUTO, AIRCRAFT AND WATERCRAFT EXCLUSION PJS-39 (3-18)
EXCLUSION—CONSTRUCTION ACTIVITIES PJS-49 (3-18)
COMMUNICABLE DISEASE EXCLUSION PJS-68 (3-18)
CANCELLATION AND NONRENEWAL—FLORIDA UTS - 29 FL
FLORIDA POLICYHOLDER NOTICE NOTS0381FL (7-09)
PRODUCTS-COMPLETED OPERATIONS REDEFINED CG 24 07 01 96

SUBJECT TO: (POLICY OR BINDER WILL BE CANCELLED IF COMPLIANCE NOT MET)

- **Acceptable Inspection**
- **Acord app signed by applicant within 30 days of binding**
- **PGIA Surplus Lines Tax Letter within 30 days of binding**
- **Terrorism Notice completed and signed by applicant PRIOR TO BINDING**

PLEASE READ CAREFULLY AS THIS QUOTE MAY
NOT INCLUDE ALL OF THE CONDITIONS, TERMS
OR COVERAGES REQUESTED. NO FLAT
CANCELLATIONS. PRODUCER IS RESPONSIBLE FOR
EARNED PREMIUMS. ALL FEES FULLY EARNED AT BINDING.

Term is 1 year unless otherwise indicated. This policy is auditable. THE FINAL EARNED PREMIUM RETAINED BY THE COMPANY SHALL NOT BE LESS THAN 100% OF THE TOTAL ADVANCE PREMIUM. No "flat" cancellations; you are responsible for the Minimum Earned Premium and all fees upon binding.

If the insured elects to cancel the policy for any reason, the minimum earned premium retained by the Company is 25% of the Advance Premium.

Submission of certificates of insurance is not required and will not be accepted. Certificates are informational documents provided by the issuing party to the certificate holders, confer no rights upon the certificate holders and do not amend, extend or alter the coverage afforded by the insurance policy. As such, certificates should not be sent to the Company or to PGIA for review, approval or for notification purposes.

**Freedom Specialty Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Insurance Company
Scottsdale Surplus Lines Insurance Company**

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019 (the “Act”), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term “certified acts of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from “certified acts of terrorism,” such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear, chemical, biological or radioactive events. Under the formula, the United States Government agrees to reimburse eighty percent (80%) of covered terrorism losses that exceed the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers’ liability for losses resulting from “certified acts of terrorism” when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2019 is scheduled to terminate at the end of December 31, 2027, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2027, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR “CERTIFIED ACTS OF TERRORISM” BELOW:

The Note below applies for risks in these states: California, Georgia, Hawaii, Illinois, Iowa, Maine, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Washington, West Virginia, Wisconsin.

NOTE: In these states, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy. Please select one of the checkboxes below.

☐	I hereby elect to purchase certified terrorism coverage for a premium of \$2,000. I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2019 may terminate on December 31, 2027. Should that occur my coverage for terrorism, as defined by the Act, will also terminate.
☐	I hereby reject the purchase of certified terrorism coverage.

Policyholder/Applicant's Signature

Named Insured/ Business Name

Print Name

Policy Number, if available

Date

Surplus Lines Disclosure Form Instructions

This form is designed to provide guidance based on the statutory requirements for such form and it has not been approved by the Florida Department of Financial Services. This is a suggested form; however the law requires that the following language be included in the form and that the insured sign the form:

"As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer."

The statute does not require the retail/producing agent to sign the form. However, the retail/producing agent should keep the original signed form in the insured's file in the event of a future E&O claim. The statute clearly states that if the form is signed by the insured that the insured is presumed to have been informed and to know that other coverage may be available and that the retail/producing agent has no liability for placing the policy in the surplus lines market.

Some surplus lines brokers may ask for copies of these forms, but they are not required by statute to obtain or maintain these forms. Retail/producing agents may choose to comply with their requests for copies of the forms, but agents and brokers should note that the Florida Surplus Lines Service Office will not be looking for copies of these forms during compliance reviews of the files of surplus lines brokers. Only when a surplus lines broker acts in both a retail/producing agent capacity and a surplus lines broker capacity on a given risk/policy should the broker maintain a copy of this form.

Please click on the link below to access the Diligent/Effort Matrix:

<https://www.fslso.com/BusinessForms/Matrix>

Surplus Lines Disclosure and Acknowledgement

At my direction, Risk Strategies Company - Hollywood
(name of insurance agency) has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Deerfield Beach Cafe LLC

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Partners General Insurance Agency

Name of Excess and Surplus Lines Carrier

Type of Insurance

05/01/2023

Effective Date of Coverage

State of Florida

Department of State

I certify from the records of this office that THE PALM HOUSE is a Fictitious Name registered with the Department of State on May 17, 2023.

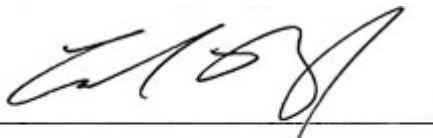
The Registration Number of this Fictitious Name is G23000061796.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eighteenth day of May, 2023*




Secretary of State

**CERTIFICATE OF RESOLUTIONS
OF THE MEMBERS OF
DEERFIELD BEACH CAFE, LLC
a Florida Limited Liability Company**

The undersigned The Danielle Rosse Revocable Trust, as the Managing Member of **DEERFIELD BEACH CAFE, LLC, a Florida Limited Liability Company** (the “Company”), hereby certifies that the following is a true and correct copy of the Resolutions unanimously adopted by the Members of the Company at a special meeting held on May 12, 2023; that said meeting was called and held pursuant to law, at which meeting a quorum was present; and that said Resolutions are in full force and effect and have not been rescinded or modified:

BE IT RESOLVED, that the Managing Member of the Company be and is hereby authorized, empowered, and directed in the name and on behalf of the Company, whether or not under its corporate seal, to execute any and all documents and agreements on behalf of the Company, including but not limited to any agreements, contracts, leases, loan related documents, letters or any other documents that may be required in the best interest of the Company, with the signature of Managing Member to be conclusive evidence of such determination and of the authority of said Managing Member to execute and deliver the same;

BE IT FURTHER RESOLVED, that the foregoing Resolution shall continue in full force and effect and may be relied upon by the City of Deerfield Beach, Florida until receipt of written notice of any change.

IN WITNESS WHEREOF, the undersigned, as Managing Member of this Company has executed and delivered this Resolution on the ____ day of May 12, 2023.

DEERFIELD BEACH CAFE, LLC, a Florida Limited Liability Company



The Danielle Rosse Revocable Trust, Managing Member

By: _____

Title: _____

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954) 480-4333
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt License
2022 - 2023
License Number: 2023-463752
Date Issued: 5/19/2023
Expires: 9/30/2023

Classification: RESTAURANT ESTABLISHMENT

OCEAN 234
234 NE 21 AVE
DEERFIELD BEACH, Florida 33441

Business Location: 234 NE 21 AVE DFB 33441
Service(s): 210 SEATS; TAKEOUT; ALCOHOL
SRVCS

Tax Amount: \$58.80

Add Fees: \$867.30

Penalty: \$14.70

Total Amount Paid: \$940.80

Notice: This tax receipt becomes *NULL* and *VOID* if ownership, business name, or address changed.
Business owner **must** apply to Business Tax Office for Transfer.

Detach and retain for your records

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1 to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at <http://www.deerfield-beach.com/signage>

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at ifor@recyclingperks.com. For information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.

123000157246

Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H23000128416 3)))



H2300012841634BC.

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)214-8442

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FLORIDA LIMITED LIABILITY CO.
Deerfield Beach Cafe, LLC

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	\$130.00

SECRETARY OF STATE
TALLAHASSEE, FL

2023 APR -5 AM 2:36

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

ARTICLES OF ORGANIZATION

Article I. Name

The name of this Florida limited liability company is:
Deerfield Beach Cafe, LLC

Article II. Address

The street address of the Company's initial principal office is:
Deerfield Beach Cafe, LLC
1080 SW 17th Street
Boca Raton FL 33486

The mailing address of the Company's initial principal office is:
Deerfield Beach Cafe, LLC
1080 SW 17th Street
Boca Raton FL 33486

Article III. Registered Agent

The name and street address of the Company's registered agent is:
Associated Corporate Services, LLC
6111 Broken Sound Parkway NW, Suite 200
Boca Raton FL 33487

Article IV. Transferability of Membership Interests

No members shall have the right to assign their membership interests in the Company without the written agreement of all of the membership interests, unless otherwise provided in the Company's Operating Agreement. If the assignment is not approved by all of the membership interests, the assignee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights or powers of a member. The assignee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss deduction, credit or similar item to which the assignor was entitled, to the extent assigned.

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

FILED
2023 APR -5 AM 2:36
SECRETARY OF STATE
TALLAHASSEE, FL

Article V. Distribution of Profits

Unless otherwise provided in the Company's Operating Agreement, there shall not be any distribution of profits unless each separate distribution is approved by the affirmative vote of members who own more than 50% of the voting interest in the Company. The voting members shall have complete discretion on when and if to approve any distribution of profits.

Article VI. Management

This will be a manager-managed company. The name and address of each manager is:

The Danielle Rosse Revocable Trust
1080 SW 17th Street
Boca Raton FL 33486

Article VII. Company Existence

The Company's existence shall begin effective as of April 5, 2023.

The undersigned authorized representative of a member executed these Articles of Organization on 4/5/2023.



COMPUTERSHARE GOVERNANCE SERVICES INC.
D/B/A CORPORATE CREATIONS INTERNATIONAL

By: John Perez, Attorney-in-Fact

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

STATEMENT OF REGISTERED AGENT

LIMITED LIABILITY COMPANY:

Deerfield Beach Cafe, LLC

REGISTERED AGENT/OFFICE:

Associated Corporate Services, LLC
6111 Broken Sound Parkway NW, Suite 200
Boca Raton FL 33487

I agree to act as registered agent to accept service of process for the company named above at the place designated in this Statement. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



ASSOCIATED CORPORATE SERVICES, LLC

By: John Perez, Attorney-in-Fact

Date: April 5, 2023.

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) BEN PRESTON
Name
(2) 640 S.W. 14th Ct
Address (number and street)
DEERFIELD BCH FL 33441
City, State, Zip Code

CITY OF DEERFIELD BEACH
OFFICE USE ONLY
RECEIVED

FEB 8 2023

☐ Check here if address has changed

(3) ID Number: _____

CITY CLERK'S OFFICE

(4) Check appropriate box(es):

☒ Candidate Office Sought: COMMISSIONER

☐ Political Committee (PC)

☐ Electioneering Communications Org. (ECO)

☐ Party Executive Committee (PTY)

☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)

☐ Check here if PC or ECO has disbanded

☐ Check here if PTY has disbanded

☐ Check here if no other IE or EC reports will be filed

(5) Report Identifiers

Cover Period: From 1 1 23 To 1 31 23 Report Type: M1

☒ Original

☐ Amendment

☐ Special Election Report

(6) Contributions This Report

Cash & Checks \$ 8,400

Loans \$ 0

Total Monetary \$ 8,400

In-Kind \$ 0

(7) Expenditures This Report

Monetary Expenditures \$ 7,134.15

Transfers to Office Account \$ 0

Total Monetary \$ 7,134.15

(8) Other Distributions

\$ 0

(9) TOTAL Monetary Contributions To Date

\$ 23,150.00

(10) TOTAL Monetary Expenditures To Date

\$ 7,693.12

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) BEN PRESTON

☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy Treasurer

X [Signature]
Signature

(Type name) BEN PRESTON

☒ Candidate ☐ Chairperson (only for PC and PTY)

X [Signature]
Signature

CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

(1) Name BEN PRESTON (2) I.D. Number _____

(3) Cover Period 1/1/23 through 1/31/23 (4) Page 1 of 1

(5) Date	(7) Full Name (Last, Suffix, First, Middle)	(8) Contributor Type	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number	Street Address & City, State, Zip Code	Occupation				
1/1/23 1	HOWARD NOLAND MARGARET NOLAND 325 SE 3RD TER DEERFIELD BCH FL 33441	I	RETIRED	CHE		\$200
1/12/23 2	LOUISE MIRANDA BEVERLY DAVIS 3560 NE 28TH AVE LIGHTHOUSE POINT FL 33064	I	RETIRED	CHE		\$200
1/13/23 3	THE BORROWING CLUB LLC 6699 N. FED HWY 105 BOCA RATON FL 33487	B	LOAN CONSULTING	CHE		\$1000
1/13/23 4	DEBT RESOLUTION PROS LLC 420 W BOYNTON BLVD BOYNTON BEACH FL 33435	B	PRO DEBT SETTLEMENT	CHE		\$1000
1/20/23 5	EPIC RESTAURANT GROUP INC 234 N. OCEAN BLVD DEERFIELD BEACH FL 33441	B	RESTAURANT OPERATION	CHE		\$1000
1/20/23 6	OCEAN HOSPITALITY GROUP INC 234 N OCEAN BLVD DEERFIELD BCH FL 33441	B	RESTAURANT MANAGEMENT	CHE		\$1000
1/20/23 7	INVESTMENTS LIMITED MANAGEMENT INC 215 NORTH FED HWY INC BOCA RATON FL 33432	B	REAL ESTATE	CHE		\$1000

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) Michael Hudak

Name

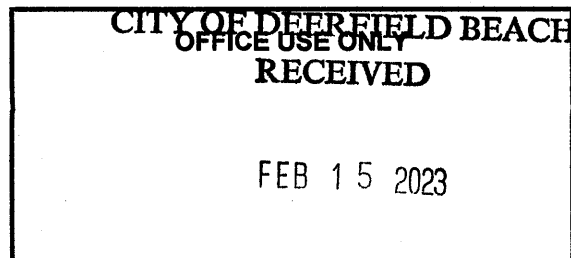
(2) 34 SE 9th Avenue

Address (number and street)

Deerfield Beach, FL 33441

City, State, Zip Code

☐ Check here if address has changed



(3) ID Number CITY CLERK'S OFFICE

(4) Check appropriate box(es):

☒ Candidate Office Sought: Deerfield Beach District 1 City Commissioner

☐ Political Committee (PC)

☐ Electioneering Communications Org. (ECO)

☐ Party Executive Committee (PTY)

☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)

☐ Check here if PC or ECO has disbanded

☐ Check here if PTY has disbanded

☐ Check here if no other IE or EC reports will be filed

(5) Report Identifiers

Cover Period: From 02 01 23 To 02 10 23 Report Type: G01

☒ Original

☐ Amendment

☐ Special Election Report

(6) Contributions This Report

Cash & Checks \$, 5 , 350 . 00

Loans \$ 0 , , .

Total Monetary \$ 0 , 5 , 350 . 00

In-Kind \$, , 622 . 74

(7) Expenditures This Report

Monetary Expenditures \$, , 854 . 71

Transfers to Office Account \$ 00 , , .

Total Monetary \$, , .

(8) Other Distributions

\$ 00 , , .

(9) TOTAL Monetary Contributions To Date

\$, 27 , 410 . 00

(10) TOTAL Monetary Expenditures To Date

\$, 8 , 789 . 52

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) Paula Hudak

☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy Treasurer

X

Signature

(Type name) Michael Hudak

☒ Candidate ☐ Chairperson (only for PC and PTY)

X

Signature

CAMPAIGN TREASURER'S REPORT – ITEMIZED CONTRIBUTIONS

(1) Name Michael Hudak (2) I.D. Number _____

(3) Cover Period 02 / 01 / 2023 through 02 / 10 / 2023 (4) Page 1 of 2

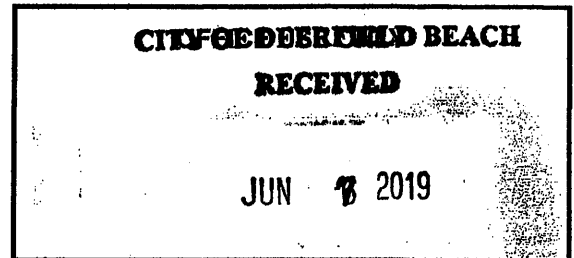
(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation		(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number		Type	Occupation	Type	Description		
02 / 05 / 2023	Jane Schafrann 38 Shamrock Drive Mutnam, NY 10579	I	Retired	CHE			100
01							
02 / 05 / 2023	Shiff Construction 180 SW 6th St. Pompano Beach, FL 33060	B	Construction	CHE			1,000
02							
02 / 05 / 2023	Oceans Hospitality Group 234 N. Ocean Blvd Deerfield Beach, FL 33441	B	Restaurant	CHE			1,000
03							
02 / 05 / 2023	Epic Restaurant Group 234 N. Ocean Blvd Deerfield Beach, FL 33441	B	Restaurant	CHE			1,000
04							
02 / 07 / 2023	Luigi Di Roma 718 S. Federal Highway Deerfield Beach, FL. 33441	B	Restaurant	INK	Fundraiser		622.74
05							
02 / 07 / 2023	Emily Lilly 800 SE 20th Ave #707 Deerfield Beach, FL 33441	I	Retired	CHE			50
06							
02 / 07 / 2023	Howard Noland 325 SE 3rd Terr. Deerfield Beach, FL 33441	I	Retired	CHE			200
07							

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) Michael Hudak
 Name
 (2) 34 SE 9th Avenue
 Address (number and street)
Deerfield Beach, FL 33441
 City, State, Zip Code



☐ Check here if address has changed

(3) ID Number: CITY CLERK'S OFFICE

(4) Check appropriate box(es):

- ☒ Candidate Office Sought: Commissioner District 1
- ☐ Political Committee (PC)
- ☐ Electioneering Communications Org. (ECO) ☐ Check here if PC or ECO has disbanded
- ☐ Party Executive Committee (PTY) ☐ Check here if PTY has disbanded
- ☐ Independent Expenditure (IE) (also covers an individual making electioneering communications) ☐ Check here if no other IE or EC reports will be filed

(5) Report Identifiers

Cover Period: From 02 / 01 / 19 To 02 / 08 / 19 Report Type: G4

☐ Original ☒ Amendment ☐ Special Election Report

(6) Contributions This Report

Cash & Checks \$, 7 , 425 . 00

Loans \$, , .

Total Monetary \$, , 0 .

In-Kind \$, , 993 . 30

(7) Expenditures This Report

Monetary Expenditures \$, 1 , 850 . 00

Transfers to Office Account \$, , 0 .

Total Monetary \$, , 0 .

(8) Other Distributions

\$, , 0 .

(9) TOTAL Monetary Contributions To Date

\$, 24 , 634 . 00

(10) TOTAL Monetary Expenditures To Date

\$, 9 , 730 . 38

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) Paula Hudak

☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy Treasurer

X

Signature

(Type name) Michael Hudak

☒ Candidate ☐ Chairperson (only for PC and PTY)

X

Signature

CAMPAIGN TREASURER'S REPORT – ITEMIZED CONTRIBUTIONS

(1) Name Michael Hudak (2) I.D. Number _____

(3) Cover Period 02 / 01 / 19 through 02 / 08 / 19 (4) Page 1 of 3

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation		(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number		Type	Occupation	Type	Description		
02 / 05 / 19 1	Greenspoon Marder 100 W Cypress Creek Rd Suite 700 Ft Lauderdale FL 33309	B	Law Firm	CHE			\$500.00
02 / 05 / 19 2	Equity Land Title LLC 525 Okeechobee Blvd Ste 1570 West Palm Beach FL 33401	B	Title	CHE			\$500.00
02 / 05 / 19 3	Jerome Zygmunt 953 SE 6th St Deerfield Beach FL 33441	I	Resident	CHE			\$25.00
02 / 06 / 19 4	Robert Eisen 2318 SW 23rd Cranbrook Dr Boyton Bch FL 33436 Legal Assistant	I	Legal Asst	CHE			\$1,000.00
02 / 06 / 19 5	Dennis W Thies Rev Business Tr 716 SE 17th Terrace Deerfield Beach FL 33441	B	Residencial	CHE			\$500.00
02 / 07 / 19 6	Oceans 234 234 N Ocean Blvd Deerfield Beach FL 33441	B	Restaurant	INK	Meet & Greed		\$993.30
02 / 08 / 19 7	Jerry Dubois 33 Little Harbor Way Deerfield Beach FL 33441 JWR Construction Services. 1311 W Newport Center Drive, Suite C	I	Buss Owner	CHE			\$500.00

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

CAMPAIGN TREASURER'S REPORT SUMMARY

(1) WILLIAM GANZ

Name

(2) 701 NW 41ST TER

Address (number and street)

DEERFIELD BEACH, FL 33442

City, State, Zip Code

☐ Check here if address has changed

(3) ID Number: _____

(4) Check appropriate box(es):

☒ Candidate Office Sought: MAYOR - DEERFIELD BEACH

☐ Political Committee (PC)

☐ Electioneering Communications Org. (ECO)

☐ Party Executive Committee (PTY)

☐ Independent Expenditure (IE) (also covers an individual making electioneering communications)

☐ Check here if PC or ECO has disbanded

☐ Check here if PTY has disbanded

☐ Check here if no other IE or EC reports will be filed

CITY OF DEERFIELD BEACH
OFFICE USE ONLY
RECEIVED

JUN 16 2017

CITY CLERK OFFICE

(5) Report Identifiers

Cover Period: From 2 / 11 / 17 To 2 / 24 / 17 Report Type: GO

☐ Original

☒ Amendment

☐ Special Election Report

(6) Contributions This Report

Cash & Checks \$ 7,550.00

Loans \$ _____

Total Monetary \$ 7,550.00

In-Kind \$ _____

(7) Expenditures This Report

Monetary Expenditures \$ 817.21

Transfers to Office Account \$ _____

Total Monetary \$ 817.21

(8) Other Distributions

\$ _____

(9) TOTAL Monetary Contributions To Date

\$ 48,419.00

(10) TOTAL Monetary Expenditures To Date

\$ 15,447.11

(11) Certification

It is a first degree misdemeanor for any person to falsify a public record (ss. 839.13, F.S.)

