



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

Tuesday
August 15, 2023
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: July 18, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Police Pension Fund Meeting Minutes

Attachment: April 27, 2023

Code Compliance Meeting Minutes

Attachment: May 3, 2023 , June 13, 2023 , June 28, 2023

Community Appearance Board Meeting Minutes

Attachment: July 12, 2023

APPROVAL OF THE AGENDA

August 15, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86900134870?pwd=bTlVMkdOQzJ6b2JlN29pVWRYWmNxdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 869 0013 4870#

Participant ID: #

Passcode: 794362#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Appreciation presented to John DiPrato for his extraordinary generosity regarding the provision of free backpacks and school supplies.**

Sponsor: Mayor Bill Ganz

2. **Proclamation in recognition of the 6th Annual Broward Mental Health Summit Day.**

Sponsor: Mayor Bill Ganz

3. **Certificate of Recognition presented to Kyle Gentile for his courageous and immediate response during a crisis.**

Sponsor: Department of Parks & Recreation

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

Sponsor: BSO - Law Enforcement

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 5. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Robert Amante to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Police Officers' Retirement Trust Fund Reappointment

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Aaron LoCascio as a regular member to fill an unexpired term on the Marine Advisory Board; 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: MAB Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

7. **Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by the Sheriff's Foundation of Broward County, Inc. for the "Italian Festival on the Beach" Special Event taking place at 2096 NE 2nd Street on October 21, 2023 from 7:00 am to 11:45 pm; approving a waiver of fees; and providing for an effective date. (Funds from Account #001-7015-579-10-02 - Overtime)**

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: Italian Festival on the Beach

8. **Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-24-BA for ground storage tank repairs and cleaning project for the East and West Water Treatment Plant; authorizing execution of a contract with Underwater Solutions, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$60,630.00; providing an effective date. (Funds from Account #401-5020-533-60-31-Improvements Other Than Buildings)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Underwater Solutions, Inc.

9. **Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-16-BA for the purchase of nano flow meters for the West Water Treatment Plant to Core & Main, LP for ITB Item No. 1 in an amount not to exceed \$25,500.00 and to Consolidated Pipe and Supply Company, Inc. for ITB Items 2 through 7 in an amount not to exceed \$72,715.00; authorizing the issuance of purchase**

orders to both vendors, the lowest priced responsive and responsible bidders for the respective item categories; providing an effective date. (*Funds from Account #401-5020-533-60-31 - Improvement Other Than Buildings*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Nano Flow Meters

- 10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim and Creed, Inc. to provide professional engineering services related to the Integration of Radio Telemetry Units at the West Water Treatment Plant and Remote Sites in an amount not to exceed \$125,901.00; providing for execution and an effective date. (*Funds from Account #401-5020-533-30-33 - Other Professional Services*)**

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: McKim and Creed, Inc.

- 11. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-28-BA for the purchase of liquid chlorine for the Water Treatment Plant to Allied Universal Corporation; authorizing the execution of a contract with Allied Universal Corporation, the sole responsive and responsible bidder, in an annual amount not to exceed \$288,405.00 for a one year term, with four additional one year renewal options; providing an effective date. (*Funds from Account #401-5020-533-35-11 - Chemicals*)**

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: Allied Universal Corporation

DEPARTMENTAL BUSINESS

- 12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Carollo Engineers, Inc. to provide professional engineering services for the development of a bond feasibility study related to the City's Integrated Utilities Master Plan Capital Improvement Program in an amount not to exceed \$43,900.00; providing for execution and an effective date. (*Funds from Account #401-5020-533-30-99 - Other Professional Services & Account #401-5030-533-30-99 - Other Professional Services*)**

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: Carollo Engineers, Inc.

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering construction administration services for the Rehabilitation of Injection Well IW-1 at the West Water Treatment Plant in an amount not to exceed \$70,508.00; providing for execution and an effective date. (*Funds from Account #413-5020-533-60-31 - Capital Improvements-Water Plant Improvements Other than Buildings*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Hazen and Sawyer, P.C.

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-19-BA for the Injection Well Rehabilitation Project at the West Water Treatment Plant to All Webbs Enterprises, Inc.; authorizing the execution of a contract with All Webbs Enterprises, Inc., the sole responsive and responsible bidder, in an amount not to exceed \$1,088,000.00; providing an effective date. (*Fund from Account #413-5020-533-60-31 - Capital Projects-Water Plant Improvements Other than Buildings*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: All Webbs Enterprises, Inc.

15. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC FOR THE LEASE OF THE CITY'S PIER RESTAURANT FOR A TWENTY YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for August 22, 2023

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

Sponsor: Office of the City Manager

Attachment: Pier Lease Agreement

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshop - Wednesday, August 16, 2023

Special City Commission Meeting - Tuesday, August 22, 2023

Regular City Commission Meeting - Tuesday, September 5, 2023

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, July 18, 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 7:03 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

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

Also Present:

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - June 6 & 20, 2023

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes - February 6, 2023

Hillsboro Inlet District Meeting Minutes - May 15 & June 26, 2023

Community Appearance Board Meeting Minutes - May 24, 2023

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

July 18, 2023

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

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Belinda Spivey for her courageous and immediate response during a time of crisis.

Commissioner Preston presented a certificate of recognition to Belinda Spivey for helping someone, who she did not know, in a time of need.