I certify that I have examined this report and it is true, correct, and complete:

(Type name) WILLIAM GANZ

☐ Individual (only for IE or electioneering comm.) ☒ Treasurer ☐ Deputy Treasurer

X [Signature]
Signature

(Type name) WILLIAM GANZ

☒ Candidate ☐ Chairperson (only for PC and PTY)

X [Signature]
Signature

CAMPAIGN TREASURER'S REPORT – ITEMIZED CONTRIBUTIONS

(1) Name WILLIAM GANZ (2) I.D. Number _____

(3) Cover Period 2 / 11 / 2017 through 2 / 24 / 2017 (4) Page 2 of 5

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor Type Occupation	(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
(6) Sequence Number						
2, 15, 17	JILLIANN HOPE LOPAPA	I	SANITATION	CHE		250 ⁻
8	4570 AVALON ST BOCA RATON, FL 33428					
2, 15, 17	PETRA CORP	B	EXPORT	CHE		500 ⁻
9	1440 NW 1ST CT BOCA RATON, FL 33432					
2, 16, 17	ROYAL FIESTA CATERERS	B	CATERING	CHE		500 ⁻
10						
2, 16, 17	TIPPERARY PUB OF	B	FOOD + BEVERAGE	CHE		500 ⁻
11	DEERFIELD BLVD 1540 SE 3RD CT DEERFIELD BEACH, FL					
2, 16, 17	MATT PELLITTERI	I		CHE		100 ⁻
12	849 NE 4th ST DEERFIELD BEACH FL 33441					
2, 16, 17	STEVE SCAGGS	I	RESTAURANTIER	CHE		500 ⁻
13	2061 THATCH PALM DRIVE BOCA RATON, FL 33432					
2, 22, 17	OCEANS 234	B	RESTAURANT	CHE		1000 ⁻
14	234 N OCEAN BLVD DEERFIELD BEACH, FL 33441					

DS-DE 13 (Rev. 11/13)

SEE REVERSE FOR INSTRUCTIONS AND CODE VALUES

3350

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Deerfield Beach Cafe LLC

2 Business name/disregarded entity name, if different from above

The Palm House

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

245 NE 21st ave

6 City, state, and ZIP code

Deerfield Beach, FL 33441

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

9	1	2	-	3	4	5	6	7	8	9
---	---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 12/19/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



7815 N.W. 148 STREET
MAIL CODE:3-INTOPS
MIAMI LAKES, FLORIDA 33016
ATTN: INTERNATIONAL TRADE SERVICES
PHONES: 305-452-0216;212-705-8640;305-569-2029;305-569-2003
FAX:305-569-3545
EMAIL:INTERNATIONALTRADESE@BANKUNITED.COM

DATE: MAY 19, 2023

OUR REFERENCE NUMBER: STB20000631

BENEFICIARY:

CITY OF DEERFIELD BEACH
150 NE 2ND AVENUE
DEERFIELD BEACH, FL 33441

APPLICANT:

DEERFIELD BEACH CAFE LLC
245 NORTH OCEAN BLVD
DEERFIELD BEACH, FL 33441

ORIGINAL AMOUNT: USD 15,000.00

EXPIRATION DATE: NOVEMBER 30, 2023

EXPIRATION PLACE: OUR COUNTERS

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. STB20000631 IN YOUR FAVOR FOR THE ACCOUNT OF DEERFIELD BEACH CAFE LLC UP TO THE AGGREGATE AMOUNT OF USD15,000.00 (FIFTEEN THOUSAND AND 00/100 U.S. DOLLARS) AVAILABLE FOR PAYMENT AT OUR COUNTERS LOCATED AT 7815 NW 148TH STREET, BLDG 3, MIAMI LAKES, FL 33016 BY PRESENTATION OF THE FOLLOWING:

1. DRAFTS DRAWN UNDER THIS LETTER OF CREDIT STATING DRAWN UNDER BANKUNITED, N.A. LETTER OF CREDIT NO. STB20000631 DATED MAY 19, 2023.
2. THE ORIGINAL LETTER OF CREDIT AND THE ORIGINAL OF ANY SUBSEQUENT AMENDMENTS.

PARTIAL DRAWINGS NOT PERMITTED

BANKUNITED'S CHARGES ARE FOR ACCOUNT OF THE APPLICANT, ALL OTHER BANKING CHARGES ARE TO BE PAID BY BENEFICIARY.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

WE HEREBY ENGAGE WITH THE BENEFICIARY THAT DEMAND FOR PAYMENT PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO US ON OR BEFORE THE EXPIRY DATE.

PLEASE ADDRESS ANY INQUIRIES OR CORRESPONDENCE TO INTERNATIONAL TRADE SERVICES DEPT., MAKING SPECIFIC REFERENCE TO LETTER OF CREDIT NO.

Page 1 of 2



STB20000631 AT THE FOLLOWING TELEPHONE NUMBERS:
(305)452-0216 OR (212)705-8640
EMAIL ADDRESS: INTERNATIONALTRADESE@BANKUNITED.COM OR
JROMAN@BANKUNITED.COM OR RCADENA@BANKUNITED.COM

Marislena Alfonso
AUTHORIZED SIGNER

Richard Cadena
AUTHORIZED SIGNER



REQUEST FOR PROPOSAL

PROPOSAL BY **LM RESTAURANTS** TO **THE CITY OF DEERFIELD BEACH**

REQUEST FOR PROPOSALS

ITN #23-02-PC
City of Deerfield Beach Pier Restaurant Lease

Proposer Entity Name: DB Pier LLC
6510 Chapel Hill Road, Raleigh, NC 27606
Telephone: 919-851-0858

Contact Person: Lou Moshakos
954-282-1556
DeerfieldBeachPier@LMRest.com

©2023 LM Restaurants



COVER LETTER



May 22, 2023

City of Deerfield Beach
Purchasing and Contract Administration Division
401 SW 4th Street
Deerfield Beach, FL 33441

Re: ITN #23-02-PC / City of Deerfield Beach Pier Restaurant Lease

Dear City of Deerfield Beach,

Thank you for the opportunity to provide a Proposal pursuant to ITN #23-02-PC for the Pier Restaurant Lease and operation of a restaurant located at 202 NE 21st Avenue in Deerfield Beach, Florida. We are honored and proud to present a vibrant, community-focused concept and new oceanfront pier experience! The business legal entity name will be DB Pier, LLC and organized if Proposer is awarded this bid.

By way of introduction, and as you will see referenced in the Response documents, we are a restaurant development, management, and operations company which already has roots in promoting the success of Deerfield Beach. In addition to other oceanfront restaurants located in Broward County, Florida, LM Restaurants re-imagined, re-designed, renovated, constructed, and currently operates The Cove Waterfront Restaurant and Tiki Bar (formerly Two Georges at the Cove) located at 1754 SE 3rd Court.

We have a deep commitment to provide exceptional levels of hospitality. We have a deep commitment to providing the residents and visitors of Deerfield Beach with positive experiences that will bring them back again and again, which includes the offering of a diverse menu of moderately priced fresh food and beverage items.

We have a full understanding of the Project which is the subject matter of this Invitation to Negotiate. As the current owners and operators of The Cove, we are well apprised of the charm and uniqueness of the area as well as the needs of the community. The owners of LM Restaurants are Lou and Joy Moshakos. They live in Broward County in close proximity of this project, and they are dedicated to create and operate an exemplary beach-front

Family Owned and Locally Operated



pier restaurant and bar experience reflective of the desires of the City and the needs of the community.

As the Proposer, we understand that by submitting the enclosed Response documents, the terms and conditions contained in the proposal become a part of this document and are incorporated by reference, and the Proposer will be bound by its terms, subject to its terms and conditions, if selected as the successful applicant.

The persons who are authorized to make decisions on behalf of the proposer are:

Lou Moshakos, Owner
954-282-1556
DeerfieldBeachPier@LMRest.com

Joy Moshakos, Owner
954-282-1556
DeerfieldBeachPier@LMRest.com

Amber Moshakos, President
954-282-1556
DeerfieldBeachPier@LMRest.com

These persons may, from time to time, assign representatives in writing to assist them during various stages of the process.

Respectfully submitted,



Lou Moshakos

Date: May 22, 2023

Family Owned and Locally Operated





Where friends become family. Family is community.
Community is everything.





TABLE OF CONTENTS

• Cover Letter	2
• Executive Summary	6
• Experience and Qualifications	7
• Operations Plan	22
• Restaurant Menu	35
• LEED Certification / Green Building Maintenance	40
• Concept Statement	43
• Financial Plan, Capital, and Capabilities	56
• References	68
• Restaurateur's Certification	80
• Attachment A - Lease Proposal	87
• Qualification Statement	88
• Required Licenses and Training	93
• Ethics Code Disclosure	94
• Participation from Disadvantaged Business Entities	98
• Vendor Performance References	99
• Attachment D - E Verify	104
• Local Business Tax Receipt	105
• Corporate Annual Report	106
• W-9 Form	107
• Addendum - Case Studies	108



EXECUTIVE SUMMARY

DEERFIELD PIER RESTAURANT

KEY ELEMENTS OF THE PROPOSAL

LM's vision for your project is to bring an additional anchor to the growing attraction of the Deerfield Beach oceanfront.

Building on the popularity and longevity of neighboring businesses, this beach-front restaurant will compliment and enhance the casual dining experience this location has been known for by providing a widely accessible brand for everyone in our community. Offering breakfast, lunch, and dinner, the brand will bring family-friendly, price-conscious food options with the convenience of counter-service style and the hospitality of full-service dining.

Results matter. In this presentation, we will show our long history of success stories, over many decades, of taking a property, revitalizing it, and making it profitable.

QUALIFICATIONS + BEST SELECTION

LM Restaurants is a restaurant development, management, and operations company with over 45 years of experience in the hospitality business across 5 states and 10 brands.

As a people focused company, we are guided by our company mission to Nourish - our people, our community, and our world. It is an awesome responsibility to be an employer of choice for almost 2,000 team members. Providing competitive benefits, stability, a safe and protective working environment, and the ability to make a living wage, our history and longevity of restaurant brands and company growth prove our ability to create and maintain successful brands - not to mention award winning, as you will see in our case studies.

CORPORATE MISSION + VISION STATEMENT

LM's Mission — To Nourish - our people, our community, and our world.

We live out this mission by the mantra *Heart for Hospitality*. It means being people focused - our team members, guests, and communities alike. Being a people first company is the most important thing we do.

LM's Vision — To be a respected industry leader and an admired community partner by being a dynamic and collaborative gold-standard organization.

To be a gold-standard organization means we need to be ahead of the curve, mindful of our impact, and to remain true to our mission of giving back to our communities.

DESCRIPTION OF CONCEPT THEME

In a re-imagined building to take advantage of the beauty and wonder of your location, the restaurant and shared public rooftop space will serve as a destination and amenity, once again, for your beach-goers, residents, tourists, and visitors to the area. Enclosed you will find architectural renderings depicting a guest-focused experience designed to give every table the best view possible - making the Deerfield Beach Pier a unique dining attraction.

We are extremely proud to share with you this vision and would be honored to partner with you to realize your community-focused goals.



EXPERIENCE + QUALIFICATIONS

FOR 45 YEARS, WE'VE BEEN BUILDING AND SERVING HOSPITALITY EVERY DAY.



Our founders, Lou and Joy Moshakos, have always focused on people.

They believe success in the hospitality business is about building strong relationships with guests, neighbors, team members, community organizations, and vendor partners.

As immigrants, Lou from Greece, and Joy from Canada, their proudest achievement in their career is providing steady, reliable employment to a vast number of people. For 45 years, taking care of guests and team members alike has been the unshakable foundation for their success.



This approach to business shaped their first restaurant in 1978, the Seafood Shanty, right here in Deerfield Beach, on the corner of Hillsboro Boulevard and US1. It was here that Lou and Joy realized it would be their life's passion to not only provide guests with exceptional food and a level of hospitality that is warm and personalized, but also for team members to make a living wage. As you might imagine, people loved it. They came back repeatedly, and the staff remained loyal to the family.

This mindset of servant leadership was deeply instilled in their children. Their eldest daughter, Amber, grew up in the family business, and, after earning her Master of Management in Hospitality degree from Cornell University, she continued to work side-by-side with her parents to grow the family business.



Amber now serves as President of LM Restaurants, managing the day-to-day operations and growth, while Lou and Joy remain focused on development opportunities. A winning trio.

For the Moshakos family, the dream of a project begins with a piece of land and the possibility of what it will mean to neighbors and the community.

For this team, hospitality begins with an idea - what does the neighborhood want or need? Envisioning the space and the experience a guest will feel is as important as how the guest views the interior and what the guest will taste.

Today, LM is rooted in North Carolina, yet serves guests in more than 36 establishments and 10 brands across the Southeast. It has been one heck of a journey so far and we are really just getting started.



EXPERIENCE + QUALIFICATIONS

At LM, we are powered by the purpose of leading our business with a *Heart for Hospitality*. It means being people focused - our team members, guests, and communities alike. Being a people-first company is the most important thing we do.

To be a gold-standard organization means we need to be ahead of the curve, mindful of our impact, and to remain true to our mission of giving back to our communities.

LM MISSION

To Nourish -
our people,
our community &
our world.

heart for hospitality



LM VISION

To be a respected
industry leader
and an admired
community partner
by being a dynamic
and collaborative
gold-standard organization.

heart for hospitality



EXPERIENCE + QUALIFICATIONS

Having a Heart for Hospitality means being people focused - our team members, guests, and communities alike. Being a people-first company is the most important thing we do.

LM VALUES

enthusiasm

quality

compassion

creativity

integrity

heart for hospitality





WE COVER GROUND

Our financial story is one of stability, growth, and success.

We have 45 years of construction experience, developing new brands, and operating restaurants while being the right size to partner with local municipalities to fulfill strategic visions of revitalization.

Results matter. Our long history of success stories, over many decades, of developing a property, revitalizing it, and making it profitable is tried and true.

The P&L clearly demonstrates a strong balance sheet and secure cash flow necessary for a smooth and successful development project.

Looking for a partner to do the heavy lifting?

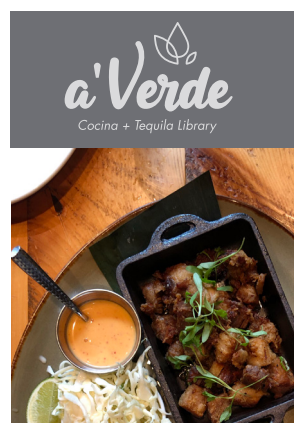
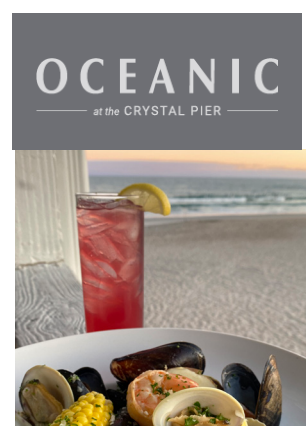
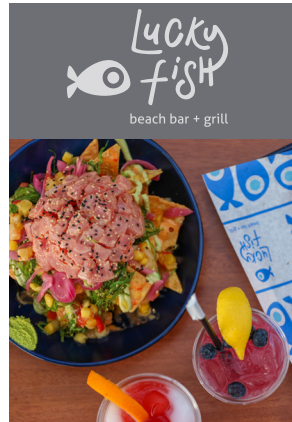
HERE WE ARE.



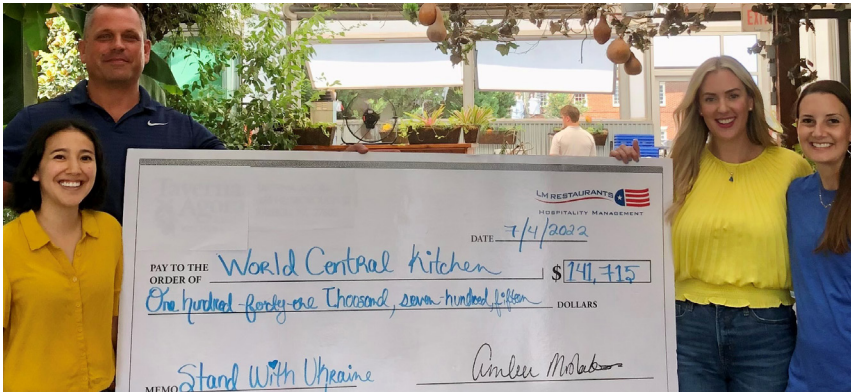
EXPERIENCE + QUALIFICATIONS

With 45 years under our belt, our depth and breadth of our experience ranges from counter service/fast casual to upscale casual.

Our family of brands were **created, designed, developed, built**, and are **all operated** by LM Restaurants. They are market-tested and award-winning, making LM the ideal development partner.



EXPERIENCE + QUALIFICATIONS



GIVING BACK MATTERS

Operating a restaurant is a two-way relationship. We desire to be an integral part of the community, employing and feeding people on a daily basis. Yet the community also takes care of us, choosing to dine in our restaurants, interacting with our team, and contributing to our overall success. This is the same minded approach we take in city developments and economic improvement projects.

Team M strongly believes in giving back to the community which supports our passion. Through regular fundraisers, sponsorship of local charities, donations of food, time and funds to a diverse range of charitable causes, we take immense pride in being a respected community partner. Every restaurant opens with a donation to a local charity from the percentage of first week's sales. We want to immediately make an impact as soon as we open. It's the true measure of a HEART for HOSPITALITY.

TAKE CARE OF THE COMMUNITY AND EVERY GUEST, EVERY TIME.



EXPERIENCE + QUALIFICATIONS

In 45 years of business, over \$11 million has been donated to local and national charities.



NC STATE
College of Education

\$11

45 years

MILLION



EXPERIENCE + QUALIFICATIONS

Lou & Joy Moshakos, Founders & Owners, LM Restaurants

Lou@LMRest.com and JMoshakos@LMRest.com

Professional Experience

- 1978 Seafood Shanty
- 1982 Seafood Shanty II
- 1984 Amber's Seafood & Ebbitide Lounge
- 1988 3rd Franchisee of Miami Subs Grill
- 1991 Acquired Market rights to expand Miami Subs Grill into the NC market
 - Built 10 Miami Subs Grill locations within 4 years.
- 1999 Created & Developed the sports bar brand of Carolina Ale House
 - Built 26 locations across 5 states.
- 2003 Taverna Agora
- 2008 Acquired a NC coastal restaurant group with 5 locations, including:
 - Bluewater Grill, Wrightsville Beach
 - Oceanic at the Crystal Pier, Wrightsville Beach
- 2017 Vidrio in the heart of downtown Raleigh
- 2019 Development and Expansion into South Florida
 - Oceanic at Pompano Beach Pier
 - Lucky Fish, Pompano Beach Pier
 - Paramount Building Oceanfront location, Fort Lauderdale
- 2020 Purchased a signature waterfront restaurant property in Deerfield Beach.
 - Re-branded and Revitalized The Cove, an iconic part of Deerfield's history from 46 years ago
 - Lucky Fish, Dania Beach
 - Beach Sand Bar, Pompano Beach

Awards

- | | |
|--|------------------|
| North Carolina Restaurant & Lodging Association, | |
| Restaurateurs of the Year | 2014 |
| Imprint Awards | 2015, 2016, 2017 |
| Fast 50 | 2015 - 2022 |

Volunteerism

- North Carolina State University
 - NCSU Foundation Board Member – 2014 -2022
 - Advisory Board Member, College of Education – 2011 – 2015
- Girl Scout Council Organizer and Local Troop Leader – 1988 - 1998

EXPERIENCE + QUALIFICATIONS



AMBER MOSHAKOS
MANAGING OWNER/PRESIDENT

OBJECTIVE

To bring hospitality to all aspects of the community, and to elevate the image of the restaurant industry within the general public.

SKILLS & ABILITIES

Creative problem solver
Collaborative
Solutions-oriented

CONTACT

6510 Chapel Hill Road
Raleigh, NC 27607

T 919-851-0858
C 919-618-4911
E amoshakos@lmrest.com

EXPERIENCE

LMR LLC, DBA: LM RESTAURANTS | RALEIGH, NC

President	2018-Current
VP of Corporate Affairs	2003-2018

45+ year family owned and operated hospitality company. A second generation, female led organization, which prides itself on community involvement.

LEADERSHIP & COMMUNITY INVOLVEMENT

TOWN OF WRIGHTSVILLE BEACH, NC

Marketing Advisory Committee	2022- Current
------------------------------	---------------

NC STATE UNIVERSITY

Board of Visitors to Chancellor	2022-Current
Board Member, College of Education	2015- Current

NC RESTAURANT AND LODGING ASSOCIATION

Past Chair, Executive Committee	Current
Co-Chair, Governmental Affairs Committee	2017-2019
Board Member, Education Foundation	2010-2015

FOUNDATION OF HOPE FOR MENTAL ILLNESS RESEARCH

Advisory Committee	2022- Current
Board Member	2015-2022

CAPE FEAR COMMUNITY COLLEGE

HOSPITALITY MANAGEMENT PROGRAM	2010-2018
Founded dinner fundraiser conducted by benefiting students.	

AWARDS

40 UNDER 40

Triangle Business Journal	2018
---------------------------	------

WOMEN IN BUSINESS

Triangle Business Journal	2018
---------------------------	------

EDUCATION

CORNELL UNIVERSITY

Master of Management in Hospitality

NC STATE UNIVERSITY

BS Biological Sciences & Minor, Business Administration

EXPERIENCE + QUALIFICATIONS

DYLAN B. CHASE

Apex, NC 27502

(786) 253-2724 - chasedylan@gmail.com

QUALIFICATIONS PROFILE

Accomplished, seasoned, and goal-focused professional with extensive experience in operations management and business development. Backed with proven success in driving revenue growth. Adept at overseeing various restaurants toward brand advancement. Efficient at developing new businesses and implementing strategies to assure bottom-line results, profitability, and consistent improvement.

CORE COMPETENCIES & TRAINING

- Microsoft Office Suite
- Microstrategy Business Intelligence
- ServSafe Certified
- Program Optimization
- Solution Quota Achievement
- Staff Recruiting
- Profit & Loss Management
- Rapid Conflict Resolution
- ServSafe
- Cyber Security Training
- Emotional Intelligence
- Diversity Training
- Generational Leadership
- Managing an Evolving Workforce
- Safety and Security Training

PROFESSIONAL EXPERIENCE

2021 to Current

Vice President of Operations - Signature Brands LM Restaurants – Raleigh, NC

- Responsible for managing all aspects of unique, chef- driven, award-winning concepts. Holding active role in site selection and design, new concept menu engineering and branding, food and beverage offerings, menu pricing and costs analysis, vendor selection, and all management selections.
- Created and implemented 30-60-90-day retention action plan, which lowered attrition across Company. Took Manager staffing from 60% to 90% par in first year.
- Provide support in managing restructured Private Events team. Experience in implementing new menus, and better Cost-of-Goods (COGs), which resulted in higher revenue and profitability.
- Qualified to put systems in place for increased guest satisfaction, resulting in higher ratings and number of reviews.
- Accomplished building financial toolbox and labor plan that decreased labor percentage, and increased manager financial acumen.

2019 to 2021

Area Director of Operations

The Cheesecake Factory – Apex, NC

- Tasked with spearheading 7 restaurants in 4 states with annual sales revenue of more than \$80M.
- Responsible for overseeing all aspects of employees, profit, and operational excellence; including staff in excess of 1500 people, and management par of 90. Experience in execution of coaching, mentorship, teaching, and discipline, in career roadmap.
- Responsible for training other area directors six months after promotion; 15 newly promoted area directors, along with the last area director from a global partner who was the first area director promotion in their concept.
- Tasked with executing the rewrite of all training guides and systems for the Area Director.