Ms. Spivey thanked the Commission and stated that the community must look out for each other and show one another love.

2. Certificate of Appreciation presented to Master Sergeant Alberto Gomez for his dedicated service as a Junior Reserve Officer Training Corps Instructor at Deerfield Beach High School.

Commissioner Preston presented a certificate of appreciation to Master Sergeant Alberto Gomez for his services.

Master Sergeant Gomez thanked the Commission and community for the recognition. Thereafter, he provided a brief overview of his time at Deerfield Beach High School.

3. Certificate of Recognition presented to the Public Affairs and Marketing Department for winning three Silver Telly Awards.

Mayor Ganz presented the Public Affairs and Marketing Department with three Silver Telly Awards and commended them for a job well done.

Ms. Medina-Stewart thanked the Commission for their support and stated that her team does everything with the residents in mind.

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2023-090: APPLICATION SIGN VARIANCE CASE NO. 782

Applicant: **Airline HWY JPMC LLC, represented by Bowman Consulting**

Proposal: Seeking sign variance approval from Section 102-8 of the Land Development Code to allow an additional two changeable copy signs in lieu of the permitted one per order window.

Location: The property is generally described as ATLANTIC BANK PLAT 103-21 B TRACT A, more particularly described in the file, and located at **101 N Federal Highway**.

Items 4 & 5 were discussed concurrently, but voted on separately; thereafter, both resolution titles were read into the record.

Janna Lhota, representing the applicant, waived the quasi-judicial proceeding. She explained that if the applications are approved, the existing BB&T branch bank, which has been vacant since the acquisition of BB&T by Truist, will be demolished; whereas, the deed restriction limits the use, or excludes the use of the property for financial institution use. Thereafter, she highlighted a brief PowerPoint presentation. The property is 1.37 acres, the underlying land use is commercial, and the zoning is B-2, allowing the use as a permitted use. There will be two points of ingress/egress, Federal Highway, and the NW corner of the site via a private drive. Thereafter, an aerial view of the property was displayed. Further, the proposed site plan outlines a 3,200 square foot facility, which will be predominately utilized as a drive-thru, with 16 outdoor

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

seats; indoor seating will be unavailable. Thereafter, the site plan was displayed, which highlighted the traffic circulation. She stated that the access point on Federal Highway, which is a right in, right out condition, will be modified to channel traffic in a counterclockwise rotation through the site; nevertheless, the center parking area will be utilized for those who ordered online or wish to walk up to order. The application proposes three drive-thru lanes, which will allow for a significant increase in capacity and queuing on the site. The drive thru lanes will also be covered by a canopy, so workers can take orders and payment, providing for a more efficient operation. Other operational efficiencies include a canopy over the pickup lane, tormax doors to allow employees to serve multiple cars at a time, a bypass lane for customers who have already received their order and capacity to accommodate 31 cars in the drive-thru lanes.

Furthermore, Ms. Lhota said the property is located in the Cove Overlay District (COD), and will consist of a metal seamed roof, hardie board or lap siding on the side of the building, concrete stucco on the bottom, covered porch with railing, canopies over the exposed door, vertical rectangular windows with trims, metal shutter awning over the windows, light building colors, and picket fence around the outdoor seating. Thereafter, various renderings of the proposed facility were displayed. She explained that the menu boards are fairly small; nevertheless, the requested variance will allow the two additional menu boards to accommodate each drive thru lane. Thereafter, the landscape plan was displayed. She stated that the landscaping on the westside of the building will consist of Clusia, Podocarpus, Ficus, Highrise Live Oak, etc., which will help shield the drive thru operations, as well as alleviate noise. Landscaping is also proposed along the north and south property lines, as well as around the dumpster which will have lap siding similar to the building.

Moreover, Ms. Lhota explained that Chix-fil-A has re-designed the drive-thru capacity to expand the number of lanes and service points; implemented technology and training to deploy team members out during peak hours to collect orders; tormax doors to deliver orders to more than one car; and removal of indoor seating to increase kitchen capacity. Further, Chick-fil-A is an industry leader in the quick-serve restaurant, and well known for their customer service, drive-thru efficiency, maintenance and cleanliness of their sites and landscaping, as well as others. She stated that Chick-fil-A is a family-owned business, not a public corporation, and they own all their own assets. They have an operator model, that is fully vetted, who oversees one site and must live in the community.

Continuing, Ms. Lhota said the site plan complies with the City's Comprehensive Plan and Land Development Code. She explained that because the property is surrounded by duplexes and single-family homes, a noise study was conducted and reviewed by independent consultants hired by the City; nonetheless, there were seven noise measurers suggested and incorporated into the site plan: back wall increased to six feet and can be increased further, if desired; additional landscaping; reduced hours of operation; deliveries and trash pickup scheduled for daytime; etc. Further, she said a traffic impact analysis was prepared by the applicant and reviewed by the City's traffic consultant, whereby, the proposed site plan and redevelopment of the proposed site will not adversely impact adjacent roadways, and the triple drive-thru and operational efficiencies will ensure that there is no spillage onto adjacent properties. Ms. Lhota said the FDOT permit for access onto and off Federal Highway has been granted. Thereafter, she provided a brief overview of how the triple drive-thru will alleviate spillage onto adjacent roadways. Ms. Lhota said the applicant is also requesting a variance from the sign code to allow two additional changeable copy menu boards, which would assist with operations. Lastly, she said two community meetings were held, as well a hearing before the Community Appearance Board and Planning & Zoning Board, which were unanimously approved.

In response to Vice Mayor Parness' questions, Ms. Lhota replied that all structures built on the property will comply with building codes. Further, the main entrance to the site will be off Federal Highway. Thereafter, she provided a brief overview of the differences between this proposed property and the one located on west Hillsboro Boulevard. She stated that as more stores open, it will level off the demand at current stores.

In response to Mayor Ganz's questions, Ms. Lhota provided a brief overview of the traffic circulation from Federal Highway, whereby, traffic coming onto the site from Federal Highway will be unimpeded. Further, she stated that the parking spaces furthest to the north will be utilized by staff and the area between those parking spaces and the landscaping is 23 feet wide. Ms. Lhota stated that those exiting the center parking

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

area will have a stop condition to exit the site, as well as those leaving the drive-thru wanting to go north; nevertheless, most of the traffic exiting will exit through the channelized egress lane back onto south Federal Highway. She stated that the three drive-thru lanes will be narrowed to one when exiting the property. Ms. Lhota said the secondary entrance is a private easement that is a two-way drive serving the commercial properties to the north; nevertheless, stacking onto Eller Street will not be an issue. Lastly, she said the City's code allows for one menu board, but the applicant is requesting two additional menu boards for each drive thru lane to assist with operational efficiency.

Commissioner Preston said traffic may not be immediately impacted, but once the public is more aware of the location, it could be an issue; nevertheless, his main concern is those who are in the eastern most lane wanting to enter at the last-minute causing traffic confusion.

Ms. Lhota said signage can be added before and during construction advising drivers that Chick-fil-A is forthcoming.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said this location is not appropriate and expressed concerns with one lane closing at 9:00 p.m. Further, she spoke in opposition to the additional signs.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the sign variance allows Chick-fil-A to have three drive-thru lanes, which allows for potential traffic to backup. Thereafter, he spoke in opposition to the sign variance.

Mayor Ganz closed the public hearing.

Vice Mayor Parness spoke in opposition to the sign variance as it sets a precedent for others; therefore, he cannot support it.

Commissioner Hudak said the efficiencies put into place to eliminate stacking is extremely impressive; whereby, not approving the additional signage will hinder the operational efficiency. Further, he said if others create similar designs, he would be in support of those as well.

Commissioner Drosky spoke in support of the variance, as the City's code is antiquated. He stated that this store is a model for the future and will support similar applications if they are brought forward; nonetheless, he asked staff to look into amending our code. Further, he said the additional menu boards will assist with the operational efficiency, and not having a menu board in each lane could potentially be a safety hazard.

Mayor Ganz agreed that the Code is the hardship itself. Further, he stated that there are stacking issues with the store located on Hillsboro Boulevard, but since COVID there are new ways of doing business, i.e. no indoor seating; therefore, he agreed with the Code change. Thereafter, he spoke in support of the sign variance.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 4, adopted Resolution 2023/117. Roll Call:

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

Nays: 1 - Vice Mayor Parness

5. P.H. 2023-091: APPLICATION 22-B2-133

Applicant: Airline HWY JPMC LLC, represented by Bowman Consulting

Proposal: Seeking major site plan modification to demolish an existing bank building and redevelop with a Chick-Fil-A fast food restaurant with associated drive-throughs and site improvements, on a 1.37-acre site.

Location: The property is generally described as ATLANTIC BANK PLAT 103-21 B TRACT A, more particularly described in the file, and located at **101 N Federal Highway**.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Mayor Ganz opened the public hearing.

The following individuals spoke in opposition to the site plan application:

***Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach.
Bob DiChristopher, 517 NE 6th Avenue, Deerfield Beach.
April Bolowich, 899 NE 4th Street, Deerfield Beach.
Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach.
Cynthia Ritzler, 208 NE 8th Terrace, Deerfield Beach.
Christina DiChristopher, 517 NE 6th Avenue, Deerfield Beach.
Jerry West, 514 NE 8th Avenue, Deerfield Beach.
Dan Herz, 330 SE 19th Avenue, Deerfield Beach.
Katy Freitag, 418 SE 2nd Street, Deerfield Beach.
Marcia Sasso, 517 NE 6th Avenue, Deerfield Beach.
John Slattery, 1455 SE 5th Place, Deerfield Beach.***

Commissioner Hudak temporarily left the meeting at 8:36 p.m. and returned at 8:38 p.m.

Mayor Ganz closed the public hearing.

Commissioner Preston stated that if Chick-fil-A ever wanted to build in District 2, the community would welcome it.

Vice Mayor Parness expressed concerns with the traffic, especially with cars exiting the facility onto Federal Highway. Further, he said this is not the proper location and agreed with seeing one in District 2.

In response to Commissioner Hudak's questions, Ms. Lhota replied that 20-30 employees would be employed at this location and the hours are from 6:00 a.m. to 10:00 p.m. Further, she clarified that all three drive-thru lanes would be operational during business hours; however, the volume on the third traffic lane will be dimmed at 9:00 p.m.

Commissioner Hudak said this building has been vacant for years, and we have an opportunity to bring in not only a good business, but revenue; however, many prefer it not be in their neighborhood. Further, he said the design of the facility has optimized the footprint of the property.