Notable Accomplishments:

- Successfully achieved controllable profit each quarter, while maintaining less low-quality issues and high guest service ratings.
- Established a reputation for being in the top 3 in profit, productivity, and cost of goods sold (COGS) annually as an area director.
- Accomplished working with variety of projects, including full-company leadership presentations, business intelligence dashboards, and area that served as testing ground for all new initiatives.

2019

Chief Operating Officer

Boqueria Restaurants – New York City, NY

- Took full charge of all operations of six restaurants generating revenue of \$50M and one co-managed property with AC Marriott Hotel located in Times Square.
- Supervised direct reports involving two area directors, beverage manager, executive chef, corporate chef, facilities director, and recruiting manager.
- Directed various functions in brand structure and scaling, such as implementation and redesign of new CORE systems, policy and procedure executions, new menu roll-out process, follow-up, and area director routines and purpose-driven visits.
- Managed all facets of business operations, including market research, Real Estate planning, market analysis, vendor selection, and cost analysis.
- Held integral position in opening new restaurants, encompassing site selection and restaurant design for optimization.

2001 to 2019

Area Director of Operations

The Cheesecake Factory – Atlantic Highlands, NJ

- Provided training to over 30 managers/kitchen managers as a mentoring manager before promotion to general manager.

- Trained 14 new area directors within five years; initiated training to new area directors approximately six months after earning promotion; and effectively optimized the training processes for the area management.
- Served as general manager in Alpharetta, Georgia with annual sales of \$7M to \$9M while overseeing a management team of 10 and a staff of 175.
- Took part in the conceptualization and planning of initiatives as the general manager at The Grand Lux at Palazzo, Las Vegas, to handle sales generating from \$16M to \$18M annually, along with oversight of a management team of 20 and staff of 450.
- Led the operations as senior general manager in Nashville, Tennessee branch with annual revenue of \$12M to \$13M to supervise a management team of 14 and staff of 225 employees.
- Acted as Area Director of Operations in New Jersey / New York Area in 2013, operating 8 to 10 restaurants; with annual sales of \$90M to \$100M. Led a management team of 100, and a company of 2000.
- Performed presentations to the entire company various times at General Manager conferences.

Notable Accomplishments:

- Demonstrated career success by receiving fast-track promotions from manager, to Senior Manager, to Assistant General Manager, to General Manager, then to Senior General Manager, finally to Area Director of Operations.
- Pursued the promotion of over 25 General Managers, and Executive Kitchen Managers, to control each of their assigned restaurants.
- Steered efforts in obtaining employees, profit, and operational excellence targets with an average of 90% bonus score in six years as a General Manager.
- Gained the highest service scores (Top 1) in the company for 2 consecutive years.
- Received recognition in the company as Top 3 in engagement scores, each year, as an Area Director; and Number 1 in 2018.
- Actively participated in a 12-person task force called "Operation 120", which built a foundation generating \$120K to \$140K in weekly sales of restaurants toward meeting financial obligations.
- Made substantial contributions in obtaining the brand's highest Everclean scores for the company.
- Consistently received top 20% ranking in engagement scores per year as General Manager.
- Effectively managed the 1st Guest Loyalty Program in the history of The Cheesecake Factory.

EDUCATION

Northeastern University - Boston, MA

ERIC J CLARK

Palm Beach, FL 33480
(561) 542-4859 - ericjclark@icloud.com

QUALIFICATIONS PROFILE

Known for the ability to create and articulate corporate visions, maintaining all team member temperature checks for their development progress. Specializing in attracting and retaining talented people, allowing the opportunity for growth. Withholding strong beliefs that without taking a creative risk there can not be innovation. Driving all teams to meet their goals, while demonstrating honesty and respect. Through empowerment and respect of individuals, hard work is dedicated to building unparalleled staff loyalty delivering results while maintaining guest satisfaction.

CORE COMPETENCIES & TRAINING

Franklin Covey	Certified Food Handler & Food Handler
Professional Development Workshops	Trainer Harassment and Discrimination
Cheesecake Factory Cor Training	Certified Member I.C.S.C.
	Member National Restaurant Association

PROFESSIONAL EXPERIENCE

- | | |
|-----------------|--|
| 2019 to Current | Senior Operations Manager, Signature Brands - FL, LM Restaurants – Pompano Beach, FL <ul style="list-style-type: none">• Oversee Operations of The Cove, Lucky Fish Pompano Beach, and Oceanic Pompano Beach.• New Restaurant openings including hiring, training, scheduling, and operational excellence. |
| 2017 to 2019 | Director of Operations, Square One Restaurants – Palm Beach, FL <ul style="list-style-type: none">• Oversee day-to-day production activities in accordance with business objectives. |
| 2012 to 2017 | Vice President of Operations, Rapoport's Restaurant Group – Palm Beach, FL
<u>Guest Services</u> <ul style="list-style-type: none">• Procedures and standards measured in terms of guest impact.• Evaluate restaurants through Secret Shopper Reports and social media reviews.• Unique ability to connect with guests on honest and sincere levels.• Outside-the-box, creative thinking. |

- Proficient in staffing, scheduling, recruiting, interviewing and coaching.
- Experienced in planning and presenting orientation, training curricula and public speaking.
- Proven skills in team building, conflict resolution and time management.
- Strong belief in ongoing training programs to ensure company standards and best practices.

Management Operations

- Revenue growth, controlling labor costs and improving profit margins.
- Declining budgets, purchasing, inventory, menu development and design.
- Marketing, advertising, administrative, special events and catering.
- Certified Food Safety Manger.

2008 to 2012

Chief Operating Officer, Tossed Franchise Corporation – Fort Lauderdale, FL

- Identified, analyzed, cultivated, developed and managed national and international expansion opportunities including development of, and oversight of, business plans and budgets.
- Consulted with franchisees on Real Estate and Lease negotiations
- Oversaw design and construction of restaurants
- Built franchisor systems, processes, and personnel, to aggressively develop and support franchise operations (National and International), where franchising will be growth strategy modeled after U.S. Franchisor.
- Built and lead support teams to help aggressively grow and support master licensees in countries where master licenses are awarded.
- Ensured master licensees are meeting development goals (number of units opened, enrollment, revenue), quality of education delivered consistent with Mathnasium Method, enforce standards, and ensure obligations are fulfilled as outlined in franchise agreements and operations manuals.
- Met/exceeded annual targets (operational and financial) through both network expansion and P&L growth of existing operations.
- Ability to carry franchise sales through process, conducting appropriate due diligence, negotiations, etc.; working with in-house general counsel for master franchise agreements.
- Work with potential franchisees, foreign press, and government entities as needed.

2007 to 2008

Director of Operations, Stir Crazy Restaurants, Inc. – Chicago, IL

- Managed multiunit restaurant operations nationally with revenues in excess of \$38 million annually.
- Ensured quality assurance and adherence to company service standard while providing above store level support for Operating Partners. Conducted business analysis, management objectives planning, Profit & Loss management, and implemented strategies to increase profit. Develop and execute strategies supporting facilities planning and restaurant operation agendas. Managed units through store planning and implementation of turnover and retention, staff strength development, and successful manager placement programs.

||| EXPERIENCE + QUALIFICATIONS

BEST PARTNER FOR YOU

Results matter. Our long history of success stories, over many decades, of developing a property, revitalizing it, and making it profitable is tried and true.

Please review our extensive case studies in the addendum on projects that directly relate to your goals.



OPERATIONS PLAN

TIMELINE FOR RENOVATION + REOPENING

	Month 1	2	3	4	5	6	7	8
Construction								
Pre-Opening								
Open Date								

KEY

- Open to Public
- Closed for Construction

It is anticipated, subject to any acts of force majeure, that completion of the improvements shall be no later than six (6) months following issuance of all necessary permits by the city, county, state and federal government, or any other governing agency with jurisdiction over the improvements.

It is anticipated it will take one (1) month to obtain final permits and occupancy certificates as well as any pre-opening tasks.

OPERATIONS PLAN Staffing Plan

We understand that today's hospitality workers need flexibility and we leverage technology to ensure we are 100% staffed to deliver exceptional guest experiences.

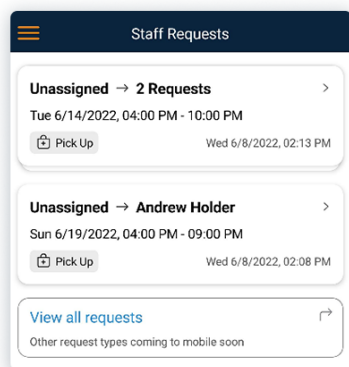
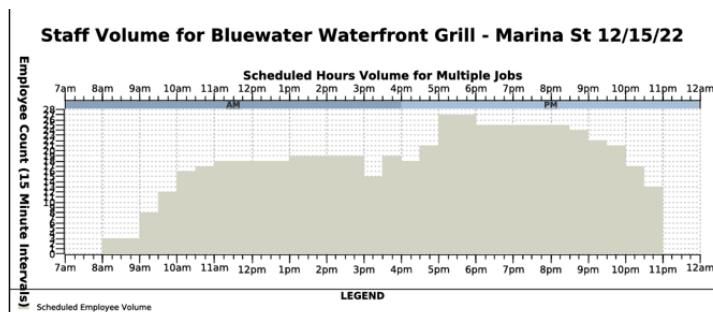


Advanced Scheduling

Our technology solutions use AI generated sales forecasts and team member preferences to create optimal schedules with ease.

Predictive Scheduling

Guest traffic can vary by season, weather, and local preferences. Our algorithms build sophisticated forecasts and ideal schedules and can shift as quickly as needed.



Real-Time Schedule Management

Shift swaps happen. Our technology allows managers to manage labor costs, ensure compliance with labor laws, and make necessary adjustments with ease.

BACK OF HOUSE (BOH) SCHEDULE

We believe great food should be accessible to all guests, whether they are in flip flops or sun dresses. Our Chef's are committed to quality ingredients, local flavors, and creative experiences. Our back of house team members are trained to ensure quality and consistency every time.

[illegible]

OPERATIONS PLAN Staffing Plan

FRONT OF HOUSE (FOH) SCHEDULE

We have a guest-centric philosophy. Hospitality depends on all the details coming together beautifully to cultivate the experience that leaves guests longing to come back. We believe our FOH staff are essential to understanding and responding to guest needs. In addition to on-line and in-person training, our FOH staff regularly study guest feedback to ensure we are always learning and always growing.

[illegible]

Game limited by HotSchedules

Page 1

Support (512) 219-1492; Emergency: (800) 753-3953

COUNTER SCHEDULE

Our style of service is designed to meet guest preferences whether its dine-in or on-the-go. We will offer a walk-up counter beginning at breakfast for guests wishing to enjoy their meals on the beach or to-go. The counter clerks schedule below ensures there we can provide service even when dine-in seats may be full.

Weekly Roster Report

Generated On : Tuesday, May 9, 2023 at 9:25:00 PM EDT

Foodrunner Schedule

Thursday, April 27, 2023 - Wednesday, May 3, 2023

[illegible]

Support (512) 219-1492; Emergency: (866) 753-3953

Page 1

Generated by HotSchedules

OPERATIONS PLAN Staffing Plan

MANAGER SCHEDULE

Customer service excellence depends on a talented team at the top. We have the network, reach, and competitive offerings to attract and retain top talent.

Our management schedule allows for full coverage in the front of house and back of house to ensure we are delivering on our promise every shift, for every guest. We are also dedicated to promoting within, which takes ongoing development of our team members.

Thursday, April 27, 2023 - Wednesday, May 3, 2023

Employee	Thu, 4/27/23	Fri, 4/28/23	Sat, 4/29/23	Sun, 4/30/23	Mon, 5/1/23	Tue, 5/2/23	Wed, 5/3/23
Burton	11:00 AM - 5:00 PM Manager	7:00 AM - 5:00 PM Manager	7:00 AM - 5:00 PM Manager	7:00 AM - 5:00 PM Manager	7:00 AM - 5:00 PM Manager		
Quincy		10:00 AM - 8:00 PM Manager	10:00 AM - 8:00 PM Manager	9:00 AM - 7:00 PM Manager	12:00 PM - 10:00 PM Manager	12:00 PM - 10:00 PM Manager	
Robert	7:00 AM - 5:00 PM Manager				11:00 AM - 9:00 PM Manager	7:00 AM - 5:00 PM Manager	7:00 AM - 5:00 PM Manager
Romero		3:00 PM - 1:00 AM Manager	3:00 PM - 1:00 AM Manager	3:00 PM - 1:00 AM Manager			3:00 PM - 1:00 AM Manager
Shane		11:00 AM - 9:00 PM Manager	11:00 AM - 9:00 PM Manager	11:00 AM - 9:00 PM Manager	3:00 PM - 1:00 AM Manager	3:00 PM - 1:00 AM Manager	
Tracy	12:00 PM - 10:00 PM Manager	1:00 PM - 11:00 PM Manager	1:00 PM - 11:00 PM Manager	11:00 AM - 9:00 PM Manager			12:00 PM - 10:00 PM Manager

SAMPLE ONLY

We conduct background checks on all shift leaders, managers, and above to ensure that we have at least one leader who has a verified background check on every shift, every day.

Background checks include:

- County Criminal Search
- National Criminal Scan
- National Sex Offender Registry
- Non-DOT 5 Panel Drug Test
- Office of Foreign Assets Control Search
- Motor Vehicle Records (MVR)

RECRUITMENT PLAN Team Member First Strategy

Delivering exceptional guest experiences requires talent, training, and operational efficiencies. Our recruitment strategy attracts top talent by offering competitive benefits and industry-leading technology to hire quickly. We train and retain our team members with a clear and impressive career road map for development.

01

AWARENESS

- Social Media Ads on Facebook, Instagram
- Generous Referral Bonuses
- Job Fairs
- Job Ads in Indeed, LinkedIn

02

INTEREST & CONSIDERATION

- Flexible schedules
- Competitive benefits package including 401K and Employee Assistance Program
- Career website careers.lmrest.com

03

APPLICATION & INTERVIEW

- Interview within 24 hours
- Landed AI guided interview scheduling
- Paycom Applicant Tracking System
- EVerfiy integration in ATS system
- Background checks for management staff

04

HIRE

- Certified Training Program
- TalentLink Learning Management System
- Career path from entry level to Vice President

100 NEW JOBS CREATED

OPERATIONS PLAN Hiring Processes



JOB APPLICANT SITES

Job search sites for recruiting hourly and management candidates.

LANDED AI GUIDED INTERVIEW SCHEDULING

Integrated with InDeed, Landed helps applicants directly schedule interviews with management team. Reduces ghosting by maintaining an active conversation throughout the process.



E-VERIFY

E-Verify is a fully-integrated process in our HRIS system making it seamless in our hiring process.

PAYCOM

Our Human Resource Information System (HRIS), Applicant Tracking System, and System of Record for time and attendance.



BARTENDER JOB RESPONSIBILITIES

- Meets standards and ensures proper drink recipes are adhered to
- Ensures established guidelines for ticket presentation are met with each round ordered
- Ensures all guest beverages and server tickets are prepared in a timely manner
- Maintains bar top in an organized and clean state
- Maintains bar in a thoroughly clean and stocked state at the completion of each shift
- Certified in all applicable state and federal laws and regulations
- Knowledgeable of mixology for traditional and creative cocktails
- Displays impeccable customer service and social perceptiveness
- Evaluates customer satisfaction and responsiveness
- Enforces company policies regarding the consumption of alcohol
- Accountability in maintaining inventory and processing payments

FOOD RUNNER / BUSSER

- Model Carolina Hospitality
- Maintain a positive, energetic, and fun attitude toward guests and team members
- Model company values of compassion, integrity, enthusiasm, quality, and creative thinking
- Maintain a clean, safe, and organized work area
- Learn and possess a proficient knowledge of our food menu
- Uphold all policies and laws
- Must be flexible and adaptable to change

SERVER

- Model Carolina Hospitality
- Maintain a positive, energetic, fun attitude toward guests and team members
- Model company values of compassion, integrity, enthusiasm, quality, and creative thinking
- Exhibit teamwork and maintain a positive working relationship with other employees
- Learn and possess a proficient knowledge of our food and drink menu
- Accurately take guest orders and inputs into POS in a timely manner, serve, pre bus, and bus tables
- Uphold all policies and laws including safe alcohol service
- Must be flexible and adaptable to change

CULINARY

- Model Carolina Hospitality
- Maintain a positive, energetic, fun attitude toward guests and team members
- Model company values of compassion, integrity, enthusiasm, quality, and creative thinking
- Exhibit teamwork and maintain a positive working relationship with other employees
- Learn and possess a proficient knowledge of our food and drink menu and health codes
- Accurately prepare guest orders in a timely manner

GM

- Responsible for the safety, training, administration, sales, and profitability of the restaurant
- Lead the selection, coaching, and recognition and development of a highly effective management team
- Lead the management team to achieve high performance of all FOH and BOH functions, including managing staffing levels, scheduling, performance corrections and performance evaluations
- Ensure team is result and solution driven, works together, and demonstrates Carolina Hospitality
- Communicate regularly and effectively with Home Office, supervisors, management staff, team, guests
- As an ambassador of our brand, create and nurture relationships within the community
- Adhere to all laws, policies, and company standards
- Lead and manage cost of sales and controllable expenses
- Ensures a safe working environment to reduce the risk of injury and accidents through continual repair and maintenance of restaurant
- Oversees implementation of local store marketing and national marketing promotions to increase sales
- Be a good steward; act with ownership mentality

OPERATIONS PLAN Training Processes

TRAINING

We understand the role that training plays in cultivating a positive work culture and guest experience. We invest in training at all levels for team member development, safety & compliance, productivity, quality assurance, skill building, and succession planning. We believe training begins at hire and continues throughout a team member's career with us. A few of our top-training programs are below.

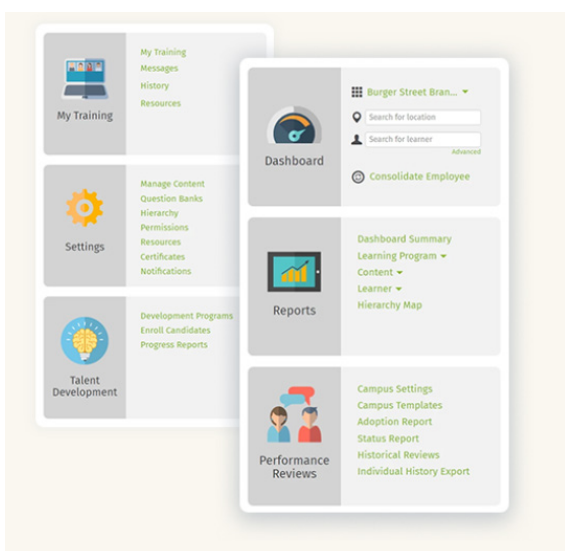


MANAGER TRAINING PROGRAM

Ensures every level of management is certified to manage in accordance with our mission, vision, and values and to reach our internal goals regarding Health and Safety, Guest Satisfaction, Top Line Sales, and Profitability. It includes 5 weeks of dedicated training in our training locations.

MANAGER FOOD SAFETY PROGRAM

Ensures every manager is certified to supervise and control the storage, preparation, or serving of food, and to do so in accordance with acceptable sanitary practices as described in the Food Hygiene Rules: Chapter 64E-11 in the Florida Administrative Code.



LEARNING MANAGEMENT SYSTEM - TALENTLINK

Engages learners and validates knowledge to drive operational effectiveness and compliance. Built for the restaurant employee, the mobile-friendly solution provides over 100+ restaurant courses – and growing!



CERTIFIED TRAINER PROGRAM

Each location has 5 or more trainers who have completed our certification program in addition to position mastery. Certified trainers understand the basics of adult learning theory and our 4 step training methodology.

TEAM MEMBER SAFETY PROGRAM

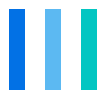
Ensures every team member and manager has knowledge of and behaves in compliance with OSHA standards. Includes:

- OSHA Safety Data Sheet
- OSHA Fire Safety
- OSHA Slips, Trips and Falls
- OSHA Lifting and Carrying
- OSHA Cuts and Burns



FOOD SAFETY & ALCOHOL AWARENESS TRAINING

Ensures national, state, and company food safety and safe alcohol service standards are consistently met. Includes menu compliance, basic training, food safety awareness, food allergy awareness, and safe alcohol service.



OPERATIONS PLAN

Hours + Days of Operation

DAYS OF OPERATION

Monday - Sunday, 7 days a week
Closed December 25

PROPOSED HOURS OF OPERATION

7:00 am - 10:00 pm

Observation Deck will be open to the public during daylight hours. Our team will work closely with City Officials and event coordinators for every special event and holiday, including loading of fireworks and Pioneer Days.

FORCE MAJEURE

During unexpected events out of our control, our policy is to reopen as soon as the event allows us to do so, keeping in mind the safety and wellbeing of our team and community.

PUBLIC USE PLAN FOR OBSERVATION DECK

Observation Deck will be open to the public during daylight hours.

We will balance the customary restaurant use with the flexibility and access for public use.

We acknowledge the use of the space is a public asset and will work with the City for it to remain so.

For special events, our team will work closely with City Officials and event coordinators to ensure proper access and ease of execution.

Events to include, but not limited to:

- Festival of the Arts, January
- Pioneer Days, February
- 4th of July
- Ocean Way Holiday, December
- Other dates requested by City

We look forward to open discussions and further planning.

RESTAURANT MENU Menu Strategy

Our proposed concept will be a place where everyone can relax and enjoy one of the world's most magnificent beaches and Florida charm. We designed our menu to be approachable and affordable, yet exciting, inviting, and craveable.

LOCATION AND CLIENTELE

With one of the most amazing views of Florida's shoreline, our proposed concept will feature casual American menu options including local seafood. Whether you are interested in a classic American Breakfast or the local fish sandwich of the day, our menu will have options to suit your everyday needs. Our specials menu will feature seasonal Chef creations reflecting current trends and local ingredients.

When developing a menu, our goal is to appeal to locals and vacationers alike with simple, high quality, affordable ingredients presented in casual, comfortable, and delicious presentations. It is important to us that the restaurant appeals strongly to locals, as well as visitors, and preserves the nostalgia of memories on the Deerfield Pier. A collection of both familiar and forward-trending menu items, cocktails and beverages are designed to appeal to our regulars and celebration visitors.



PRICING STRATEGY

Setting prices at an everyday value keeps our restaurants top of mind for frequent occasions rather than only for special occasions. We use a combination of three pricing strategies for our menus:

Cost-based pricing – calculated food cost and contribution margin including forecasted commodity prices.