In response to Commissioner Hudak's question, Ms. Lhota replied that the front of the facility will house a takeout and pick up window for those who wish to walk up and order. Further, she said the stripping on the NW corner is a pedestrian pathway.

Commissioner Drosky said the drive thru at the location in his district does backup into the public parking lot, making traffic difficult; however, there are significant differences within this application, i.e., the bypass lane. He stated that this is a prototype store that was specific for this location, so the stacking issues should be fully vetted. Commissioner Drosky reiterated that the bypass lane is the key to this location, as it will keep the circulation moving. Further, he said there is residential to the west of this property and suggested increasing the wall to eight feet, in lieu of six feet, as it will provide an additional noise buffer, etc.

In response to Commissioner Hudak's question, Andres Mizrahi, P.E., Bowman Consulting, replied that the traffic study did not warrant a right turn lane into the property. Further, he said Chick-fil-A would not have enough right-of-way dedication on their property; therefore, the adjacent property owner would also have to dedicate right-of-way.

Ms. Lhota said there are many factors that go into adding a turn lane; nevertheless, Federal Highway is a FDOT roadway, and the application was approved as is by FDOT.

Thereafter, there was a brief discussion regarding the addition and steps taken to add a turn lane.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Mayor Ganz stated that Chick-fil-A would be a great addition to the community, as the one on Hillsboro Boulevard is thriving, regardless of the traffic issues. He agreed that features have been added to this location that are lacking at the other; nevertheless, there is only one real exit, which is onto Federal Highway. Thereafter, he commented on applications that he's approved throughout the years that the public was fearful of but worked. Further, he said the operational efficiencies are commendable; however, he has concerns with the location, as its in close proximity to Hillsboro Boulevard, the fire station, etc. He also expressed concerns with the foot traffic and back entrance, as he could see it as an exit, but not as another entrance. Currently, the property is vacant, and has been for years, so whatever goes there is going to create additional traffic. Mayor Ganz reiterated that the location just does not work for him.

Ms. Lhota said she understands all the concerns, especially with respect to the ingress/egress from Federal Highway; nevertheless, she asked that the item be deferred to a date uncertain, so the concerns can be thoroughly vetted.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to defer Item 5 to a date uncertain. Roll Call:

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

Nays: 0

PUBLIC HEARINGS

6. P.H. 2023-089: A Presentation of the City of Deerfield Beach Community Development Block Grant (CDBG) Fiscal Year 2023-2024 Annual Action Plan.

The title was read into the record.

There was a brief recess at 9:27 p.m. and the meeting reconvened at 9:31 p.m.

Jon Salas, Director of Community Services, highlighted a brief PowerPoint presentation. He explained that the action plan outlines activities the City anticipates providing through CDBG funds. The CDBG is a federally funded program through the U.S. Department of Housing and Urban Development (HUD); whereby, the City is an entitlement community awarded an annual funding allocation. The purpose of CDBG funds is to provide housing, a suitable living environment, and better economic opportunities for low to moderate-income city residents. CDBG eligible activities must meet one of the national objectives: benefit low- and moderate-income persons; eliminate slum or blight; or address urgent community development needs. Thereafter, he outlined some of the eligible CDBG activities, i.e., public service, rehabilitation, homeownership assistance, etc. Mr. Salas said since the City is an entitlement community, the plan must be submitted to HUD each year.

Continuing, Mr. Salas said citizen participation is vital to the success of the plan; therefore, staff held a pre-development meeting on May 1st, the public hearing is this evening and August 1st, and currently the 30-day comment period is taking place which ends August 1st. He stated that the creation of the plan was a collaborative effort between him and his staff, several city departments, the Deerfield Beach Housing Authority, and Affordable Housing Advisory Committee. The plan's priorities are to increase access to affordable housing, provide for infrastructure improvements, and increase access to public services. The proposed fiscal year 2023 - 2024 activities, water and sewer improvements, senior transportation program, and program administration. Thereafter, the income limits were displayed, as well as the City's CDBG target area. Lastly, he said the plan must be transmitted to HUD by August 16, 2023.

Mayor Ganz opened the public hearing.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, asked for clarification on the location for sewer and water improvements.

Mayor Ganz stated that the map outlines the CDBG target area; nevertheless, the City will utilize funds to

PUBLIC HEARINGS - CONTINUED

make improvements in other areas within the City.

David Santucci, City Manager, stated that if additional funds are needed in these CDBG areas, city funds can also be utilized.

Christina DiChristopher, 517 NE 6th Avenue, Deerfield Beach, said in order to be qualified as an entitlement community, does the City have to have a need for affordable housing.

Mayor Ganz closed the public hearing.

Mr. Salas stated that Deerfield Beach has been designated as an entitlement city because there are several census tracts showing that 51% or more residents are at low to moderate income levels.

Due to technical difficulties, Commissioner Preston's questions/comments were inaudible.

PUBLIC COMMENT

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commended Deerfield Beach for being a green city. Thereafter, he commented on various projects the City is working on, i.e., composting, shred program, etc. He also commented on the Interlocal Agreement with Broward County for solid waste, which provides the City with various options, i.e., converting garbage into electricity. Lastly, he commended the City for the regional beach renourishment project, which is being awarded.