Competitive pricing – market analysis to determine guest's willingness to pay.

Demand-based pricing – special features and pricing at happy hour or holiday specials.

We use a combination of all three strategies to determine the appropriate price for an item. Ultimately, our process analyzes our cost structure and the guest's willingness to pay to consistently manage our profitability.

RESTAURANT MENU Menu Strategy

We have a guest-first menu and pricing philosophy. Our goal is to provide value to our guests to build loyalty and frequency. We leverage several technology solutions to provide detailed insights into our sales, cost, and inventory data to allow us to quickly address any issues or take advantage of new opportunities.

CULINARY INNOVATION

While location is the foundation for success, your food and atmosphere cannot miss. Flavors and hospitality will make guests loyal fans, yet a craveable menu will create raving fans. Our family of restaurants all share in a mission to serve outstanding food of high quality every time to every guest. This restaurant will draw on approachable American fare with an eye of affordability.

MENU CADENCE

We evaluate our menus at least every 90 days and examine food costs, commodity forecasts, product mix data, and guest feedback. We look at our sales mix regularly to identify the items that are performing well or under performing. Our back-office application provides in-depth reporting that allow us to understand food costs as commodity prices change, sales performance by item, supply chain challenges, and forecasts. Our analysis categorizes our items into 4 options based on popularity and profitability:

CATEGORY	PROFITABILITY	POPULARITY	STRATEGY
Stars	High	High	Featured Item
Puzzle	Low	Low	Recipe or Price Analysis
Cash Cow	Low	High	Price Analysis
Dogs	Low	Low	Rework or Remove

In addition to public reviews and in-house comment cards, our Point of Sale system allows a guest to leave quick and effortless feedback during the checkout process. This guest feedback is vital to understanding what items are performing well or needs attention from the guest's point of view. Guest feedback is also vital to ensuring we are always evolving our menu to meet local preferences.



BREAKFAST

FAVORITES

All American Breakfast

2 eggs any style, choice of bacon or sausage, breakfast potatoes/toast, or fruit

Pier Pancakes

3 Buttermilk pancakes served with maple syrup and chantilly cream

Choice of: Blueberry, Banana Walnut, or Chocolate chip

Three Egg Omelets

Served with tomato, cheddar, jack, and breakfast potatoes/toast, or fruit

Acme Lox and Bagel Platter

Nova lox, cream cheese, sliced tomato, onion, capers, toasted bagel

Avocado Toast

Served with Breakfast Potatoes, Roasted Tomatoes, Pickled Onions, Baby Arugula, and over easy egg

Brunch Burger

Fried egg, smoked bacon, sharp cheddar, arugula, tomato, served with breakfast potatoes/toast, or fruit

Breakfast Tacos

Chorizo, scrambled eggs, pico de gallo, cumin-crema, flour tortillas, home fries

Breakfast Burrito

Omelet-style eggs, bacon, pico de gallo, jalapeño, Cheddar jack, warm tortilla wrap. Served with breakfast potatoes/toast, or fruit

Hangover Hash

Fried egg, seasoned shaved beef, onion and pepper, 3 cheese sauce over hash

BLTA

Bacon, lettuce, tomato, avocado, two fried eggs, challah, Lucky's hash

Breakfast Sides

- ▶ Home Fries
- ▶ Fresh Fruit
- ▶ Applewood Smoked Bacon
- ▶ Loaded Cheesy Carolina Grits
- ▶ Stone Ground Grits

BREAKFAST COCKTAILS

Sunrise Mimosa

Champagne, orange juice, mint

Beermosa

Blue Moon Beer, vodka, orange juice

Bellini

Prosecco, peach nectar, cherry

Old Bay Bloody Mary

Vodka, tomato juice, horseradish, celery, olive, Old Bay rim

Coastal Bloody Mary

Vodka, our Bloody Mary mix, poached shrimp, cherry tomato, olive, celery, lemon salt rim

*This item is served raw or undercooked, or may be cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. **A suggested gratuity of 20% is added for your convenience for large parties of 10 or more. Due to mechanical pitting, an occasional olive pit or fragment may remain. We cannot guarantee that cross-contact with other foods will not occur during preparation. When placing your order, please inform your server of any food allergies.

5.10.23

RESTAURANT MENU Proposed Menu



STARTERS

Spinach Dip

Creamy spinach, pico de gallo, tortilla chips

Florida Smoked Fish Dip

Wahoo, pickled onions, jalapeños, crisp corn tortillas & club crackers

Wings

Choice of Buffalo, Teriyaki, Garlic Parmesan, or Bbq

Sliders

Choice of beef or fried chicken, onion, lettuce, tomato

Peel & Eat Shrimp

5 jumbo shrimp served with homemade cocktail

Coconut Shrimp

Pineapple rum marmalade, mango pineapple salsa

Firecracker Shrimp

Fried shrimp tossed in firecracker sauce

Tuna Carpaccio

Sticky Rice, Lettuce, Carrots, Beets, Ginger Soy Dressing

Thai Tuna

Sesame tuna, kale, cabbage, Soba noodles, snow peas, bell peppers, Thai peanut dressing

Mussels

Steamed with white wine, tomatoes, garlic butter, grilled bread

Fried Calamari

Tossed in Garlic Parmesan Butter and Cherry Peppers

Korean Fried Cauliflower

Crispy Cauliflower tossed with sweet and spicy sauce, toasted sesame seeds and green onion

Housemade Fresh Guacamole

With pico de gallo and tortilla chips

Crispy Zucchini

Lemon aioli and paprika

SALADS

Fork and Knife Ceaser

Parmesan Crisp, Creamy Caesar Dressing, Calamari Croutons

Chopped Cobb

Bacon, roasted corn, heirloom tomato, avocado, blue cheese, romaine, lil gem, red wine Dijon vinaigrette

Pier Wedge Salad

Iceberg lettuce, tomatoes, Applewood bacon, blue cheese crumbles, ranch dressing

Greek Salad

Tomato wedges, Kalamata olives, red onions, green bell peppers, feta cheese, Greek vinaigrette dressing

Harvest Salad

Apples, Grapes, Almonds, chilled greens, quinoa, and feta cheese. Tossed in balsamic dressing

ADD TO ANY SALAD:

Chicken
Salmon
Shrimp
Steak

Housemade Dressings: Buttermilk Ranch, Honey Mustard, Caesar, Louie, Balsamic Vinaigrette, Red Wine Vinaigrette, Champagne Mint Vinaigrette

DESSERTS

Key Lime Merengue Pie

Tart and sweet topped with whipped cream

Warm Blondie Sundae

Warm blondie brownie topped with vanilla ice cream, hot chocolate, whipped cream

Homemade Apple Berry Cobbler

Tart apples with sweet seasonal berries topped with crumble and whipped cream

3 Scoops and Sauce

Local ice cream, hot chocolate sauce

Strawberry Shortcake

Fresh strawberries, whipped cream, mint

HANDHELDS

Hooked Up Tacos

Grilled, blackened, or fried. Grilled soft corn tortilla, mango pineapple salsa, lettuce, avocado crema, sriracha aioli, pico de gallo & chips

Choice of: **Chicken**
Shrimp
Fish

Beach Cheesesteak

Grilled onions, peppers, mushrooms, 3 cheese sauce

Fish Sandwich

Grilled, blackened, or fried mahi mahi, mango pineapple salsa, garlic remoulade, and pickles

Lobster Roll

Served on a Hawaiian bun, traditional style

Following available with ½ lb beef patty, grilled/friend chicken, or Beyond burger on a buttery bun.

Adds: Bacon, Avocado, Egg

Classic Burger

Your choice of meat and cheese

Pier Burger

American cheese, lettuce, tomato, pickles, special sauce

Mushroom Burger

Sautéed mushroom, onions, melted swiss and fontina cheese, mayo

ENTRÉES

Mahi-Mahi

Grilled and served with rice, Caribbean salsa, seasonal vegetables

Sixty South Salmon

Served over lemon beurre blanc, fresh vegetables, and rice

New England Clam Bake

Clams, Mussels, Lobster and Shrimp Served with Chorizo, Potatoes, Corn and Carrots. Stewed in its own White Wine Lemon Broth.

Steak Frites

12 oz strip served with crispy fries, garlic aioli, and side salad

Ribeye

12 oz butter-basted ribeye served with fresh vegetables

Seafood Linguine

Shrimp, calamari, mussels, tomatoes, white wine, garlic, herbs, linguini

Spicy Rigatoni Vodka

Rigatoni pasta, Italian cherry tomatoes, fresh basil and pancetta. Tossed in spicy vodka sauce

Chicken Piccata

Sautéed chicken breast with lemon sauce, mushrooms, and capers. Served with fresh pasta.

Simply Grilled

Choice of chicken or fish sautéed in olive oil with fresh vegetable and rice

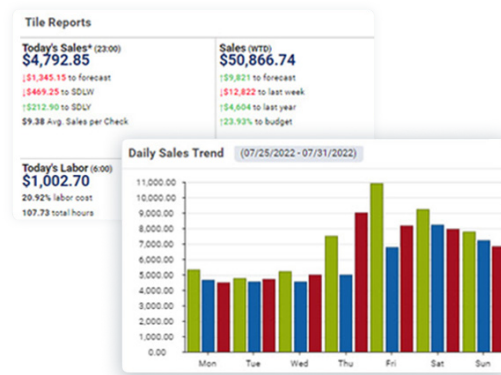
*This item is served raw or undercooked, or may be cooked to order. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. **A suggested gratuity of 20% is added for your convenience for large parties of 10 or more. Due to mechanical pitting, an occasional olive pit or fragment may remain. We cannot guarantee that cross-contact with other foods will not occur during preparation. When placing your order, please inform your server of any food allergies.

RESTAURANT MENU Pricing

PROFITABILITY

The last few years have introduced unprecedented supply chain challenges for restaurants. Fortunately, LM uses sophisticated technology to actively manage the complexities of food costs and inventory and to optimize our supply chain.

We use smart forecasting to plan our food prep processes and reduce waste. Our automated billing automatically updates our food costs as commodity prices change so that we can adjust quickly and mitigate impacts.



Ingredients:

Name	Quantity/Unit(s)
Smoked Fish Dip Prep - LUC	5 Oz FI
Pickled Red Onion Prep - LUC	2 Oz FI
Peppers, Jalapeno Sliced	2 Oz FI
Lemons	0.17 EA
Lettuce, Romaine Hearts	2 Leaf
Tortilla, Chip Raw	3 Oz Wt
Seasoning, Florida Bay	0.1 Oz Wt
Cracker, Original Club	8 EA

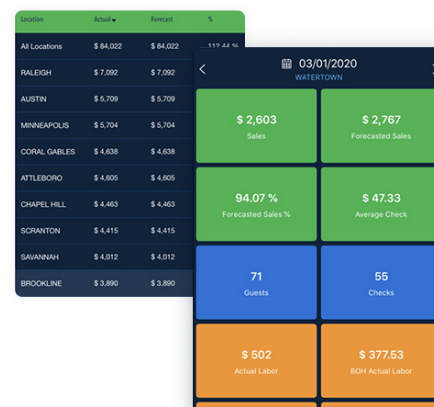
Preparation Notes:

- Place 5 oz scoop of fish dip in middle of plate on leaf of romaine.
- Top with pickled onions, jalapenos, and old bay.
- Place corn tortillas, club crackers and lemon around

Plating Instructions:

All of our recipes are stored and costed out in our system including all plating instructions to manage quality and ensure consistency. We inventory weekly and measure actual versus theoretical food costs to constantly drive our costs down.

Timeliness is critical in our business. We have mobile access to key metrics for all our locations to constantly manage our business and adjust quickly.





Next Earth Design
10 SE 15th Avenue
Pompano Beach, FL 33060
772-341-5617
robert@nextearthdesign.com

May 18, 2023

LM Restaurants
6510 Chapel Hill Rd.
Raleigh, NC 27607

Re: LEED research – Pier Building in Deerfield Beach

To whom it may concern:

This is a review of the proposed new construction on the Deerfield Beach Pier LEED Project.

My name is Robert Cannellos and I have extensive background with certifying and building over 30 LEED projects in South Florida, and I am the past president of the USGBC South Florida Chapter, so my experience with the USGBC and LEED certification is extensive.

I am providing you with this review of my research of the Deerfield pier LEED Gold project, as well as my position with the LM Restaurants team to maintain the standards during the renovation and construction process to maintain the standards achieved with the LEED Gold Deerfield Beach Pier building.

This summary will directly address your requirements on the document “City of Deerfield Beach City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC”, specifically items:

f. LEED Certification / Green Building Maintenance

i. The Pier Restaurant Building and Site incorporates environmentally friendly and sustainable measures and was USBGC LEED Certified in 2012.

ii. As primary full-time occupants of the space, the tenants’ responsibilities for assisting with maintaining the LEED Certification status are as follows:

- *Recycling The Restaurateur shall collect and dispose of recycled materials in accordance with the requirements of the City of Deerfield Beach Department of Sustainable Management.*

LEED CERTIFICATION



- *Trash Disposal - the Tenant will be required to use a trash compaction/reduction system in lieu of roll off solid waste dumpsters. The Pier is currently equipped with a SOMAT Solid Waste Disposal System located in the service hall, which will be included in the lease. Tenant will have exclusive use of the SOMAT.*
- *Tenant will refrain from using or distributing non-recyclable servicing dishes materials such as polystyrene foam cups and plates.*
- *Tenant will refrain from using or distributing plastic straws.*
- *The City encourages Tenant employees to use alternative means of transportation, such as walking or bicycles, to get to and from work. An indoor, on-site employee shower with lockers is available, free of charge.*
- *The Tenant may not remove or tamper with water flow restrictors placed on restroom and kitchen faucets.*
- *This is a non-smoking building. Tenant, restaurant patrons and restaurant employees may not smoke within 25 feet of any building entrance or opening.*
- *Tenant must not use any Adhesives, Solvents, Paints, Sealants, or similar supplies without first submitting LEED advisor for review and approval prior to use.*
- *Tenants' maintenance staff shall use green non-toxic products and techniques for restaurant and restroom cleaning.*
- *Tenants' maintenance staff shall use green, non-toxic products and techniques for pest control.*

I have reviewed the score sheet on the original 2015 Certification of the City of Deerfield beach Fishing Pier, and per the above-mentioned guidelines, we will follow the LEED NC protocol on the following credits:

SSp1 Construction activity pollution prevention
 WEp1 Water use reduction
 EAp3 Fundamental refrigerant Management
 EAc1 Optimize energy performance
 MRp1 Storage and collection of recyclables
 MRc2 Construction waste Management
 MRc4 Recycled content
 MRc5 Regional materials
 EQp1 Minimum IAQ performance
 EQp2 Environmental Tobacco Smoke (ETS) control
 EQc1 Outdoor air delivery monitoring
 EQc2 Increased ventilation
 EQc3.1 Construction IAQ Mgmt plan - during construction
 EQc4.1 Low-emitting materials - adhesives and sealants
 EQc4.2 Low-emitting materials - paints and coatings
 EQc4.4 Low-emitting materials - composite wood and agrifiber products
 EQc5 Indoor chemical and pollutant source control
 EQc6.1 Controllability of systems – lighting
 EQc6.2 Controllability of systems - thermal comfort
 IDc1 – Green Cleaning
 IDc2 – Green pest Control

LEED CERTIFICATION



In my review of the proposed renovation drawings for the Deerfield Pier rooftop bar and restaurant, the proposed renovation drawings have the potential to maintain and qualify all the LEED credits listed above, and the tenant will comply with the City of Deerfield Beach requirements for construction and maintenance of the project.

Should you have questions, comments or require additional information, please do not hesitate to contact me at (772) 341-5617, or e-mail to robert@nextearthdesign.com. I look forward to working with you to achieve your sustainability goals in Deerfield Beach.

Respectfully,

Robert Cannellos, LEED AP
President, Next Earth Design



LEED CERTIFICATION

The proposer currently engages and will continue to engage in Green Building environmental philosophies in their maintenance and will continue to do so in this location.



CONCEPT STATEMENT

DEERFIELD BEACH PIER RESTAURANT

Team M's vision for your project is to bring an additional anchor to the growing attraction of the Deerfield Beach oceanfront.

In a re-imagined building and taking advantage of the beauty and wonder of your location, the restaurant and shared public rooftop space will serve as a destination and amenity, once again, for your beach-goers, residents, tourists, and guests to the area.

This restaurant will be a widely accessible brand for everyone in our community. Offering breakfast, lunch, and dinner, the brand will bring friendly, price-conscious food options with the convenience of counter-service style and the hospitality of full-service dining.

This restaurant concept fits perfectly into your goals of a space to provide broad appeal to beach goers and neighbors as an additional offering to the vibrant Deerfield Beach oceanfront.

The proposed plan is to re-image the location into an efficient and open space for multiple dayparts while harmonizing with the surrounding natural environment and beauty of Deerfield Beach.

We are extremely proud to share with you our vision and would be honored to partner with you to realize your community-focused goals.

CONCEPT STATEMENT

CULINARY THEME

Guests want to relax in a "come-as-you-are" type restaurant. This full-service, beachy-casual, American style restaurant will offer a relevant and engaging brand, with an easy guest experience, and a distinctive style of hospitality.

The menu will reflect this effortless vibe with approachable, easy-to-understand menu items with a focus on quality ingredients. From light handhelds, ample salads, and fresh seafood, to hearty, comfort foods, this menu will have something for everyone. Please see the initial menu proposal on page 37 and 38.



CONCEPT STATEMENT

DECOR

The decor of this restaurant needs to build on the beauty just a few steps from our door. The beachy vibe will feature sun-drenched whites with vibrant turquoise, lush plant life for softness, and natural elements for warmth while grounding the interior with our beautiful surroundings.

The unassuming interior matches the approachability of the menu with familiarity and comfort.



EFFORTLESS

FRIENDLY

BREEZY



CONCEPT STATEMENT

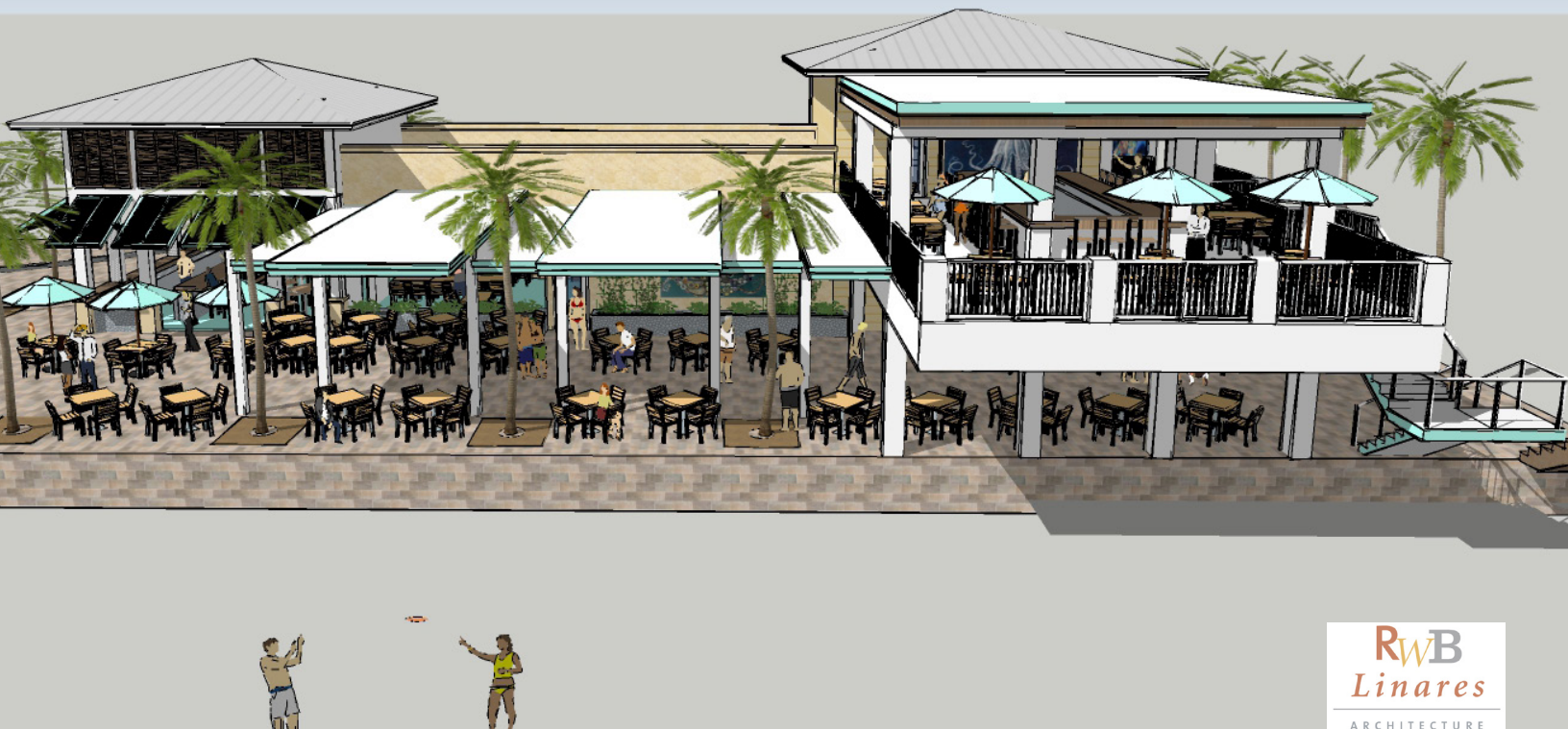
PROPOSED



These proposed renderings are inspiration for future discussions and planning.

CONCEPT STATEMENT

PROPOSED



These proposed renderings are inspiration for future discussions and planning.

CONCEPT STATEMENT

PROPOSED



RWB
Linares
ARCHITECTURE

**These proposed renderings are inspiration for
future discussions and planning.**

CREATE. DESIGN. DEVELOP. BUILD. OPERATE.

CONCEPT STATEMENT



These proposed renderings are inspiration for future discussions and planning.

CONCEPT STATEMENT

TARGET MARKET

This brand is designed to have broad appeal from locals to tourists looking for a bite to eat, either during a visit to the beach or looking to spend some time enjoying the scenic view.

LOCALS	TOURISTS	OBSERVATION DECK VISITORS
		
All to Enjoy	Families, Couples, Friend Groups, Beach Goers	Locals & Tourists
Loves the ocean/beach lifestyle	Looking for affordable, beach-front dining	Looking to enjoy the birds-eye-view of Deerfield's beautiful oceanfront
Seeking a unique and comfortable oceanfront dining experience	Family-Friendly Environment	Space to celebrate local events
Desires consistency in quality food and dining experience	Vacation mode mentality, looking for landmarks to visit	Create memories and positive experiences in Deerfield Beach
Looking for a local's-centric place to be a regular	Looking to dine like a local	Place to gather

MARKETING PLAN

A pre-opening marketing plan would include a social media strategy, local media and influencer sneak peeks, outreach to young professionals and networking groups, and introducing ourselves to neighboring hotel concierge.

In the weeks leading up to opening to the public, private events, called Mock Service Nights, will be held to practice and perfect our recipes and hospitality. During these practice sessions, LM will partner with a local charity to donate a determined percentage of net sales from the first full week of business.

After opening, a strong social media plan will be the foundation of telling our story, along with public relations outreach, and paid media where appropriate.

An in-house, full-time marketing strategist and team will work to drive sales and promotions to support the operations team in local store marketing. This team is supported by in-house graphic designers and web developers making the marketing a



CONCEPT STATEMENT

BUSINESS MODEL

We have over 45 years experience as restaurateurs and understand that the key to success in any market is the connection you have to the community you serve. We approach each concept with a fresh perspective on what we believe will be the highest and best use of the property.

As community partners, we believe our role is to partner with other businesses and competitors in Deerfield to attract more visitors to Deerfield Beach. We all have a shared goal of attracting guests from far and wide to Deerfield Pier and creating a thriving business community that benefits all of us. Our approach includes understanding the needs of our community and drawing on our experience in other markets and business ventures to reach the location's fullest potential.

As an anchor tenant site, we have the unique ability to serve as a gateway to the pier and offer the best view to a beautiful beach. As we develop our concept, we craft the guest experience from the moment of first glance to the memories guests will take with them. We know how every detail - the exterior design, seating, ambient music, cuisine, atmosphere, and service touches – must all come together to take your breath away so that you will leave longing to come back.

We have a winning formula developed over 45 years with several award-winning concepts and know how to build a successful brand. Please refer to our draft budget for further details.

Our business starts and ends with sales! We develop brands that appeal to a broad range of guests and build loyalty through excellent service, approachable menu items, and affordable prices. We anticipate our sales will be comprised of 75% Food and 25% Beverage.

Our team members are our brand ambassadors, and we carefully select and develop talent to deliver exceptional guest experiences. We staff for guest traffic to ensure we can take care of our guests while managing our labor costs.

While our Chefs are dedicated to quality ingredients and simple recipes that draw out natural flavors, we design profitable menu items and leverage technology to conduct sensitivity analysis to anticipate our commodity costs and continuously manage food costs. Margins will vary by item, but recipes are designed for profitability based on the pricing the market will bear.

CONCEPT STATEMENT

PROFITABILITY

While our Chefs are dedicated to quality ingredients and simple recipes that draw out natural flavors, we design profitable menu items and leverage technology to conduct sensitivity analysis to anticipate our commodity costs and continuously manage food costs. Margins will vary by item, but recipes are designed for profitability based on the pricing the market will bear.

Below is a single example of how detailed we build and price our menu items - from commodities to center-of-plate proteins, we account for every penny in a recipe to control costs and ultimately drive profitability.

Recipes > Box Lunch Shrimp Wrap 2023

Recipe Name: Box Lunch Shrimp Wrap 2023

Product #: R25331

PLU #:

POS Decrement: COMPONENT

Ideal Price per Portion: 12.99

Batch Size: 1 EA

Portion Yield: 1 EA

Recipe

Components

Substitutions

Prep Notes

Attachments

Nutrition

Production

Location

Concept

Modeling

Scaling

Alternate UPCs

Audit

Cost Analysis

Ideal Cost %:

Ideal Price per Portion:

12.99

Total Batch Cost:

3.64

Total Batch Margin:

9.35

Cost per Portion:

3.64

Cost %:

27.99

Ideal Cost per Portion based on Price:

0.13

Ideal Price per Portion based on Cost:

363.64

Market

Market: North Carolina

Sequence	Component Name	Quantity	Recipe Unit	Conversion	Inventory Unit	Unit Cost	Total Cost
4	Croutons Prep	6.00	EA	69.16667	Qt	1.7250	0.1496
5	Cheese, Parmesan Grated	0.25	Oz Wt	16	LB	5.2655	0.0823
6	Dressing, Caesar	2.00	Oz Fl	128	Gal	18.9625	0.2963
7	Tomatoes, 5x6	0.25	Cup	1.15	LB	0.8172	0.1777
8	Potato, Chip Assorted Single Serve	1.00	Bag	1	Bag	0.6500	0.6500
9	Dough, Chocolate Chip Cookie 1.45 oz	1.00	EA	1	EA	0.4019	0.4019

FINANCIAL PLAN, CAPITAL, CAPABILITIES

May 22, 2023

City of Deerfield Beach
401 SW 4th St
Deerfield Beach FL 33441

Re: ITN #23-02-PC

Dear City of Deerfield Beach,

Pursuant to Section III(12) of the General Terms and Conditions of the ITN, we (Proposer) are certifying that we provide the products and services required and, furthermore, certify we possess sufficient financial support, equipment, personnel and organization to ensure that Proposer can satisfactorily perform the work if awarded a Contract.

Furthermore, we (Proposer) certify that, including any principal, officer, agent, or proposed subcontractor, we have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and no conflicts of interest with the City Commission, and that we (Proposer), including any principal, officer, agent, or proposed subcontractor of Proposer, shall not be in arrears or in default of any debt or contract involving the City, as a party to a contract, or otherwise and nor have we (Proposer) failed to perform faithfully on any previous contract with the City.

We (Proposer) have read, understood and acknowledge each and every provision in Section IV – Special Terms and Conditions. We (Proposer) hereby certify that we either meet or exceed all of the Mandatory Minimum Qualifications

Please feel free to reach out to me should you have any questions or further concerns.

Thank you for your consideration.

Sincerely,



Lou Moshakos

Family Owned and Locally Operated





FINANCIAL PLAN, CAPITAL, CAPABILITIES

The following documents contain financial and proprietary information, which if released to the public, be detrimental to the proposer.

Pursuant to F.S. Section 119.07 and any other applicable statutes of or public records law, the proposer requests that the financial records of the proposer are not made public at any time.

Financial Documents to follow

CONFIDENTIAL

FINANCIAL STATEMENTS CONFIDENTIAL

"MINIMUM REQUIREMENTS"

ITB #23-02-PC
City of Deerfield Beach Pier Restaurant Lease

Proposer Entity Name: DB Pier LLC
6510 Chapel Hill Road, Raleigh, NC 27606
Telephone: 919-851-0858

Contact Person: Lou Moshakos
954-282-1556
DeerfieldBeachPier@LMRest.com

©2023 LM Restaurants

FINANCIAL PLAN, CAPITAL, CAPABILITIES



6510 Chapel Hill Rd Suite 200 • Raleigh, NC • 27607 • 919.851.0858 • 919.851.0857 fax

May 22, 2023

City of Deerfield Beach
401 SW 4th St
Deerfield Beach FL 33441

Re: ITN #23-02-PC

Dear City of Deerfield Beach,

We are pleased to provide a Proposal for the above-referenced Deerfield Beach Pier Restaurant Lease and operation of a restaurant.

Pursuant to Section 1 Paragraph 2(h)(ii)(5) of the Response Requirements, we are confirming our commitment to obtain the required irrevocable standby letter of credit, as per Section VII, subsection 4 Irrevocable Letter of Credit, in the amount of six (6) month's base rent proposed, and a bank letter indicating that, subject to compliance with all bank policies, the bank is prepared to provide the letter of credit to the Restaurateur; or in the alternative a cash bond in the amount of three months base rent to be held in escrow by the City and released if the Restaurateur is not awarded the Lease by the City Commission or if the City and the Restaurateur do not execute a Lease pursuant to the process set forth herein. If a cash bond is provided to comply with this subsection and the Restaurateur enters into a Lease with the City, we understand the cash bond will be released and replaced by a Letter of Credit as set forth in Section VII, subsection 4.

Thank you for your consideration.

Sincerely,

Lou Moshakos

Family Owned and Locally Operated



FINANCIAL PLAN, CAPITAL, CAPABILITIES

Estimated Project Costs:

Building Expenses

Total estimated building costs expected to be between \$4-4.5m

Soft Costs	\$ 200,000	<i>Includes architecture, engineering, permitting fees</i>
Demolition	\$ 135,000	<i>Includes trash removal, xray, saw cutting</i>
Daily Construction Cleanup	\$ 24,960	
Masonry/Stucco	\$ 200,000	
Rough Carpentry	\$ 100,000	
Aluminum Leuvres	\$ 200,000	
Millwork	\$ 150,000	
Waterproofing	\$ 30,000	
Roofing Repairs	\$ 25,000	
Doors/Frames/Hardware	\$ 25,000	
Insulation	\$ 15,000	
Gutters/Downspouts	\$ 15,000	
Hurricane Shutters	\$ 150,000	
Drywall	\$ 25,000	
Tile	\$ 35,000	
Accoustical Ceiling/FRP	\$ 40,000	
Epoxy Floor- Kitchen & Bars	\$ 50,000	
General Paint	\$ 45,000	
Artist Wall Mural	\$ 30,000	
Awning/Shade Structure	\$ 200,000	
Misc. Construction	\$ 200,000	<i>Includes fencing, tree protection, etc.</i>
Site work/landscaping	\$ 50,000	
PME		
<i>Plumbing</i>	\$ 125,000	
<i>Electrical</i>	\$ 310,000	<i>Includes low voltage and lighting fixtures</i>
<i>Mechanical</i>	\$ 700,000	<i>includes hood system</i>
Total Building Costs	\$ 3,079,960	

Furniture, Fixtures, & Equipment (FFE)	\$ 667,500	<i>includes all equipment and dining furniture</i>
--	------------	--

Preopening Expenses

	\$ 300,000	<i>includes training, initial orders of food & beverages and supplies</i>
--	------------	---

Total Estimated Project Costs	\$ 4,047,460
--------------------------------------	---------------------



FINANCIALS - First Year Operating Budget

Income Statement

Draft P&L Deerfield Pier Café

Data input cell

	\$4m Sales Volume		\$6m Sales Volume		\$8m Sales Volume	
	Annual	%	Annual	%	Annual	%
Gross Food Sales	3,000,000	75.0%	4,500,000	75.0%	6,000,000	75.0%
Gross Bev Sales	1,000,000	25.0%	1,500,000	25.0%	2,000,000	25.0%
Sales Other (Merchandise)	40,000	1.0%	60,000	1.0%	80,000	1.0%
Gross Sales	4,160,000	100.0%	6,240,000	100.0%	8,320,000	100.0%
Discounts	120,000	3.0%	180,000	3.0%	240,000	3.0%
Net Sales	4,000,000	96.2%	6,000,000	96.2%	8,000,000	96.2%
COGS Food	960,000	32.0%	1,395,000	31.0%	1,800,000	30.0%
COGS Bev	190,000	19.0%	270,000	18.0%	340,000	17.0%
Cost of Sales	1,150,000	27.6%	1,665,000	26.7%	2,140,000	25.7%
Mgt Salaries	280,000	7.0%	360,000	6.0%	435,000	5.4%
Wages - Key Hourly	20,000	0.5%	35,000	0.6%	55,000	0.7%
Wages - FOH	411,019	10.3%	620,734	10.3%	620,734	7.8%
Wages - BOH	450,000	11.3%	700,000	11.7%	900,000	11.3%
Wages - Hrly Training	28,000	0.7%	60,000	1.0%	136,000	1.7%
Total Salaries/Wages	1,189,019	29.7%	1,775,734	29.6%	2,146,734	26.8%
Bonuses	60,000	1.5%	90,000	1.5%	160,000	2.0%
Other Payroll	200,000	5.0%	300,000	5.0%	480,000	6.0%
Total Labor	1,449,019	36.2%	2,165,734	36.1%	2,786,734	34.8%
Paper/Supplies	160,000	4.0%	240,000	4.0%	320,000	4.0%
Repairs/Maint	72,000	1.8%	108,000	1.8%	144,000	1.8%
Mgt Training	4,000	0.1%	6,000	0.1%	8,000	0.1%
Marketing	40,000	1.0%	60,000	1.0%	80,000	1.0%
Credit Card Fees	84,000	2.1%	126,000	2.1%	168,000	2.1%
Other OPEX	148,000	3.7%	222,000	3.7%	296,000	3.7%
Occupancy	140,000	3.5%	210,000	3.5%	280,000	3.5%
Operating EBITDAR	752,981	18.1%	1,197,266	19.2%	1,777,266	21.4%
<i>Flow-Thru</i>						
Rent	200,000	5.0%	200,000	3.3%	200,000	2.5%
Operating EBITDA	552,981	13.3%	997,266	16.0%	1,577,266	19.0%
Mgt Fees	200,000	5.0%	300,000	5.0%	400,000	5.0%
Company EBITDA	352,981	8.5%	697,266	11.2%	1,177,266	14.1%

FINANCIALS - Compensation/Rent

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Breakpoint</u>
Yr 1	\$200,000	\$8,000,000
Yr 2	\$204,000	\$8,000,000
Yr 3	\$208,080	\$8,000,000
Yr 4	\$212,242	\$8,000,000
Yr 5	\$216,486	\$5,412,161
Yr 6	\$220,816	\$5,520,404
Yr 7	\$225,232	\$5,630,812
Yr 8	\$229,737	\$5,743,428
Yr 9	\$234,332	\$5,858,297
Yr 10	\$239,019	\$5,975,463
Yr 11	\$243,799	\$6,094,972
Yr 12	\$248,675	\$6,216,872
Yr 13	\$253,648	\$6,341,209
Yr 14	\$258,721	\$6,468,033
Yr 15	\$263,896	\$6,597,394
Yr 16	\$269,174	\$6,729,342
Yr 17	\$274,557	\$6,863,929
Yr 18	\$280,048	\$7,001,207
Yr 19	\$285,649	\$7,141,231
Yr 20	\$291,362	\$7,284,056
Option Periods		
Yr 21-25	\$320,498	\$8,012,461
Yr 26-30	\$352,548	\$8,813,708

Lease term: 20 Years plus two 5 year options

Rent Commencement: Rent shall commence six (6) months after receiving necessary construction permits or when business is opened, whichever comes first, force majeure events excepted

Minimum Rent: Years 1-4 will be the greater of Annual Base Rent or 4% of Annual Gross Sales in excess of \$8,000,000 (unnatural breakpoint calculation) per lease year, to be paid, if owed, and reconciled within 45 days of each fiscal year end.

Years 5-20 will be the greater of Annual Base Rent or 4% of Annual Gross Sales in excess of the natural breakpoint calculation per lease year, to be paid, if owed, within 45 days of each fiscal year end.

FINANCIALS - Compensation/Rent

City of Deerfield Beach
City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Attachment "A"

Lease Proposal

The undersigned hereinafter called the Restaurateur, hereby proposes to provide restaurant operations at the City's international fishing pier as a Tenant in accordance with the terms, conditions and specifications of the ITN, which are hereby referred to and made a part hereof, at the prices listed herein.

The City is seeking both Lease Payment and Revenue Share (Items 1 and 2). The Restaurateur shall complete the Lease Proposal in its entirety. If the Restaurateur is asking for an initial lease term longer than the five (10) years the City has specified, detailed justification shall be provided.

WHERE THERE IS A BLANK IT IS MEANT TO BE FILLED IN BY RESTAURATEUR.

1. LEASE PAYMENT—Monthly payment for leased space

A) Base Rent - Payment shall include all costs associated with the restaurant operations and Restaurateur's lease responsibilities including labor, equipment, supplies, management, travel, etc. The Base Rent shall include the Restaurateur's portion of common area maintenance (CAM).

Base Rent per Month		Months		Annual Lease Payment (Paid Monthly)
\$ 16,666.67	x	12	=	\$ 200,000.00

B). Revenue Share Based on Percentage Sum— When the annual Percentage Sum of Gross Revenue is greater than the annual Base Rent for a lease year, Tenant shall pay the difference between the Base Rent and the Percentage Sum of Gross Revenue within forty-five (45) days of the end of the lease year.

4 % of Gross Revenue

2. INITIAL CAPITAL INVESTMENT – As per details provided in section 3.19.6

\$ 4,047,460.00

3. COST RECOVERY FEE – Provided by Successful Restaurateur within fifteen days of approval by the City Commission

I agree to pay \$7,500.00 to the City as a cost recovery fee to assist with the successful negotiation of a Lease Agreement, \$2,500 of which will be non-refundable, and the remainder may be used by the City as necessary to pay for negotiation and drafting expenses of staff and attorneys. **Payment shall be due within 30 days of Approval of rankings by the City Commission.**

Company Name: LM Restaurants, Inc.

Restaurateur's Name: Ilias Lou Moshakas

Restaurateur's Title: Owner

Restaurateur's Signature: 



FIRST HORIZON BANK
INTERNATIONAL OPERATIONS
165 MADISON AVENUE, 4TH FLOOR
MEMPHIS, TN 38103

L/C: (901) 523-4431
COLL: (901) 523-4414
SWIFT: FTBMUS44

ISSUE DATE: MAY 18, 2023

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S233135

APPLICANT:
LM RESTAURANTS, INC.
6510 CHAPEL HILL RD
RALEIGH, NC 27607

BENEFICIARY:
CITY OF DEERFIELD BEACH,
PURCHASING & CONTRACTING ADMIN DIV.
ATTN: PAUL COLLETTE, SENIOR BUYER
401 SW 4TH STREET, BUILDING A
DEERFIELD BEACH, FL 33441

EXPIRY DATE / PLACE: MAY 21, 2024 AT OUR COUNTERS

CREDIT AMOUNT: USD 15,000.00 (USD FIFTEEN THOUSAND DOLLARS
00/100)

RE: ITN #23-2-PC

WE HEREBY ISSUE OUR STANDBY LETTER OF CREDIT IN FAVOR OF THE
BENEFICIARY WHICH IS AVAILABLE BY PRESENTATION OF BENEFICIARY'S
DRAFTS AT SIGHT DRAWN ON FIRST HORIZON BANK, BEARING THE CLAUSE
"DRAWN UNDER CREDIT NO. S233135 OF FIRST HORIZON BANK
DATED MAY 18, 2023".

WE ENGAGE WITH DRAWERS THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE
WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON
PRESENTATION.

IN THE EVENT OF A DRAW UNDER THIS LETTER OF CREDIT, THE
BENEFICIARY IS REQUIRED TO PRESENT THE ORIGINAL LETTER OF
CREDIT AND ANY ORIGINAL AMENDMENTS WHICH MAY BE ISSUED IN
THE FUTURE, WITH ANY/ALL OTHER DOCUMENTS REQUIRED BY THIS
CREDIT.

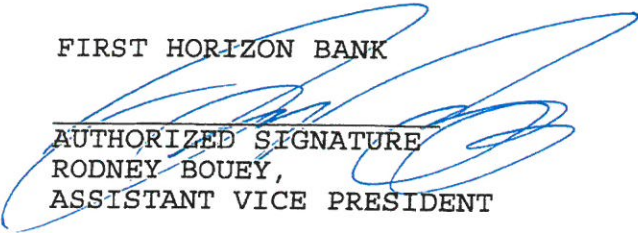
UNLESS OTHERWISE SPECIFIED THIS CREDIT IS SUBJECT TO THE
INTERNATIONAL STANDBY PRACTICES, ISP98, INTERNATIONAL
CHAMBER OF COMMERCE PUBLICATION NO. 590.

PLEASE FORWARD ALL CORRESPONDENCE AND/OR DOCUMENTS TO:

FIRST HORIZON BANK
ATTN.: INTERNATIONAL OPERATIONS
165 MADISON AVENUE, 4TH FLOOR
MEMPHIS, TN 38103



FIRST HORIZON BANK


AUTHORIZED SIGNATURE
RODNEY BOUEY,
ASSISTANT VICE PRESIDENT

REFERENCES



March 15, 2023

To Whom it May Concern,

I am pleased to submit this Letter of Reference relating to LM Restaurants' business leadership in the City of Raleigh.

LM has been a thread in the fabric of the Raleigh business community since 1992, and is a trusted employer, philanthropic and community partner not only in the Raleigh Metro area but in the surrounding counties.

Numerous business districts in Raleigh have a restaurant owned and operated by LM Restaurants. In addition, their partnership to bring viable anchor restaurants to enhance the livability and vitality of our city has been integral in our city's growth in addition development that was an integral part of the reimaging of the Glenwood South and Warehouse districts.

Most recently the partnership between Wake Technical Community College, the Downtown Raleigh Alliance, LM Restaurants, now Lenovo have developed an entrepreneurial incubator for emerging minority and female business owners.

Sincerely,

Mary-Ann Baldwin
Mayor



LAMAR P. FISHER

Mayor

115 S. Andrews Avenue, Suite 437C

Fort Lauderdale, FL 33301

954-357-7004

lfisher@broward.org

April 19, 2023

TO WHOM IT MAY CONCERN:

I am writing this letter of support in my personal capacity as Mayor of Broward County on behalf of LM Restaurants. I have had the distinct pleasure of working with the owners, Lou and Joy Moshakos when they became participants in the rejuvenation of the City of Pompano Beach pier area. As the former mayor of Pompano Beach at the time of the project, the Moshakos' came on board to help the city make the pier into what it is today, a thriving social culinary and entertainment piece of tropical Florida. The "Lucky Fish" and "Oceanic" restaurants are two pillars supporting the area. Not only has LM Restaurants brought two popular eateries to the area they helped transform the social vibe of the community.

I am sure if they can do what the City of Pompano Beach has now, it can be done again. Bringing residents and visitors to support the local economy, all the while providing a respected eatery establishment for everyone to enjoy, will give that coastal vibe we all love to enjoy.

I hope you will join me in their continued success. Thanking you in advance for your consideration of LM Restaurants involvement in your project/development.

If I can be of any further assistance, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Fisher".

Lamar P. Fisher
Broward County Mayor
Commissioner District 4

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine

Broward.org



April 11, 2023

TO WHOM IT MAY CONCERN:

I have worked with Lou Moshakos, President of LM Restaurants during his planning, construction and opening of the Oceanic Restaurant and the Lucky Fish Tiki Bar and Restaurant in Pompano Beach, FL. Lou had issues ranging from simple to complex and always approached resolving with a good attitude and completed his work conscientiously with city staff.

Lou's demeanor was well received by other applicable employees and he got along with everyone he came into contact with here at the City. He was always open and honest with everyone who was involved with his projects.

I have found these traits Lou possesses hard to find and feel he would make an exceptional entrepreneur in your City. I would highly recommend Lou Moshakos.