John Slattery, 1455 SE 5th Place, Deerfield Beach, asked for clarification on city events, as it is being proposed to decrease funding for certain events, i.e. MLK and Juneteenth. Further, he commented on a pothole between 13th and 15th Avenues that needs attention.

Mae Francis-Fagen, 3500 SW Natura Boulevard, Deerfield Beach, commented on the decrease in funding for MLK and Juneteenth events. She said an educational component must be attached to these events, which she has suggested to the board members. Lastly, she commended the Community Services Department as the changes they have made are outstanding.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, asked that funding not be cut for District 2 events; nevertheless, she agreed that an educational component must be attached to the events, which the committee working towards.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the garbage can survey, increase in fees, and the potential for decreasing the operating mileage rate.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, thanked Commissioner Drosky for attending the Christmas in July event, and for more participation in the future. Further, she said an educational component must be attached to these events, as it is the key to participation. She also suggested that the events be broken up into more than one day, i.e. entire weekend. Lastly, she asked for a pool update, as the City is losing revenue from it being closed.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, asked if the sidewalk improvements on SW 6th Street, near the church, will be fixed and if the grass will be replaced. Further, she asked for clarification on the parking spaces as the improvements decreased the number of spaces.

David Santucci, City Manager, provided a brief update on the pool repairs, whereby, once staff receives the final inspection of the pool and it passes, it can open; however, he is unsure of the timeline.

Mayor Ganz encouraged everyone to review the budget workshop meeting where the events were discussed; nevertheless, some events were eliminated, and some combined. Thereafter, he commented on the costs and attendance for some of the events.

Commissioner Preston said the community's main concern with decreasing funding for Juneteenth is

PUBLIC COMMENT - CONTINUED

that it's still a new event, and will take time for people to see it fully come to fruition; nevertheless, in order for the event to succeed, everyone must have buy-in.

Mr. Santucci said any disturbance done to a property, staff will ensure that it is brought back to its original condition, i.e. add sod.

Mayor Ganz said the garbage can study was flawed because the photographs did not show all the garbage cans. Thereafter, photographs of the City's garbage cans were displayed. Further, with the beach being the crown jewel of the City, it is imperative that the beach be kept up to par, so the City decided to use monies from the American Rescue Plan (ARPA) to complete beach enhancements. Thereafter, photographs of garbage cans from other city beaches were displayed. Mayor Ganz said the new garbage cans will enhance all areas of the City.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

7. Resolution 2023/119 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City of Deerfield Beach Title VI Plan; providing for conflicts, implementation and an effective date.
8. Resolution 2023/120 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving subrecipient partnership agreements with Organics Recycling Foundation, Florida Introduces Physical Activity and Nutrition Youth, Inc., and Filthy Organics in a total aggregate funding amount not to exceed \$187,000.00 for the implementation of the City's Composting and Food Waste Reduction Pilot Program; authorizing execution of the three subrecipient partnership agreements; and providing for an effective date.
9. Resolution 2023/121 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the filing of the Local Government Funding Request for Fiscal Year 2024/2025 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; authorizing projects for which funding is requested; authorizing the City's ability to serve as a local sponsor; authorizing the City's ability to fund the appropriate local share of projects; approving city's funding source; providing for an effective date.
10. Resolution 2023/122 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-20-BA to FG Construction, LLC for stormwater drainage improvements to the Aquatic Center Parking Lot; authorizing the execution of a contract with FG Construction, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$700,000.00; providing an effective date. *(Funds from Account #399-5060-519-65-30 - Capital Projects Construction)*
11. Resolution 2023/123 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-03-PC for the supply and installation of an emergency generator for Lift Station No. 5 to Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems, Inc. ("Zabatt"); authorizing the execution of a contract with Zabatt, the lowest priced responsive and responsible bidder, in an amount not to exceed \$150,000.00; providing an effective date. *(Funds from Account #183-1702-529-60-43 - HGMP - Lift Station 5 Generator & Account #401-5030-536-60-31 - Lift Station Component Replacement & Hardening)*

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing for Items 7 - 11; however, there were none to speak and the public hearing was closed.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Items 7 - 11 in concert. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

12. Resolution 2023/124 - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; establishing the estimated rates for fire rescue assessments for the fiscal year beginning October 1, 2023; directing the preparation of an assessment roll; providing for a vacancy adjustment procedure; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date.

The Resolution was read by title only.

Stephanie Tinsley, Director of Financial Services, highlighted a brief PowerPoint Presentation. She stated that a study was completed in fiscal year 2019, providing a rate of \$301, which was a 100% funded residential rate; however, a rate of \$235 was adopted for fiscal years 2020, 2021 and 2022. In 2022, another study was completed, providing a rate of \$372, which was a 100% funded residential rate that would have generated a net revenue of \$21 million, and been the maximum rate allowed to cover fire assessable within the fire rescue costs over a five-year average; however, the adopted rate was \$295 for fiscal year 2023, generating a revenue of \$16.4 million, whereby, the fiscal year 2023 fire contract was \$31.7 million. Further, the initial fire consideration for fiscal year 2024 was projected at \$33.1 million, which is a \$1.5 million or 4.6% increase; therefore, staff is recommending a rate of \$310, which will generate \$800,000 or 4.6% in revenue. Ms. Tinsley said a revised consideration request was received, \$33.6 million, due to legislative changes in the employer's contribution, which became effective on July 1, 2023; therefore, the overall increase is \$1.9 million or 5.8%. The rate of \$314 would keep pace with the portion related to the fire assessable costs; however, the proposed maximum rate outlined in the resolution is \$324, which would generate an additional \$1.6 million or 8.8% in revenue; \$372 is the maximum rate the Commission can consider which would generate \$21 million based on the five-year average which did not anticipate the legislative change.