Sincerely,



Greg Harrison
City Manager



Town of Wrightsville Beach
P.O. Box 626
Wrightsville Beach, North Carolina 28480
Ph: 910-239-1746

April 27, 2023

TO: Whom it May Concern,

SUBJECT: Letter of Reference – Lou Moshakos and Amber Moshakos

It is a distinct pleasure to provide a letter of reference for Lou and Amber Moshakos. As Director of Planning and Inspections in Wrightsville Beach for 27 years I have been professionally acquainted with Mr. Lou Moshakos and Ms. Amber Moshakos for more than 14 years. During that period we have worked directly on two major construction projects. The first project was the Blue Water Grill renovations this structure is located in the flood zone and is in the Area of Environmental concern. In the pre-planning stages of construction for this renovation the owners work with Town Staff to elevate the existing coolers out of the flood area and add an elevator for accessibility for the public.

The second project was the Oceanic Restaurant/Crystal Pier this Structure is located on the oceanfront at Wrightsville Beach and has survived Hurricanes and storms. A major rebuild to the pier was needed in 2012, a professional team of architects and engineers were hire to complete this project. The pier area was completely rebuild for the public to enjoy and improvements for accessibility were made. The restaurant and pier are located in a high hazard area on the oceanfront CAMA permits were required and a Conditional use permit. The Pier has outside Dinning tables for the public to enjoy so to protect the beach from litter the owners decided to install a barrier to catch paper products from blowing in the Ocean. In the end the project was a success for the Town of Wrightsville Bach and the Public.

We were extremely pleased to have the Moshakos Family as a part of the Wrightsville Beach Community. In 2018 after Hurricane Florence many of the Town of Wrightsville Beach Employees had flood losses to their properties and the Mosahkos Family step up with our community to raise funds for these families.

In closing, it is my assessment that Lou and Amber Moshakos will excel and be successful in virtually any community when starting a business. If you have any questions concerning my recommendation on the qualifications of the Moshakos Family, please do not hesitate to call on me.

Sincerely,

Tony Wilson, Director of Planning and Parks
Town of Wrightsville Beach

F. Darryl Mills
Mayor

Ken Dull
Alderman

Zeke Partin
Alderman



Hank Miller
Mayor Pro-Tem

Jeff DeGroote
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

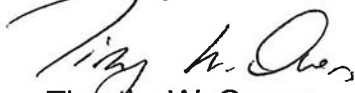
May 15, 2023

City of Deerfield Beach
401 SW 4th St.
Deerfield Beach FL 33441

To Whom It May Concern,

LM Restaurants, Inc operates two waterfront restaurants in Wrightsville Beach, NC. Each restaurant helps elevate the visitor experience to the Town and they are equally enjoyed by locals. I have personally been to many of their restaurants and the service and food are worth the visit. The LM Restaurants, Inc. team are always great to work with and they are involved in the community in many ways. I would definitely recommend that you partner with LM Restaurants, Inc. in the future. If you would like to discuss this further, I can be reached at (910)239-1770.

Sincerely,


Timothy W. Owens
Town Manager



Insurance | Risk Management | Consulting

4819 Emperor Blvd, Suite 200
Durham, NC 27703
919-847-3318

May 17, 2023

To: The City of Deerfield Beach

Re: LM Restaurants
Vendor Survey

LM Restaurants has been our client for 15 years. LM Restaurants is very well managed and responsible. Their superior, experienced staff are professional and ethical. LM Restaurants always complies with lease insurance requirements and documentation.

LM Restaurants has an excellent, positive reputation in the community and their restaurants are very popular. They are extremely philanthropic and proactively help improve the communities they are in.

It is a privilege to have LM Restaurants as a client and they will be an outstanding Lessee for the City of Deerfield Beach.

Sincerely,

Kevin Theobald

Kevin Theobald, CIC
Area Vice President

Encl: Deerfield Beach Vendor Reference Survey

RJPC II, LLC

2709 Thorngrove Court, Suite 1, Fayetteville, NC 28303
(910) 864-1125 | Fax (910) 864-0938
www.c-sprop.com

May 19th, 2023

RE: Tenant Recommendation
Carolina Ale House, 161 Glensford Drive, Fayetteville, NC

Dear The City of Dania Beach,

On behalf of RJPC II, LLC, it has been a pleasant experience working with LM Restaurants at our Glensford Commons Shopping Center. LM Restaurants has been a great operator in one of Fayetteville's nicest shopping centers. We never have to worry about them paying rent or keeping the building in a first-class condition. Even during the pandemic, when they were mandated to close and then serve take-out only, they immediately paid back their deferred rent when they were able to fully open.

Please do not hesitate to contact me at pwilliams@c-sprop.com or (910) 864-1125 should you have any questions.

Sincerely,



Palmer Williams
Vice President



To: City of Deerfield Beach

May 3, 2023

It is our pleasure to provide a letter of reference for LM Restaurants. We have been the Landlord for LM's Carolina Ale House brand in Wilmington, North Carolina since June 9, 2009. During the lease negotiation process, buildout and tenancy, our relationship has been professional, courteous and pleasant. LM has continually met their financial obligations in a timely manner and maintains the building and premises in proper working condition with great attention to detail.

Aside from its financial and lease obligations, the business has been an asset to the Shopping Center and the community.

Please feel free to reach out to me should you need any further information.

Sincerely,

A handwritten signature in black ink that reads "Pam Harrelson".

Pam Harrelson
Sr. Leasing Representative



Kevin Wright
Director of Food Service
4141 ParkLake Avenue, Suite 600
Raleigh, North Carolina 27612

May 3, 2023

To the restaurant community

Pepsi Bottling Ventures and our Pepsi system is honored to be a partner of the LM Restaurant Family. Through our partnership we have worked together to look for every opportunity to collectively grow our brands. LM's approach to financial planning, budgeting and marketing make them a wonderful business partner.

We pride our relationship as being a valued partner in the marketplace and you will find no better partner as an active member in the community. Whether it is supporting education or local community initiatives, LM Restaurants continues to be an advocate and asset to our local communities in which they serve.

LM Restaurants continuously pushes the envelope to improve guest experiences and the lives of their employee's. Through their innovative lens, LM is constantly looking to improve with a goal to become the best. We've grown to enjoy the constant drive to become better with our collaborative approach.

In closing, we cherish our partnership with LM Restaurants and feel as if we are a part of the family. The Pepsi Team looks forward to many more years of continued success with the LM Restaurant Family!

Thank you for the continued support of our incredible beverage portfolio.

A handwritten signature in black ink, appearing to read "Kevin Wright", with a long horizontal line extending from the end.

Kevin Wright
Director of Food Service
919.605.7048
Kevin.Wright@pbvllc.com



April 14, 2023

To Whom It May Concern:

I am so honored to provide this letter of reference for Lou and Joy Moshakos, and daughter, Amber, the owners of LM Restaurants.

They have been vital and active members of North Carolina Restaurant and Lodging Association for 28 years. Furthermore, Amber is a recent past president of our board of directors and is in line to represent our industry at the national level National Restaurant Association.

Lou and Joy's passion and deep commitment to hospitality and the restaurant industry earned them the 2014 Restaurateurs of the Year award. This award honors a restaurant owner or company that is viewed as highly successful in the eyes of his or her fellow operators, employees and the community. Other areas of consideration include the nominee's ability as an operator and his/her community involvement. In addition, nominees should have made contributions to the industry on the basis of his/her own business ethics, and have enhanced the overall image of the food-service industry. In general, nominees should show an interest in protecting and promoting the food-service industry.

The restaurant industry is a vital and integral part of our communities not only as a place of gathering for our neighbors but also as an economic stimulator and employment force. The Moshakos family embodies the values of hospitality, community, and responsible employers who place value in a people first approach to business.

You won't find a stronger partner to further your business goals than the Moshakos Family.

Sincerely,

Lynn D. Minges
President & CEO
(919) 844-3007
lminges@ncrla.org

January 18, 2023

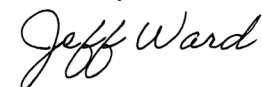
To Whom It May Concern:

Mr. Lou Moshakos has requested that I provide a letter of reference for him and his related companies. My name is Jeff Ward, and I am a Senior Vice President in the Middle Market Banking Group with BB&T now Truist. I have approximately 25 years of experience with the bank and my office is located in Raleigh, North Carolina. I work with some of our largest and most successful clients in the Triangle Region and throughout the central part of North Carolina.

I have had the privilege of working with Lou Moshakos and his related companies for approximately 15 years. He started in the restaurant business over 40 years ago in Florida. His wife, Joy and daughter, Amber are very involved in the company as well, and the entire family has a track record of tremendous success and experience. This experience includes 40 years of operating successful restaurants, successfully operating different restaurant concepts, buying land, substantial construction experience for many of his restaurants, leasing, franchise experience, land leases and more. The business has grown substantially over the years, and now includes very successful restaurants located across the Southeast, primarily in North Carolina and Florida. We currently provide a substantial amount of committed credit to Lou and his related companies. We also have a strong deposit relationship. Over the 17 years we have worked together he has handled all his business affairs in an excellent manner. I could not give a higher recommendation in regard to character and integrity.

The current financial position of Lou Moshakos and his related business entities is very strong with substantial liquidity. The business is currently growing and achieving great success, even in light of the pandemic. Please feel free to contact me directly at 919.368.5552 if you have any questions.

Sincerely,



Jeff Ward
Senior Vice President
Middle Market Banking
Truist



1 Glenwood Ave
Suite 800
Raleigh, NC 27603

Phone (919) 645-2088
Fax (919) 645-6401

March 14, 2023

City of Pompano Beach
Pompano Beach, Florida

Reference: Reference Letter Lou Moshakos

To Whom It May Concern:

Mr. Moshakos has requested a letter of reference for him and his related companies. Mr. Moshakos has been a client of First Horizon Bank for over 15+ years. I have had the pleasure of working with Mr. Moshakos and his companies for over 15+ years. During this period, First Horizon has extended multiple lines of credit/loans in addition to having multiple deposit accounts, all of which have been handled in a satisfactory manner.

Mr. Moshakos and his companies, maintain a loan and deposit relationship in the low to moderate eight figure range. All being managed in a satisfactory manner. During the 15+ year period time, Mr. Moshakos companies have grown, expanded and have been adaptive to an ever-changing business environment. Mr. Moshakos, manages and holds his companies to a high standard of performance and accountability.

First Horizon Bank considers Mr. Moshakos and his related companies to be a valued client of the bank. If you have any questions or need any additional information, please let me know.
Thanks!

Sincerely,

A handwritten signature in blue ink that reads "Todd Warrick".

Todd Warrick
Executive Vice President

RESTAURATEUR CERTIFICATIONS

CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement and certification is submitted to City of Deerfield Beach by:

Ilias Lou Moshakos

(Print Individual's Name & Title)

for

LM Restaurants, Inc.

(Print Name of Proposer Submitting Sworn Statement)

whose business address is 6510 Chapel Hill Rd, Raleigh NC 27607

and its Federal Employer Identification Number is 65-0098854

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids

RESTAURATEUR CERTIFICATIONS

or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT I AM REQUIRED TO INFORM WORKFORCE ALLIANCE, INC. PURSUANT TO FLORIDA STATUTES 287 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Ilias Lou Moshakos

Name & Title Printed of Certifying Proposer Representative

[Signature]

Signature of Certifying Proposer Representative

STATE OF North Carolina

COUNTY OF Wake

Personally appeared before me, Kelly Lynn Hunter
who, after first being sworn by me, affixed his/her signature in the space provided above on this

19th day of May, 2023.

Kelly Lynn Hunter

(NOTARY PUBLIC) My Commission Expires: 4-18-26



RESTAURATEUR CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

The undersigned Bidder/Proposer has not divulged to, discussed, or compared its Bid/Proposal with any other Bidders/Proposers and has not colluded with any other Bidder/Proposer or parties to the Bid/Proposal whatsoever.

Name Of Proposer:

LM Restaurants, Inc.



Printed Name: Ilias Lou Moshakos, Manager

Signature of Proposer/Bidder

Date: May 19, 2023

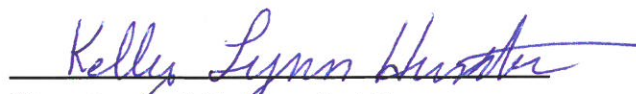
State of North Carolina)

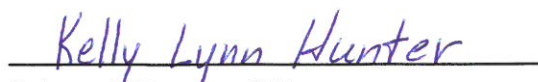
County of Wake)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared on May 19, 2023 as the Manager of PB Pier LLC, an organization authorized to do business in the State of Florida and acknowledged and executed the foregoing statement as the proper official of PB Pier LLC for the use and purposes mentioned in it and as an official act and deed of PB Pier LLC. He is personally known to me.



[stamp]


Signature of Notary Public


Printed Name of Notary:

My Commission Expires: 4-18-26

RESTAURATEUR CERTIFICATIONS



6510 Chapel Hill Rd Suite 200 • Raleigh, NC • 27607 • 919.851.0858 • 919.851.0857 fax

May 22, 2023

City of Deerfield Beach
401 SW 4th St
Deerfield Beach FL 33441

Re: ITN #23-02-PC

Dear City of Deerfield Beach,

This certification confirms that we (Proposer) have read, understand and acknowledge the provisions of Section III – General Terms and Conditions as stated in the above-referenced ITN with reference to sections 1 through 39.

Thank you for your consideration.

Sincerely,

Lou Moshakos

Family Owned and Locally Operated



RESTAURATEUR CERTIFICATIONS

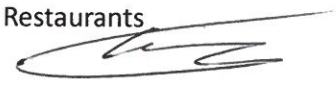
Proposer's Licenses and Certifications

The Proposer will be appropriately licensed to perform the work and provide the products and services required. Proposer will possess at each stage of the project from design to the opening of the restaurant all required licenses and certifications necessary to perform the requested service or provide the requested goods. Since this is a restaurant, the issuance of many licenses or certifications are contingent upon the work to be performed under the resulting contract. The Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.

The Proposer's current evidence of insurance is included in this Proposal. If awarded the bid, Proposer shall obtain its comprehensive property and liability insurance package which will also name . If the successful Proposer, we will not commence the work or otherwise perform the work as required by the resulting Contract, until a certificate of insurance naming the City of Deerfield Beach as additionally insured and evidencing the provision of the required insurance in a form acceptable to the City, and required surety bonds have been received and approved by the City. The Proposer will assume full responsibility and expense to obtain all necessary insurance and surety bonds.

Proposer:

LM Restaurants

By: 

Ilias Lou Moshakos

RESTAURATEUR CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4819 Emperor Blvd Suite 200 Durham NC 27703		CONTACT NAME: Terri Boulay PHONE (A/C, No, Ext): 919-582-4001 E-MAIL ADDRESS: terri_boulay@ajg.com FAX (A/C, No): 919-847-3160															
INSURED LMR LLC 6510 Chapel Hill Rd Suite 200 Attn: Chris Moutos Raleigh NC 27607		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Fireman's Fund Insurance Company</td> <td>21873</td> </tr> <tr> <td>INSURER B : Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER C : Accident Fund Insurance Company of America</td> <td>10166</td> </tr> <tr> <td>INSURER D : American Automobile Insurance Company</td> <td>21849</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Fireman's Fund Insurance Company	21873	INSURER B : Markel American Insurance Company	28932	INSURER C : Accident Fund Insurance Company of America	10166	INSURER D : American Automobile Insurance Company	21849	INSURER E :		INSURER F :	
INSURER	NAIC #																
INSURER A : Fireman's Fund Insurance Company	21873																
INSURER B : Markel American Insurance Company	28932																
INSURER C : Accident Fund Insurance Company of America	10166																
INSURER D : American Automobile Insurance Company	21849																
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 1564153506

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:		USC016490220	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		SCV0101162201	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		MKLM6MM70000525	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCP100026141	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		USC016490220	6/1/2022	6/1/2023	Occurrence Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured Includes: LMR LLC: Paraenia LLC: Kourkula LLC: CAH OPCO: SIGB OPCO: LM Restaurants Inc: Flying Olive Farms LLC:
 MHG Properties LLC: 2300 Walnut, LLC
 Weston Ale House LLC
 Boynton Carolina Ale House,
 Doral Carolina Ale House
 Gables AH LLC
 Raleigh Ale House Inc
 Cary Ale House Inc
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

Proof Of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

RESTAURATEUR CERTIFICATIONS

AGENCY CUSTOMER ID: LMRLLC0-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED LMR LLC 6510 Chapel Hill Rd Suite 200 Attn: Chris Moutos Raleigh NC 27607
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

North Raleigh Ale House Inc
 Durham Ale house Inc
 Brier Creek Ale House Inc
 Wake Forest Ale House Inc
 Knoxville Ale House Inc
 Bluewater Grill, Inc C
 Oceanic Inc
 PB OCE, Inc DBA Oceanic
 Paraview, Inc DBA Morea
 Vidrio, Inc
 Lucky Fish, Inc
 Moshakos Bluewater, LLC
 Moshakos Coastal, LLC
 Moshakos Walnut, LLC
 Moshakos Wake Forest ,
 Moshakos Brier Creek, LLC
 Moshakos Falls, LLC
 Moshakos Durham, LLC
 Moshakos Glenwood, LLC
 MoJack, LLC
 2240 Walnut, LLC
 PB Pier, LLC
 Taverna Agora, LLC
 Hopsco Oleander, LLC
 Hopps Supply Company, LLC
 Qcreek, LLC L
 Pittmaster Enterprises,
 PAX CAH, LLC
 Wilmington Ale House
 Fayetteville Ale House, Inc
 Charlotte Plaza Ale House, LLC
 Greenville NC Ale House, LLC
 Jacksonville NC Ale House, LLC
 Winston-Salem Ale house, LLC
 White Oak Ale House, LLC
 Waverly Ale House, LLC
 Kula Concord Mills NC, LLC
 Pickle Tree, LLC
 Glykovrysi, LLC
 Moshakos Office
 Verde Walnut LLC
 LMR Cove LLC

WC Coverage applies to locations for LMR LLC for all states .

ATTACHMENT A Lease Proposal

City of Deerfield Beach
City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Attachment "A"

Lease Proposal

The undersigned hereinafter called the Restaurateur, hereby proposes to provide restaurant operations at the City's international fishing pier as a Tenant in accordance with the terms, conditions and specifications of the ITN, which are hereby referred to and made a part hereof, at the prices listed herein.

The City is seeking both Lease Payment and Revenue Share (Items 1 and 2). The Restaurateur shall complete the Lease Proposal in its entirety. If the Restaurateur is asking for an initial lease term longer than the five (10) years the City has specified, detailed justification shall be provided.

WHERE THERE IS A BLANK IT IS MEANT TO BE FILLED IN BY RESTAURATEUR.

1. LEASE PAYMENT—Monthly payment for leased space

A) Base Rent - Payment shall include all costs associated with the restaurant operations and Restaurateur's lease responsibilities including labor, equipment, supplies, management, travel, etc. The Base Rent shall include the Restaurateur's portion of common area maintenance (CAM).

Base Rent per Month		Months		Annual Lease Payment (Paid Monthly)
\$ 16,666.67	x	12	=	\$ 200,000.00

B). Revenue Share Based on Percentage Sum— When the annual Percentage Sum of Gross Revenue is greater than the annual Base Rent for a lease year, Tenant shall pay the difference between the Base Rent and the Percentage Sum of Gross Revenue within forty-five (45) days of the end of the lease year.

4 % of Gross Revenue

2. INITIAL CAPITAL INVESTMENT – As per details provided in section 3.19.6

\$ 4,047,460.00

3. COST RECOVERY FEE – Provided by Successful Restaurateur within fifteen days of approval by the City Commission

I agree to pay \$7,500.00 to the City as a cost recovery fee to assist with the successful negotiation of a Lease Agreement, \$2,500 of which will be non-refundable, and the remainder may be used by the City as necessary to pay for negotiation and drafting expenses of staff and attorneys. **Payment shall be due within 30 days of Approval of rankings by the City Commission.**

Company Name: LM Restaurants, Inc.

Restaurateur's Name: Ilias Lou Moshakas

Restaurateur's Title: Owner

Restaurateur's Signature: 

QUALIFICATION STATEMENT

City of Deerfield Beach
City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

ATTACHMENT "D" BACKGROUND CHECK AFFIDAVIT (Page 1 of 3)

^{K4}
STATE OF North Carolina (~~FLORIDA~~) SS.
COUNTY OF (Wake)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the Owner (title) of LM Restaurants, Inc. and I certify that I have the authority to make the representations set forth within this Affidavit.
3. LM Restaurants Inc intends to enter into a contract with the City of Deerfield Beach for City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC
4. The fulfillment of the Background Check as required per the terms and conditions of the Contract have been conducted through:
☐ The Florida Department of Law Enforcement's Computerized Criminal History (CCH) database (Level I)
☒ National Crime Information Center (NCIC) data base (Level II).
5. All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-140 of the City of Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-140 shall perform work on city property. A list of such employees is set forth on page 3 of 3, attached hereto and made a part hereof.
7. I also certify that I shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by City.

QUALIFICATION STATEMENT

City of Deerfield Beach
City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Background Check Affidavit (Page 2 of 3)

Executed this 19th day of May, 2023

By [Signature]
(Signature)

By Ilias Lou Moshakos, Owner
(Name and Title)

The foregoing was acknowledged before me this 19th day of May, 2023
by Ilias Lou Moshakos who is personally known to me or who has produced
_____ as identification and who did take an oath.

WITNESS my hand and official seal, this 19th day of May, 2023
(NOTARY SEAL)



Kelly Lynn Hunter
(Signature of person taking acknowledgment)

Kelly Lynn Hunter
(Name of officer taking acknowledgment)

typed, printed or stamped

Notary Public
(Title or rank)

My commission expires: 4-18-26

(Serial number, if any)

QUALIFICATION STATEMENT

May 22, 2023

City of Deerfield Beach
401 SW 4th St
Deerfield Beach FL 33441

Re: ITN #23-02-PC

Dear City of Deerfield Beach,

Pursuant to Section III(12) of the General Terms and Conditions of the ITN, we (Proposer) are certifying that we provide the products and services required and furthermore certify we possess sufficient financial support, equipment, personnel and organization to ensure that it can satisfactorily perform the work if awarded a Contract.

Furthermore, we (Proposer) certifies that, including any principal, officer, agent, or proposed subcontractor, we have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest with the City Commission, and that we (Proposer), including any principal, officer, agent, or proposed subcontractor of Proposer, shall not be in arrears or in default of any debt or contract involving the City, as a party to a contract, or otherwise and nor have we (Proposer) failed to perform faithfully on any previous contract with the City.

We (Proposer) have read, understood and acknowledge each and every provision in Section IV – Special Terms and Conditions. We (Proposer) hereby certify that we either meet or exceed all of the Mandatory Minimum Qualifications

Please feel free to reach out to me should you have any questions or further concerns.

Thank you for your consideration.

Sincerely,



Lou Moshakos

Family Owned and Locally Operated





QUALIFICATION STATEMENT

City of Deerfield Beach
City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Background Check Affidavit
(Page 3 of 3)

List of Employees

<u>Name (First, Last)</u>	<u>Result</u>
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐
_____	Passed ☐ Failed ☐

Note: Insert additional sheets if necessary.

QUALIFICATION STATEMENT



6510 Chapel Hill Rd Suite 200 • Raleigh, NC • 27607 • 919.851.0858 • 919.851.0857 fax

May 22, 2023

City of Deerfield Beach
401 SW 4th St
Deerfield Beach FL 33441

Re: ITN #23-02-PC

Dear City of Deerfield Beach,

We are pleased to provide a Proposal for the above-referenced Deerfield Beach Pier Restaurant Lease and operation of a restaurant.

Pursuant to Section 1 Paragraph 2(h)(ii)(5) of the Response Requirements, we are confirming our commitment to obtain the required irrevocable standby letter of credit, as per Section VII, subsection 4 Irrevocable Letter of Credit, in the amount of six (6) month's base rent proposed, and a bank letter indicating that, subject to compliance with all bank policies, the bank is prepared to provide the letter of credit to the Restaurateur; or in the alternative a cash bond in the amount of three months base rent to be held in escrow by the City and released if the Restaurateur is not awarded the Lease by the City Commission or if the City and the Restaurateur do not execute a Lease pursuant to the process set forth herein. If a cash bond is provided to comply with this subsection and the Restaurateur enters into a Lease with the City, we understand the cash bond will be released and replaced by a Letter of Credit as set forth in Section VII, subsection 4.

Thank you for your consideration.

Sincerely,

Lou Moshakos





REQUIRED LICENSES AND TRAINING

Proposer is capable and qualified to obtain all licenses necessary to perform the work and scope of services subject matter of this ITN.

Restaurateur is knowledgeable regarding the required licenses and certifications necessary to operate a full-service restaurant and bar.

Proposer acknowledges that it shall be responsible for all costs associated with applying, obtaining, and maintaining all required licenses, certifications, and permits.

All licenses shall be applied for at the appropriate time in order for the restaurant to open in a timely fashion.

Licenses and trainings shall include, but are not limited, to the following required under Florida statutes: Sections FL 509.241, 509.039, 509.049, 561.705, and all required liquor licensing in addition to training regarding sexual harassment and work place discrimination prevention.

ETHICS CODE DISCLOSURES

For Office Use Only

Date: _____

Application _____

Nos.: _____



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 №. 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 \$1,000 to Michael Hudak from Joy Moshakos

\$1,000 to Michael Hudak from Elias Moshakos

These were campaign contributions dated 3/10/2023

- 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.)

ETHICS CODE DISCLOSURES

NONE

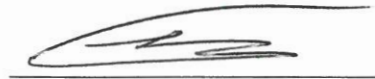
4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading 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.

Ilias Lou Moshakos

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

Applicant



Signature

5/22/2023

Date

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

notarization, this 22nd day of May, 2023 by

Kelly Lynn Hunter (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 4-18-26

Commission No.: N/A



Kelly Lynn Hunter
(Signature of Notary Public - State of Florida)

Kelly Lynn Hunter
(Print, Type, or Stamp Commissioned Name of Notary Public)



ETHICS CODE DISCLOSURES

Proposer's Qualifications

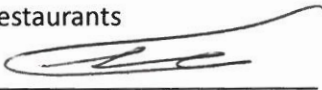
LM Restaurants is in the business of providing the products and/or services required pursuant this ITN. Proposer has sufficient financial support, equipment, personnel and organization to ensure that Proposer can satisfactorily perform the work if awarded this Contract. Proposer acknowledges the City shall have the right to investigate Proposer's financial condition, experience record, qualifications, facilities, equipment, and references and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.

Proposer, including any principal, officer, agent, or proposed subcontractor, shall does not and shall not have a record of judgments or pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

Proposer, including any principal, officer, agent, or proposed subcontractor of Proposer, is not in arrears or in default of any debt or contract involving the City (or the City as a party to a contract or debt).

Proposer:

LM Restaurants

By: 

Ilias Lou Moshakos

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Proposer is not a Certified Disadvantaged Business Enterprise.

However, Proposer shall endeavor to ensure that it meets all the requirements of the city to engage CBE(s) for the project.



SCHEDULE OF PARTICIPATION FROM DISADVANTAGED BUSINESS ENTITIES

PARTICIPATION FROM DISADVANTAGED BUSINESS ENTITIES

Proposer is aware of the need to engage DBE(s), SBE(s), WBE9s) or VBE(s) to perform services if the Proposer is awarded the project. Every effort shall be made, in coordination with the general contractor, to comply and meet such goals and requirements.



Vendor Name Submitting Bid: LM RESTAURANTS, INC.

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: CITY OF DANIA BEACH FLORIDA

Agency Contact: EVE BOUTSIS

Contact E-mail: eboutsis@daniabeachfl.gov

Contact Phone #: 954-924-6800 ext 3631

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 4
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

The leasehold is in place but no payments have been required yet under the lease. The restaurateur has been very responsive to all City inquiries

Reference Name: Eve Boutsis **Title:** City Attorney
(Please print – Person completing survey)

Signature: Eve A. Boutsis, City Attorney **Date:** 5/19/2023
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ **Date:** _____



Vendor Name Submitting Bid: LM RESTAURANTS, INC.

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES

Agency Contact: KEVIN THEOBALD

Contact E-mail: KEVIN_THEOBALD@AJG.COM

Contact Phone #: 919-582-4007

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 3
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

LM Restaurants has been our client for 15 years. LM Restaurants is very well managed, professional and ethical. LM Restaurants has an excellent, positive reputation in the community.

Reference Name: Kevin Theobald, CIC Title: Area Vice President
(Please print – Person completing survey)

Signature: Kevin Theobald Date: 5/17/2003
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



Vendor Name Submitting Bid: LM RESTAURANTS, INC.

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: Pepsi Bottling Ventures
Agency Contact: Kevin Wright
Contact E-mail: Kevin.Wright@pbvllc.com
Contact Phone #: 919-605-7048

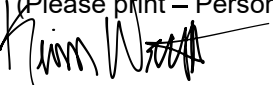
Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 3
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

Reference Name: Kevin Wright Title: Director of Food Service
(Please print – Person completing survey)
Signature:  Date: May 17, 2023
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



Vendor Name Submitting Bid: LM Restaurants

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: C & S Commercial Properties
Agency Contact: Palmer Williams
Contact E-mail: pwilliams@c-sprop.com
Contact Phone #: (910) 475-1439

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 3
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

LM Restaurants has been a great operator in one of the nicest shopping centers in Fayetteville. We never have to worry about them paying rent or keeping their building in first class condition.

Reference Name: Palmer Williams Title: Vice President

(Please print - Person completing survey)

Signature: Palmer Williams Date: 5-17-23

(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



Vendor Name Submitting Bid: LM RESTAURANTS, INC.

VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

City of Deerfield Beach Pier Restaurant Lease, ITN #23-02-PC

Agency Name: TRUIST BANK

Agency Contact: JEFFREY WARD

Contact E-mail: JEFFREY.WARD@TRUIST.COM

Contact Phone #: 919-716-9209

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Restaurateur when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Restaurateur success at keeping you updated and informed of problems and issues. 3
4. Rate the Restaurateur knowledge of procedures required by regulatory agencies. 3
5. Rate the Restaurateur success at working cooperatively with Owner's personnel. 3
6. Rate the Restaurateur ability to provide diverse menu to the public. 3
7. Rate the accuracy, completeness and proper documentation of lease payments. 3
8. Rate the completion, satisfaction and the quality of work performed by the Restaurateur. 3
9. Rate the overall quality of performance of the Restaurateur. 3

Additional comments:

The Restaurateur is a great client of the bank, fulfills all obligations, and is very strong financially

Reference Name: Jeff Ward Title: Senior Vice-President
(Please print – Person completing survey)

Signature: Jeff Ward Date: May 17, 2023
(Person completing survey)

*****THIS SECTION FOR CITY USE ONLY*****

Reference Verified by City Employee: _____ Date: _____



ATTACHMENT D - E VERIFY



E-VERIFY COMPLIANCE VERIFICATION FORM

Solicitation No: ITN #23-02-PC

Solicitation Title: City of Deerfield Beach Pier Restaurant Lease

Company/Firm: LM Restaurants, Inc. ("Restaurateur")

Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

- (a) All persons employed by Contractor to perform duties within Florida during the term of the contract; and
- (b) All persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract/agreement is a condition of the contract with the City of Deerfield Beach.

By executing this form, I, Elias Lou Moshakos being duly authorized by and on behalf of, Contractor, verify Contractor's compliance with Section 448.095, Fla. Stat. I hereby declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: [Signature] Date: 5-19-23

Print Name: Elias Lou Moshakos Title: Owner

STATE OF North Carolina

COUNTY OF Wake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th day of May, 2023 (year) by Elias Lou Moshakos (name of person making the statement) as owner (title) of LM Restaurants, Inc. (company name), on behalf of _____ (company name), who ☒ is personally known to me or ☐ has provided _____ as identification.

NOTARY'S SEAL:



Kelly Lynn Hunter
NOTARY PUBLIC, STATE OF FLORIDA
Kelly Lynn Hunter
(Name of Acknowledger Taped, Printed or Stamped)

Commission Number _____



LOCAL BUSINESS TAX RECEIPT

The application for the local business tax receipt shall be duly filed prior to the opening of the Proposer's business.



CORPORATE ANNUAL REPORT

Proposer, pending decision by the City of Deerfield Beach on this ITN, will create a legal entity and will file annual reports as they come due.

W-9 FORM

Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
LM Restaurants, Inc

Business name/disregarded entity name, if different from above
LM Restaurants

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
6510 Chapel Hill Road

City, state, and ZIP code
Raleigh, NC 27607

List account number(s) here (optional)

Requester's name and address (optional)

Exempt payee ☐

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
6	5	-	0	0	9	8	8	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 10/17/12
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CREATE. DESIGN. DEVELOP. BUILD. OPERATE.

When people relate to each other, wonderful things begin to happen.

Our family of brands are built with the guest experience in mind and for the community at large.

NEXT UP...

A FEW OF OUR **CONCEPTS** WE **BUILT** FROM THE IDEA UP..



REVITALIZING DOWNTOWN RALEIGH



REVITALIZING DOWNTOWN RALEIGH

Project: Glenwood South Building

Sq Ft: 36,140

Investment: \$12+ million

Location: Raleigh, NC

In 2008, The Moshakos family purchased a longtime empty building adjacent to main business area of downtown Raleigh to build the flagship location of Carolina Ale House.

Working with the city to develop an appealing destination was critical to revitalizing the Glenwood South District. Void of restaurants, the area was in need of a destination.

The three-story building was designed to offer a rooftop restaurant bar, as well as a second restaurant with private event space on the 1st and 2nd floor.

The project won the prestigious Imprint Award from Downtown Raleigh Alliance, honoring projects which contribute to the economic vitality of the Downtown Districts. It also won an Imprint SPACE Award for best design for Vidrio, the Mediterranean restaurant on the 1st and 2nd floor.



DowntownRaleigh
Alliance

2014 IMPRINT AWARDS



DowntownRaleigh
Alliance

2017 IMPRINT
SPACE AWARDS

Page 615 of 662



SAVE THE PIER

Project: Oceanic's Crystal Pier

Sq Ft: 12,020

Investment: \$2+ million

Location: Wrightsville Beach, NC

In 2012, The Town of Wrightsville Beach declared the historic Crystal Pier attached to Oceanic irreparable which meant it needed to be reconstructed or torn down.

Lou and Joy Moshakos stepped up to invest in the history of Wrightsville Beach and save the Crystal Pier, a landmark dating back to the turn of the 20th century and one of the only remaining wooden piers in North Carolina. The reconstruction included an extension to further enhance an ultimate oceanfront and pier destination. It was also reopened to the public for fishing and sightseeing.



This restoration project required careful coordination with FEMA, NC Wildlife Resources Commission, Coastal Area Management Act, NC Department of Environmental Quality Coastal Management, New Hanover County, and Town of Wrightsville Beach.





REBUILDING A LANDMARK

Project: Post Hurricane Florence
recovery of Oceanic

Interior Sq Ft: 9,670

Location: Wrightsville Beach, NC



Oceanic at the Crystal Pier in Wrightsville Beach, NC has deep community roots dating from 1939 when our Crystal Pier was originally constructed. This was the time when Wrightsville Beach started to become a thriving destination for locals, families, and friends. Oceanic has become a special place for celebrations, drinks on the water, or your favorite spot on the beach for over 80 years.

After taking the brunt of Hurricane Florence in 2018, the iconic restaurant needed major reconstruction. While the damage took the restaurant down to the studs, Amber took the opportunity to improve the operational flow and guest experience of the space. Moving and expanding the bar to face the ocean, opening the front entrance, improving the layout of the high volume kitchen and updating the decor and atmosphere of the restaurant which breathed new life into Oceanic.





REVITALIZING DOWNTOWN RALEIGH



REVITALIZING DOWNTOWN RALEIGH - OPA! EDITION

Project: Taverna Agora Relocation

Sq Ft: 4,591

Rooftop Interior / Exterior Sq Ft: 3,896

Investment: \$2.5 million

Location: Raleigh, NC



The authentic Greek restaurant relocated to a long abandoned, unused retail space in the Capital District of Downtown Raleigh. The area only shared one other restaurant and two hotels at the time and was an impetus for connectivity and tremendous growth in both the Capital and Warehouse Districts.

The renovation of the retail space included the addition of a rooftop bar with dining, a private event area, and utilizing the storefront window as an open air dining room creating 8,487 square feet of creative, energetic space.

The project won the Downtown Raleigh Alliance's 2015 Imprint Award honoring development projects which invest in downtown renewal and growth.

The restaurant continuously wins awards for Best Outdoor Dining and Best Mediterranean in *Raleigh Magazine*, *The Indy*, and WRAL's *Voter Choice Awards*.



OCEANIC POMPANO BEACH



BUILDING A LANDMARK

Project: Oceanic at the Pompano Beach Pier

Interior/Exterior Sq Ft: 22,820

Investment: \$13+ million

Location: Pompano Beach, FL

In 2014, Team M was introduced to a revitalization project in Pompano Beach, FL. The city wanted to re-image itself into a destination and knew marquis attractions were key to the project's success.

Working closely with the city and the development team, Team M brought the future landmark design of Oceanic to life through relationships with the architectural review board, the mayor, and city council.

The bold, iconic ship design along side the city's pier evokes the grandeur of escape and becomes the attraction point for the city of Pompano Beach.

But architectural wow-factor is not enough to sustain a brand, but it is what you do within the four walls. Consistent, craveable food and warm, welcoming hospitality is the true foundation of a lasting landmark.

CAROLINA ALE HOUSE

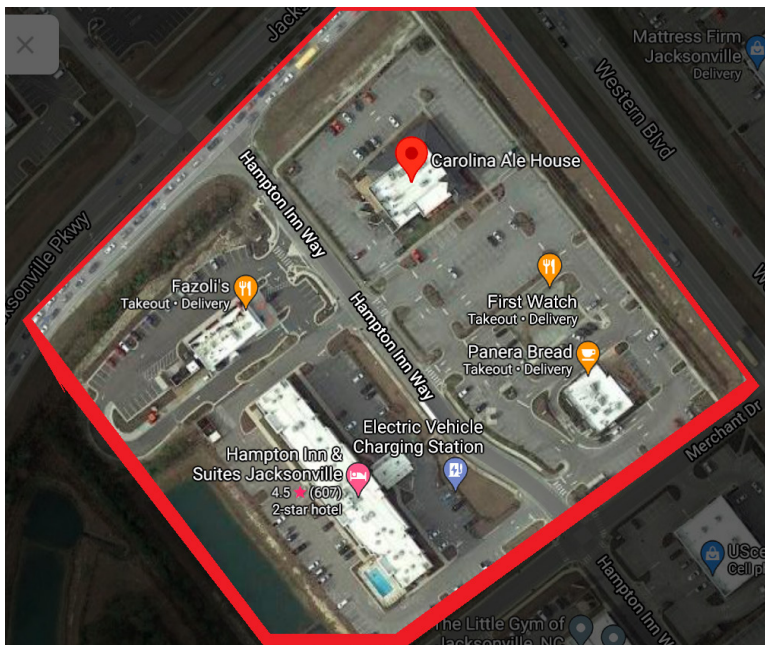
DEVELOPING JACKSONVILLE, NC

Project: Multi-Tenant Site Development

Sq Ft: 10 acres

Location: Jacksonville, NC

After an exhaustive search for the right site in Eastern NC, Team M selected a 10-acre, undeveloped site along the main boulevard in Jacksonville. The site was outside the current developed area making it a growth point for the city.



Team M worked with the city to determine the needs and desires of the community for this growth development.

Through creativity and land planning, Lou partnered with Winston Hospitality, a long time hotelier family in NC, to divide the acreage into lots for a hotel and four outparcels for restaurants and retail.

Carolina Ale House was the first to open, followed by the hotel. Having a regional chain like Carolina Ale House solidified the national chains of Panera and First Watch to sign on to the project. Not only did LM

work to bring the national chains to the area, Lou also developed and built for Panera and First Watch.

Beyond the development of the outparcels, LM coordinated everything including traffic studies to garner a traffic light, storm water mitigation, utility agencies, and infrastructure coordination.



CAROLINA ALE HOUSE



DEVELOPING WAKE FOREST, NC

Project: Northpark and HWY 98

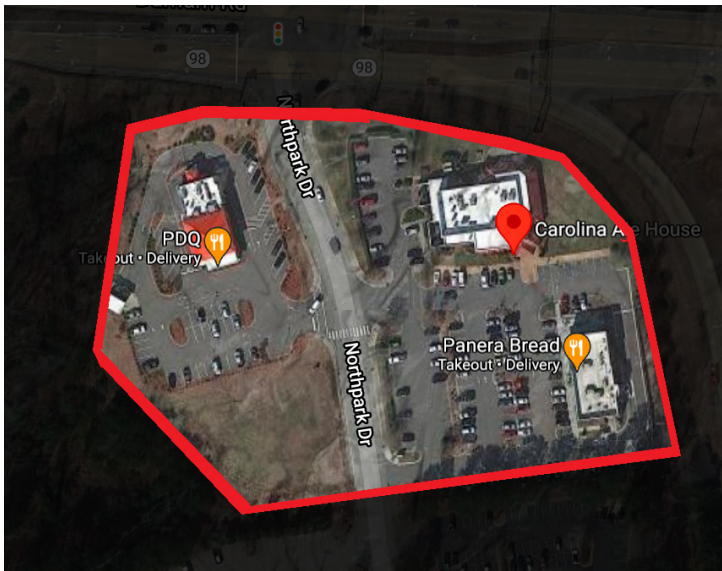
Sq Ft: 8.5 acres

Location: Wake Forest, NC

In 2006, Lou purchased a largely unusable tract of land along US 1 North in Wake County. It sat at the crossroads of two major highways with one side of the property being a ravine and the other being a massive hill. Land planning and investing in this project was about more than just a site for our restaurant but a site for future development.

Land planning included a 28' tall retaining wall, storm water management, complicated mass grading, road improvements, and extending public water and sewer.

In addition, Lou developed and constructed a portion of the site for Panera.



DEERFIELD BEACH RESURGENCE

Project: The Cove

Sq Ft: 13,318

Projected Investment: \$4 million renovation

Location: Deerfield Beach, FL

In 2020, Lou and Joy purchased a longtime Deerfield Beach waterfront landmark, Two Georges at The Cove.

With their eye towards the neighborhood and impending development, they knew he could update The Cove, the original name of the restaurant, and bring it back to the community hot spot it once was.

The business was solid with room for growth. The largest opportunity was structural improvements, repairs, and updating. The project included exterior improvements, interior updates, a re-imagining of the waterfront bar and a brand refresh of this landmark concept. Tying in a Key West vibe to the brand solidifies the emotional connection of guests and create another waterfront escape destination.

This opportunity pulled at the heartstrings of Lou and Joy. Decades earlier, after the nightly closing at The Seafood Shanty, they would go to The Cove to unwind and discuss their future plans. Life is truly a full circle.



LUCKY FISH, POMPANO BEACH



THE MAKING OF A HOT SPOT

Project: Lucky Fish Beach Bar & Grill

Restaurant/Tiki/Deck Sq Ft: 5,500

Investment: \$3+ million

Location: Pompano Beach, FL

An oceanfront tiki bar, Lucky Fish is an oasis for guests to escape in Pompano Beach, FL.

The concept harnesses the absolute beauty of nature. The conscious decision for unobstructed views drove every detail of the architectural design and finishes, lighting package, and decor elements. Environmental regulations that include turtle conservancy were carefully adhered to. Beach-goer amenities, such as water stations to rinse your feet, tiki torches to add ambiance, a tiki hut swing for that Instagram-able moment, and a living wall of orchids all add a level of simple detail that completes the vacation vibe.

The completely open-air restaurant serves breakfast, lunch and dinner and offers guests a sit-down, full-service option for dining, or a take-away window for a grab-and-go beach meal.



beach bar + grill

LUCKY FISH, DANIA BEACH



LUCKY FISH 2.0

Project: Lucky Fish Beach Bar & Grill
Restaurant/Tiki/Deck Sq Ft:

Investment: TBD

Location: Dania Beach, FL

RFP ITB No. 21-011

Awarded Project by City Commission

The community of Dania Beach had a historic (and legendary) grill along the beach-front. No longer in operation, the city opened a bid for developers and restaurateurs to bring ideas to the table on how to Build on the History of Dania Beach.

Lucky Fish was selected as a market-tested concept with broad appeal that would draw neighbors, students, and tourists alike. The welcoming brand was the perfect fit to reignite the once popular spot.

The structure was modified to suit the needs of the City. Lucky Fish Dania Beach will continue to serve breakfast, lunch and dinner while offering guests a sit-down, full-service option for dining, or a take-away window for a grab-and-go beach meal.



THANK YOU



READY. TO. GO.

Family values with an entrepreneurial, creative spirit and a proven track record for success.

We bring time tested concepts and operational integrity to meet our guests' and partners' needs.

We would be honored to partner with you for the revitalization of the Deerfield Beach Pier restaurant.

Thank you and OPA!