Continuing, Ms. Tinsley highlighted the fire rescue expenses and revenues for fiscal year 2023. She explained that the total fire rescue expense is \$39.1 million and the various revenues are \$21 million, so the excess of expenses over revenues is \$18.1 million, which equates to 2 mills. Should the rate remain at \$295, the excess expense from the General Fund is \$19.6 million or 1.98 mills; nevertheless, the higher the rate, the less pull on the General Fund. Thereafter, she provided examples of the costs for condos and single-family homes at each rate. Further, Ms. Tinsley said other General Fund increases are law enforcement - \$2.3 million; janitorial services; landscaping services; truck lift replacement; as well as others. She said staff is preparing the budget based on the \$310 rate; however, if a lower rate is approved, additional cuts will be needed. Lastly, she reiterated that the preliminary rate is recommended at \$324 but the Commission can go as high as \$372, which equates to 100% funding for fire assessable services; whereby, the final rate resolution will be considered in September.

In response to Mayor Ganz's questions, Ms. Tinsley replied that if the Commission decided on the \$372, another study would be needed, should the Commission desire to do another increase next fiscal year.

In response to Mayor Ganz's questions, David Santucci, City Manager, replied that the only change was the additional Florida Retirement System (FRS) contribution. Further, he said the proposed preliminary rate is \$324, but staff is preparing the budget based on the \$310 rate.

Commissioner Preston said many of our residents are still trying to get back on their feet; therefore, he spoke in opposition to \$324.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Hudak clarified that the rate established this evening can be adjusted when it comes back in September; however, at that time we cannot go higher than the preliminary rate, only lower.

Vice Mayor Parness commented on his constituencies fixed income and although they may not be able to afford the increase, they need the services fire rescue provides. Thereafter, he spoke in support of the proposed preliminary rate.

Commissioner Drosky said the fire assessment fee takes pressure off the General Fund by assessing it to the users using the service, i.e. residents. Further, he said every year the expense goes up, and asked when the City will start challenging the increases, as cost savings must be an option. He agreed that if you go high, it puts a strain on the residents, but if you go too low, the General Fund takes a hit, creating a dilemma for him.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, stated that the general reserve is at an all-time high, and monies will be coming in from the sale of the 1045 SW 11th Way property; therefore, he asked why increases must be given at all. Thereafter, he commented on the increased fees across the board, which continue to not make sense and questions that he's asked the City Manager that have not been answered.

Commissioner Hudak temporarily left the meeting at 10:23 p.m. and returned at 10:25 p.m.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said regardless of an increase or decrease, services should not change. Further, she agreed that other funding mechanisms should be used to cover these costs, i.e. 1045 property, General Fund, etc.

Mayor Ganz closed the public hearing.

In response to Commissioner Preston's comment, David Santucci, City Manager, replied that Mr. Herz has never reached out to him personally to discuss his questions; nevertheless, he did have Ms. Tinsley talk to him after the budget workshops. Lastly, he said the enterprise fund increases were discussed at length during various meetings.

Mayor Ganz encouraged Mr. Santucci to contact Mr. Herz. Further, he agreed with Commissioner Drosky, whereby, when will the cost for fire rescue services decrease. Although, he understands the concerns with increasing the fee, the alternatives are cutting the budget, cutting special events, etc. Thereafter, he commented on other increases to various fees, which have been subsidized by the General Fund in the past. Mayor Ganz stated that he does not agree with funding it 100%, as the burden is too high for some, including businesses, but agreed with the \$310, as it is not that impactful. Thereafter, he spoke in support of the \$324 preliminary rate, but said a final rate of \$310 sits better with him.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 12, adopted Resolution 2023/124. Roll Call:

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

Nays: 1 - Commissioner Preston

13. Resolution 2023/125 - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Service Assessments; adopting findings of fact; directing the preparation of an assessment roll; providing for notice; and providing an effective date.

The Resolution was read by title only.

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

DEPARTMENTAL BUSINESS - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 13, adopted Resolution 2023/125. Roll Call:

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

Nays: 0

- 14. Resolution 2023/126 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, indicating the City's official intent to issue tax-exempt bonds in an amount not to exceed \$45,200,000 to finance the costs of improvements to the City's Water and Sewer System and to use a portion of the proceeds of such bonds to reimburse expenditures paid or incurred prior to the date of issuance thereof; providing an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, stated that Item 14 coincides with Item 15, whereby, when the City wants to borrow money, staff must issue an official intent to issue tax exempt bonds. He explained that this does not commit the City to a contract or specific amount, only a not to exceed amount and will allow for future borrowing. The approved Water and Wastewater Utility Master Plan outlined the projects needed for the next 20 years; whereby, the plan identified \$57 million in capital improvements and repair and replacement projects. Further, after the rate discussion in December 2022, the data provided for a 5% annual increase and assumed the issuance of additional debt to fund the CIP projects, so the City's bond resolution requires the City to maintain rates that are adequate to cover the senior and subordinate lien debts. Thereafter, he read an excerpt from the Ordinance. Mr. Santucci said staff will be looking into two debt service options, bank note for smaller debts and a revenue bond out of the utility bond for the larger projects, which is Item 15.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if an expert was hired to make these determinations in December 2022.

Mayor Ganz closed the public hearing.

Mr. Santucci replied that the consultant's presentation regarding the Utility Master Plan is on the City's webpage.

Vice Mayor Parness commented on a tour he took of the City's water plant, whereby, Deerfield has the best water in Florida; therefore, the City must do everything they can to ensure clean water is being provided.

In response to Mayor Ganz's comment, Anthony Soroka, City Attorney, clarified that the notice of intent is so the City can make expenditures now, and should the issuance of bonds occur, the City can use those proceeds for those bonds to reimburse for those expenditures. Further, he said if the City makes those expenditures and the City does not issue something of this nature, then the City cannot be reimbursed for bonds in the future. Mr. Soroka stated that the Commission is not approving any bonds this evening, as that would come back to the Commission via an ordinance.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 14, adopted Resolution 2023/126. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

15. Resolution 2023/127 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #23-09-BA for the development of the design criteria package relating to the Anion/Ion Exchange System Treatment Upgrades for the Water Treatment Plant Operations to the top ranked proposer, Jacobs Engineering Group, Inc.; authorizing the City Manager to negotiate an agreement with Jacobs Engineering Group, Inc.; and providing for an effective date. (*Funds from Account #413-5020-533-60-31 - Improvements Other than Buildings*)

The Resolution was read by title only.

David Santucci, City Manager, said this project will be expensed then recaptured through a bond. Further, approval of the item allows staff to hire a design consultant to replace the lime softening system with the ion exchange system. He stated that the replacement of the existing treatment process is projected to be more than \$26 million and the estimated cost of the new technology is approximately \$18 million; nevertheless, the new technology provides for a cost savings and will allow staff to address the new standards set by the Environmental Protection Agency (EPA).

Vice Mayor Parness reiterated his comments that the City must do everything to provide the best water.

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

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 15, adopted Resolution 2023/127. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY - NONE****CITY MANAGER**

Commission Workshop - David Santucci, City Manager, stated that the workshop will be held at 7:00 p.m. on Thursday, July 20th to discuss the pier restaurant.

Senate Bill 543 - Mr. Santucci said this bill would allow the City to perform traffic enforcement on those who exceed 10 miles per hour within school zones, 30 minutes before the morning school zone until 30 minutes after the afternoon school zone. Further, he said staff has been in contact with vendors to seek baseline data, should the Commission desire to move forward.

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

Senate Bill 543 - Commissioner Drosky is unaware of the downside, so he tentatively supports it; nevertheless, because it is being done in other states and is such a large topic now in Florida, companies will come and access some of the areas and provide data.

Commission Workshop - Commissioner Drosky urged everyone to attend on Thursday, as he wants to hear the public's feedback.

VICE MAYOR PARNES**DISTRICT 3**

Registering to Vote - Vice Mayor Parness said a non-partisan table is set up in the lobby at City Hall every

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Friday from 9 a.m. to noon to assist people with registering to vote.

COMMISSIONER PRESTON**DISTRICT 2**

Senate Bill 543 - Commissioner Preston spoke in support of the City Manager moving forward with obtaining the data.

In response to Commissioner Preston's question, David Santucci, City Manager, replied that it would be a revenue generated contract.

Commissioner Preston said law enforcement should be able to handle the school zones but reiterated his support for seeking that data.

District 2 Meeting - Commissioner Preston said the meeting will be held at the Hillsboro Technology Center 7:00 p.m. on August 3rd.

COMMISSIONER HUDAK**DISTRICT 1**

Senate Bill 543 - Commissioner Hudak spoke in support of the City Manager moving forward with obtaining the data; however, he does not want police presence to change.

Debate - Commissioner Hudak thanked his colleagues for this evening's commentary as a lot was accomplished on good form.

MAYOR GANZ

Senate Bill 543 - Mayor Ganz agreed that he does not want this to take over the police presence as it is needed as well.

Stormy Weather - Mayor Ganz commented on the recent storms, and urged staff to ensure FP&L is responding in a timely manner, and trimming trees near powerlines and transformers.

Roadways - Mayor Ganz thanked Captain Hofstein, BSO District Chief, for the information he provided; however, speeding is still an issue and urged law enforcement to stay proactive.

Budget Overview - Mayor Ganz urged the City Manager to sit with each elected official and go over the budget. Further, if residents want questions answered, they need to reach out as well, as delivering the information, in a way everyone can understand it, is beneficial.

False Information - Mayor Ganz commented on misinformation, as well as misinterpretations and urged the community to educate themselves.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to adjourn the meeting at 11:26 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

DEERFIELD BEACH POLICE PENSION FUND

MINUTES OF MEETING

April 27, 2023

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

TRUSTEES

Andy Gianino
Robert Amata
Joe Lapenna

OTHERS PRESENT

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

PUBLIC COMMENTS

There were no public comments.

MINUTES

The Board reviewed the minutes of the meetings of January 26, 2023

A motion was made, seconded, and carried 3-0 to approve minutes of the meetings of January 26, 2023.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending March 31, 2023. He reviewed the market environment and performance through the quarter ending March 31, 2023. Growth had a great performance. Mr. West recommended taking 1% of total asset out of equity index fund and coming from the Fidelity Index Fund in equity and 1% Fidelity Inflation protection.

A motion was made, seconded, and carried 3-0 to approve the Investment Consultant Recommendation of taking 1% of Fidelity Equity Index Fund and 1% from the Fidelity Inflation protection.

Mr. West informed the Board that the fiscal year to date was up 4.83% ranking in 32nd percentile. He continued to review the report. The total equity portfolio was up 7.75% while the benchmark was up 7.15%. The total domestic equity portfolio was up 7.16 % while the Russell 3000 was up 7.18%. The international equity portfolio was up 9.57% while the benchmark was up 6.87%. The total fixed income portfolio was up 3.32% while the benchmark was up 2.58%. The total real estate portfolio was down -3.58% while the NCREIF was down - 3.16%. Mr. West continued to review the report.

ATTORNEY REPORT

Mr. Levinson presented a memo regarding the Florida statue regarding changing the Joint and Annuitant. The statue states that a member can change their Joint and Annuitant twice. The

final judgement incorporates the settlement agreement. Mr. Levinson reviewed the settlement agreement between the wife and husbands. The concern is if the Board allows him to make that change the Board can have a lawsuit due to agreement and the statute. Mr. Levinson recommendation is to not allow that change unless there is an adjustment to the divorce decree. The Board discussed the issue, the Board will accept a change once the divorce decree matches the Joint and annuitant change.

ADMINISTRATOR REPORT

Mrs. Kish presented a draft Administrative Expense Budget for Fiscal Year 2024 this is required by section 175.061 (8) (a)2 , Florida Statutes. The Board reviewed the draft budget.

A motion was made, seconded, and carried 3-0 to adopt the Administrative Expense Budget.

The Board was presented with a list of disbursements.

A motion was made, seconded, and carried 3-0 to approve the listed disbursements.

Respectfully submitted,

Andrew Gianino, Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

May 3, 2023

Eugene Steinfeld

Presiding

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

PRESENT: **Bernard Pita, Code Compliance Director**
Kenneth Pieslak, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Bethany Banyas, Code Compliance Inspector
Wendy Johnson, Administrative Assistant

For the record, Maritza Martinez Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	23030021	817 SE 9ST LLC	817 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(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 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT WAS PRESENT- NIKITA KUZNETSOV FINAL ORDER ISSUED COMPLY BY 6/23/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
2	23020113	ZIRLI BROS INC	540 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 102 – SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT- MOHAMED HOSSAIN FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading.	
				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L)(2) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	

3	23020056	EQUITY ONE (FL PORT) LLC %PROPERTY TAX DEPT	1301 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-14.(b) - Maintenance, violations, enforcement and remedies. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(13) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/23/2023 \$100 PER DAY \$80 PROSECUTION COST
4	23020057	EASTON INVESTMENTS REDUX LLC	100 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(L)(2) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- JAMES MCCAULEY GEORGE HORVATH FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY \$80 PROSECUTION COST
5	23020087	AMARAL,ADILCE	22 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL Sec. 34-35(14) - Specific noise prohibitions	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY PER VIOLATION

				Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. 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 V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	\$80 PROSECUTION COST
7	22120031	ROCKET FUEL HEADQUARTERS,INC	3248 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT – HENRY IZQUIERDO FINES IMPOSED AS OF 4/21/2023 FOR \$175 PER DAY

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
15	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 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/19/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				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 REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
16	23020107	MARK MANAGEMENT GROUP LLC	85 NE 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ISSUED

					COST WAIVED
17	23020002	BATMASIAN,JAMES H	247 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	RESPONDENT WAS PRESENT – DONALD ANDERSON EXTENDED TO 6/9/2023
18	23020091	DC ASSET PROTECTION TR LETARTE,DIANE TRSTEE	1420 SW 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 5/24/2023
20	22120034	LEWIS,ROSABELL EST	561 SW 12 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT CONTINUED TO 5/24/2023

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
28	23020062	GEORGE,ARLENE M LE GEORGE,STEPHEN ETAL	503 FREEDOM 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 WAS PRESENT- STEPHEN GEORGE FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY \$80 PROSECUTION COST
29	23020007	MAHONEY,JOSEPH C	633 NE 21 AVE, UNIT 9B, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT CONTINUED TO 6/13/2023

			BEACH, FL 33441 9B	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	
31	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 FINAL ORDER ISSUED COMPLY BY 5/19/2023 \$100 PER DAY \$80 PROSECUTION COST
32	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 FINAL ORDER ISSUED COMPLY BY 5/19/2023 \$100 PER DAY \$80 PROSECUTION COST
33	23020035	CARRANZA,ANA MARIA EYZAGUIRRE,ANA CECILIA	1012 HARWOOD C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT -ANA MARIA CARRANZA CONTINUED TO 6/28/2023
35	23030047	SHAPIRO,ALBA	1100 NEWPORT S, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 6/28/2023
39	22120178	AHZY PROPERTIES LLC	1067 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 5/19/2023 \$100 PER DAY \$80 PROSECUTION COST
40	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 – ATTORNEY TIM OLENN FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY \$80 PROSECUTION COST STATUS HEARING ON 5/24/2023
41	23010262	