Lou & Joy

Lou & Joy Moshakos, Founders
(954) 282-1556
DeerfieldBeachPier@LMRest.com

Amber

Amber Moshakos, President
(954) 282-1556
DeerfieldBeachPier@LMRest.com

City of Deerfield Beach Pier Restaurant Invitation to Negotiate (ITN) 23-02-PC
Comparison Compiled by Sterling Hospitality Development LLC
Base Rent and Revenue Sharing Proposals

Deerfield Beach Cafe LLC			
Year	Base Rent	% Rent *	Breakpoint Sales
1	\$ 210,000.00	5	\$ 4,200,000.00
2	\$ 214,200.00	5	\$ 4,284,000.00
3	\$ 218,484.00	5	\$ 4,369,680.00
4	\$ 222,853.68	5	\$ 4,457,073.60
5	\$ 227,310.75	5	\$ 4,546,215.07
6	\$ 231,856.97	5	\$ 4,637,139.37
7	\$ 236,494.11	5	\$ 4,729,882.16
8	\$ 241,223.99	5	\$ 4,824,479.80
9	\$ 246,048.47	5	\$ 4,920,969.40
10	\$ 250,969.44	5	\$ 5,019,388.79
11	\$ 255,988.83	5	\$ 5,119,776.56
12	\$ 261,108.60	5	\$ 5,222,172.10
13	\$ 266,330.78	5	\$ 5,326,615.54
14	\$ 271,657.39	5	\$ 5,433,147.85
15	\$ 277,090.54	5	\$ 5,541,810.80
16	\$ 282,632.35	5	\$ 5,652,647.02
17	\$ 288,285.00	5	\$ 5,765,699.96
18	\$ 294,050.70	5	\$ 5,881,013.96
19	\$ 299,931.71	5	\$ 5,998,634.24
20	\$ 305,930.35	5	\$ 6,118,606.92
	\$ 5,102,447.66		

LM Restaurants LLC			
Year	Base Rent	% Rent *	Breakpoint Sales
1	\$ 200,000.00	4.5	\$ 4,444,444.44
2	\$ 204,000.00	4.5	\$ 4,533,333.33
3	\$ 208,080.00	4.5	\$ 4,624,000.00
4	\$ 212,241.60	4.5	\$ 4,716,480.00
5	\$ 216,486.43	4.5	\$ 4,810,809.60
6	\$ 220,816.16	4.5	\$ 4,907,025.79
7	\$ 225,232.48	4.5	\$ 5,005,166.31
8	\$ 229,737.13	4.5	\$ 5,105,269.63
9	\$ 234,331.88	4.5	\$ 5,207,375.03
10	\$ 239,018.51	4.5	\$ 5,311,522.53
11	\$ 243,798.88	4.5	\$ 5,417,752.98
12	\$ 248,674.86	4.5	\$ 5,526,108.04
13	\$ 253,648.36	4.5	\$ 5,636,630.20
14	\$ 258,721.33	4.5	\$ 5,749,362.80
15	\$ 263,895.75	4.5	\$ 5,864,350.06
16	\$ 269,173.67	4.5	\$ 5,981,637.06
17	\$ 274,557.14	4.5	\$ 6,101,269.80
18	\$ 280,048.28	4.5	\$ 6,223,295.20
19	\$ 285,649.25	4.5	\$ 6,347,761.10
20	\$ 291,362.23	4.5	\$ 6,474,716.32
	\$ 4,859,473.96		

*percentage of gross annual sales



**City of Deerfield Beach Pier Restaurant
Invitation to Negotiate (ITN) 23-02-PR
Negotiation Committee Meeting Minutes
Monday, June 26, 2023**

LM Restaurants, LLC
City Manager's Conference Room
Deerfield Beach City Hall
150 NE 2nd Avenue, Deerfield Beach, FL 33441

The Negotiation Committee Meeting came to order at 1:31 p.m. Present in person at the meeting were Negotiation Committee Members (The Committee) Horace McHugh, Deputy City Manager, Kris Mory, Director of Economic Development, and Anthony Soroka, City Attorney. Also present were the City's restaurant consultant Tommy DiGiorgio Jr. of Sterling Hospitality Development LLC, Purchasing Department staff Paul Collette, Buyer and Bogdan Avasiloe, Purchasing Manager. Lou Moshakos was present representing LM Cove LLC. Zoom virtual attendees included Amber Moshakos, Present of LM Restaurants LLC and Chris Moutos, Attorney for LM Restaurants LLC.

Mr. McHugh gave an over view of the procurement process since the City Commission met on June 20, 2023. Commission directed the City Manager to establish a Negotiating Committee and negotiate with the top two highest ranked proposers LM Cove LLC and Deerfield Beach Café LLC. He explained that the Negotiation Committee was holding this publicly advertised and noticed meeting to engage in final negotiations with LM Restaurants LLC.

Corporate Structure - Mr. McHugh asked about the corporate structure of LM Restaurants. Mr. Moutos explained that LM Restaurants is the parent company and that LMR (LMR) LLC, or another corporate entity would be created to enter into this lease with LM Restaurants serving as the guarantor.

Operating Area - LMR indicated that while their submittal showed an enhanced operation that included seating outside of the leased area specified by the ITC, they would be willing to work within the leased area and would not change their proposed base lease payment. If allowed to work in the expanded footprint, LMR would offer to pay the City 4% of the net sales from that additional area.

Construction - LMR asked to use the Pier parking lot for construction staging. The Committee had concerns about using public parking spaces for staging. LMR also offered to use shipping containers that

the public could safely walk through to ensure continued pedestrian access across the boardwalk during construction.

Willingness to operate the restaurant 'as is' until the commencement of construction - LMR indicated they'd be willing to provide a restaurant operation if required to but would prefer to go directly into construction.

Public Access – LMR offered to provide public access to the observation deck by providing easily identifiable space at the perimeter of the deck during regular hours of operation. The public would not have to make a purchase to sit in this area.

Hours of Operation – LMR indicated operating hours would be from 8am-10:30pm with the observation deck being open from noon-10:30 pm., reserving the right to adjust operating hours based on customer demand in the future.

Base lease payment – LMR proposed a base lease payment of \$200,000 in Year 1 with a 2% escalation schedule as outlined in the lease payment schedule attached to these minutes.

Best and Final Revenue Sharing – LMR offered 4% revenue sharing after reaching a natural breakpoint due to the significant investment in capital improvements and interior tenant improvements. The Committee countered at 5%. Both parties agreed to a compromise of 4.5% with the City agreeing to offer expedited permitting services.

LMR representatives left the meeting. The Committee had additional discussion regarding the above business points.

The meeting adjourned at 2:59 pm.



**City of Deerfield Beach Pier Restaurant
Invitation to Negotiate (ITN) 23-02-PR
Negotiation Committee Meeting Minutes**

Deerfield Beach Café, LLC

Tuesday, June 27, 2023

City Manager's Conference Room

Deerfield Beach City Hall

150 NE 2nd Avenue, Deerfield Beach, FL 33441

The Negotiation Committee Meeting came to order at 2:01 p.m. Present in person at the meeting were Negotiation Committee Members (The Committee) Horace McHugh, Deputy City Manager, Kris Mory, Director of Economic Development, Anthony Soroka, City Attorney, Purchasing Department staff Paul Collette, Buyer and Bogdan Avasiloe, Purchasing Manager. Representing Deerfield Beach Café LLC (DBC) were Danielle Rosse, President and Joel Koeppell from Koeppell Law Group representing DBC. Attending virtually was the City's restaurant consultant Tommy DiGiorgio Jr. of Sterling Hospitality Development LLC.

Ms. Mory gave an over view of the procurement process since the City Commission met on June 20, 2023. Commission directed the City Manager to establish a Negotiating Committee and negotiate with the top two highest ranked proposers LM Cove LLC and Deerfield Beach Café LLC. She explained that the Negotiation Committee was holding this publicly advertised and noticed meeting to engage in final negotiations with Deerfield Beach Café LLC.

Corporate Structure – Ms. Mory asked about the corporate structure of DBC. Ms. Rosse explained that she would be operating the restaurant as sole proprietor as Deerfield Beach Café LLC.

Operating Area – DBC indicated that they would be willing to work entirely within the leased area. As an enhancement to DBC's grab and go operation, Ms. Rosse proposed that the existing benches along the seawall be converted to picnic tables that would still offer public seating, but could be used for the consumption of grab and go meals. She indicated she'd be willing to purchase the tables and would assume responsibility for maintaining the cleanliness and garbage removal for this public area.

Construction – DBC indicated that conceptual plans are already 30% complete due to the requirements of the procurement process. She indicated she'd be ready to take occupancy of the restaurant on November 1st. Build out is estimated to take 5 months with 2-4 weeks for training staff. DBC reserves the

option to install the patio awning in a second phase because it may take longer to complete outside agency permitting and doesn't want to delay the opening of the overall operation.

Willingness to operate the restaurant 'as is' until the commencement of construction - DBC indicated a preference to go directly into construction due to the uncertainty of the condition that the building would be left in after the current tenant vacates. As a compromise, DBC offered to operate a 'pop up' restaurant concept during construction if so desired as well as staging the area as a holiday food vendor during the annual Ocean Way Holiday event.

Public Access – DBC offered to provide public access to the observation deck by providing morning recreational programming such as yoga classes. She indicated the deck is very rarely used by the public and if anyone does use it, it's mostly in the morning sunrise time. DBC did not want to offer dedicated public access during hours of operation due to issues of liability associated with the serving of alcohol. DBC indicated a willingness to work with the City collaboratively on public access.

Hours of Operation – DBC indicated operating hours would be from 8am-9 pm downstairs with the observation deck being open from noon-9 pm. but possibly staying open until 10 on the weekends She reserved the right to adjust operating hours based on customer demand in the future.

Base lease payment – DBC proposed a base lease payment of \$125,000 in Years 1-5. In Years 5-9 base rent would reset to the greater of a 20% increase of base rent OR 5% of average gross sales of the preceding 5-year period. After year 10 - Base Rent Shall reset to the greater of a 20% increase of base rent OR 6% of average gross sales of the preceding 5-year period. After year 15 - Base Rent Shall reset "to the greater of" a 20% increase of base rent OR 7% of average gross sales of the preceding 5-year period.

During negotiation DBC offered to increase the base rent to \$210,000 in Year 1 with a 2% escalation schedule as outlined in the lease payment schedule attached to these minutes.

Best and Final Revenue Sharing – DBC offered 5% revenue sharing on revenue over an unnatural breakpoint of \$6,000,000 for years one through five. Commencing in year six, the revenue sharing of 5% would be applied over a natural breakpoint. The Committee asked for 6% revenue sharing over a natural breakpoint starting in year one. DBC indicated they would be willing to start the revenue sharing over a natural breakpoint in year one but 5% revenue sharing was their best and final.

Representatives from DBC left the meeting. The Committee had additional discussion regarding the business points discussed during the meeting.

The Committee proceeded to compare both proposals.

The meeting adjourned at 2:59 pm.



**City of Deerfield Beach Pier Restaurant
Invitation to Negotiate (ITN) 23-02-PC
Negotiation Team Meeting Minutes
Monday, July 3, 2023**

City Manager's Conference Room
Deerfield Beach City Hall
150 NE 2nd Avenue, Deerfield Beach, FL 33441

The Negotiation Team Meeting came to order at 10:00 a.m. Present in person at the meeting were the Negotiation Team Members (The Committee) Horace McHugh, Deputy City Manager, Kris Mory, Director of Economic Development, and Anthony Soroka, City Attorney. Purchasing and Contract Administration Division staff Bogdan Avasiloae, Purchasing Manager, and LMCOVE LLC Chris Moutos, Attorney for LM Restaurants LLC.

The Committee discussed the previous negotiation meetings with the top two highest ranked proposers LMCOVE LLC and Deerfield Beach Café LLC. The Committee addressed the important differences between the proposers, stating Deerfield Beach Café LLC would provide a greater annual revenue for the City, the structural components of the renovations for the facility would be less, and the start-up time would be sooner for operating the restaurant. After the Committees discussions, Kris Mory made a motion, recommending to the City Commission to negotiate a contract with Deerfield Beach Café, LLC. This motion was seconded by Horace McHugh. The Committee was unanimous in their decision.

The meeting adjourned at 10:12 a.m.



**City of Deerfield Beach Pier Restaurant
Invitation to Negotiate (ITN) 23-02-PC
Negotiation Committee Meeting Minutes
Monday, July 10, 2023**

City Manager's Conference Room
Deerfield Beach City Hall
150 NE 2nd Avenue, Deerfield Beach, FL 33441

The Negotiation Committee Meeting came to order at 11:15 a.m. Present in person at the meeting were Negotiation Committee Members (The Committee) Horace McHugh, Deputy City Manager, Kris Mory, Director of Economic Development, and Anthony Soroka, City Attorney, David Santucci, City Manager, Purchasing Department staff Paul Collette, Senior Buyer and Bogdan Avasilaoe, Purchasing Manager. LMCOVE LLC representative Chris Moutos, Attorney. Deerfield Beach Café LLC representatives Danielle Rosse and Joel Koepfel, Attorney. Attending Zoom virtual was the City's restaurant consultant Tommy DiGiorgio Jr. of Sterling Spoon Restaurant Consultants LLC. Also attending Zoom virtual representing LMCOVE LLC was Amber Moshakos and Lou Moshakos.

Mr. McHugh requested introductions from individuals attending this meeting in person. After presentations, Mr. McHugh went over the agenda for this Negotiation Committee meeting with the top (2) ranked proposers. The Negotiation Team reviewed and discussed the following agenda:

- Review of Written "Best and Final" Offers.
- Review of Key Business Terms.
- Public Comments.
- Deliberation and Negotiation Committee Recommendation.
- Conclusion of Negotiations.
- Adjournment.

Both Deerfield Beach Café LLC and LMCOVE LLC provided a written Best and Final Offer (BAFO). The Negotiation Team reviewed the BAFO from the two (2) proposers.

During discussion with the Negotiation Team, LMCOVE LLC stated that their BAFO of \$325,000 in Year 1 base rent included areas beyond the areas specified in the ITN (including additional outdoor seating areas). When asked for clarification as to whether the \$325,000 amount reflected the areas specified in the ITN, LMCOVE LLC representatives subsequently verbally changed their BAFO from a year 1 \$325,000 annual lease payment to \$275,000. The Negotiation Team discussed with both proposers their BAFOs and key business terms. After final deliberations, Horace McHugh made a motion to recommend to the City Commission to award the ITN and lease to Deerfield Beach Café LLC, as the respondent determined to offering the best value to the City and who is the most capable of assisting the City in achieving the objectives of the ITN, taking into consideration the evaluation criteria set forth in the ITN. The motion was seconded by Kris Mory. The Negotiation Team was unanimous in their decision.

BEST AND FINAL OFFER (BAFO) –

LMCOVE LLC Final Offer: \$275,000 Base Rent (based on verbal revisions during meeting) with annual Base Rent increases of 3.5% per year. Percentage Rent: 5% revenue sharing after reaching a natural breakpoint. 50% Base Rent will start November 1, 2023 and 100% Base Rent will begin (6) six months from permit (approximately July 1st, 2024). Lease Initial Term: 20 years with two (2) renewal options of (5) years. Construction begins approximately May 2024 for a 6-month period. Restaurant operations start November 2024.

Deerfield Beach Café LLC Final Offer: \$210,000 Base Rent with annual Base Rent increases of 2%, with lease payments commencing May 1st, 2024 (approximately (5) months after issuance of building permit). Percentage Rent: 5% with a natural breakpoint. Lease Initial Term: 20 years with (2) options of (5) years each with base rent increases to remain as set out in the initial term, if Tenant is not in default. Construction (5) months. Restaurant operations begin May/June 2024.

Operating Area - Kris Mory stated the operations with the grab and go concept and second floor service with the pizza oven favor Deerfield Beach Café LLC. Also, Kris Mory stated the financials favor LMCOVE LLC. Both proposers stated they would work within the leased area set forth in the ITN.

Other - Timeline - The City Manager summarized the anticipated timeline for moving forward, including a recommendation for Lease Award at the August 1, 2023 City Commission meeting and the adoption of an ordinance to enter into the lease, with first reading of the ordinance scheduled for the August 15, 2023 Commission meeting.

Cone of Silence - The City Attorney reminded proposers that until a Lease award was made by the City Commission, the Cone of Silence still governed the process. He further explained the prohibitions for communicating with members of the Commission and/or Negotiating Committee members during this process outside of publicly noticed meetings.

Adjournment: The meeting adjourned at 1:04 p.m.



PIER RESTAURANT UPDATE

CITY OF DEERFIELD BEACH



Deerfield Beach
Florida

- ◉ Current lease expires October 2023
- ◉ Commission directed staff to issue Invitation to Negotiate (ITN)
 - ◉ Longer term
 - ◉ Use of observation deck
 - ◉ Ability to construct fixed awning over patio
 - ◉ Service of alcohol
 - ◉ Explore current market conditions
- ◉ Opportunity advertised for 60 days
- ◉ Received and evaluated 3 proposals
- ◉ Commission authorized concurrent negotiations with top 2 ranked firms

Procurement and Negotiation Process

Date	Event – All Events Publicly Noticed and Accessible
12/12/22	City Commission directed City Manager to competitively advertise Pier Restaurant Lease.
3/21-5/22	Invitation to Negotiate (ITN) advertised, site visit, 3 proposals received.
5/26	Initial Evaluation Committee meeting. All 3 recommended for Oral Presentations.
6/5	2 nd Evaluation Committee meeting and Oral Presentations. Recommendation to Commission to negotiate with top 2 concurrently.
6/20	City Commission directed City Manager to negotiate with top 2 concurrently.
6/26-6/27	Negotiation Committee met with proposers individually.
7/3	Negotiation Committee met and recommended DBC as offering most value.
7/5	Negotiation Committee received email with additional best and final offer from LMR.
7/10	Negotiation Committee met with both proposers simultaneously to receive best and final written proposal. Committee voted to recommend DBC as best value to the City.

Evaluation Criteria and Weight

Criteria	Weight
Qualifications and Experience of Principals and Staff	30
Restaurant Concept, Décor, Atmosphere, Menu, Pricing	25
Financial Plan, Capital Investment and Capabilities	20
Lease Payment	15
Compatibility with City's Objectives	10
Total	100

Top 2 proposals scored within 1.5 of each other out of 100 points



LMR LLC Design



PROPOSED



PROPOSED



PROPOSED



PROPOSED





DBC LLC Design













Considerations During Negotiations

- ◉ Lease Payments & Revenue Sharing
- ◉ Qualifications and Experience of Principals and Staff
- ◉ Service Concept
- ◉ Design
- ◉ Observation Deck
- ◉ Conformity to the ITN Scope, Procurement Process and Direction of the City Commission
- ◉ Construction Timeframe and Restaurant Downtime

Lease Payments & Revenue Share

Term	LMR LLC	DBC LLC
Capital Investment	\$4,047,460	\$2,387,100
Starting Base	\$275,000	\$210,000
Annual Increase	3.5%	2%
Natural Breakpoint Revenue Share	5%	5%
Lease Payment Start Date	50% rent starting November 1, 2023 Full rent 6 months after permit issuance	Full rent beginning May 1, 2024
Overall Term	20 years with two 5-year options	20 years with two 5-year options



Qualifications and Experience of Principals and Staff

LMR LLC		DBC LLC	
10 or more years of restaurant operation		10 or more years of restaurant operations	
Highly qualified		Highly qualified	
Currently operates several restaurants in Florida and North Carolina		Currently operates a DFB restaurant	
Skilled at restaurant design and construction		Skilled at restaurant design and construction	



Service Concept

LMR LLC	DBC LLC
Full table and bar service on First Floor and Observation Deck	3 Service Levels – First Floor full table service and bar, First Floor Grab N Go, Observation Deck Tapas and Bar
Breakfast, lunch and dinner	Breakfast, lunch and dinner
Hours of operation – 8 am-10:30pm, Observation Deck – Noon-10:30pm	Hours of operation – 8 am-9 pm, Observation Deck – Noon-9pm
Will re-evaluate operational hours based on demand	Will re-evaluate operational hours based on demand



LMR LLC	DBC LLC
Design includes demolition of east, west and south sides of first floor to create open water views	Design includes partial demolition of east wall to create indoor/outdoor dining experience
Proposed fixed awning over first floor outdoor patio area	Proposed fixed awning over first floor outdoor patio area
Includes construction of bar and secondary observation deck staircase for food service	Includes construction of observation deck bar and food service area
Complete kitchen redesign	Remodel of existing kitchen space
Scope of project requires more permitting time	Scope of project requires less permitting time
Construction duration – 6 months	Construction duration – 5 months
Proposed grand opening – November 2024	Proposed grand opening – April 2024

Observation Deck

LMR LLC	DBC LLC
Full bar and table service	Tapas meals and full bar service
Service using food runners from first floor kitchen	Service from observation deck pizza oven
Designated public seating along east rail of deck. No purchase necessary to sit.	Morning programmed recreation and public access.
Deck open from 8 am-10pm	Deck open from noon-10pm
Workable option	Workable option
Will re-evaluate after operation commencement	Will re-evaluate after operation commencement



Conformity to the ITN and Direction of the City Commission

LMR LLC	DBC LLC
Response to ITN included seating outside of the allowed lease space.	Response to ITN, Oral Presentations and negotiations consistent with ITN scope.
Provided best and final during negotiation meeting, but submitted a revised best and final offer after the meeting.	Provided best and final during negotiation meeting.
Provided revised best and final verbally during follow-up negotiation meeting.	Provided same best and final offer at follow-up negotiation meeting as previously presented.
Does not provide Grab N Go service.	Provides Grab N Go service.



Construction Timeframe and Restaurant Downtime

	LMR LLC	DBC LLC
Construction start date	May 2024 - subject to building permits	After November 1, 2023 - subject to building permits
Construction completion date	November 2024	May 2024
Months with no restaurant operations in the facility	12	7

Checklist Summary

Criteria	LMR LLC	DBC LLC
Lease Payments and Revenue Sharing	+	
Qualifications of Principals and Staff	+	
Service Concept		+
Design		+
Use of Observation Deck	+	
Conformity with Procurement		+
Construction Timeline and Disruption		+



Staff Recommendation

- Staff is providing a recommendation for City Commission consideration based on the criteria set forth in the ITN.
- Staff's recommendation is that Deerfield Beach Café LLC is the proposal that meets the most criteria and represents the best value to the City of Deerfield Beach.

Next Steps

- ◉ Cone of Silence is still in affect
- ◉ August 1, 2023 – Pier Restaurant Lease Award Resolution
- ◉ August 15, 2023 - 1st reading Lease Approval Ordinance
- ◉ August 22, 2023 - 2nd reading Lease Approval Ordinance
- ◉ October 28, 2023 – Current lease expires
- ◉ November 1, 2023 – New lease commencement

QUESTIONS?

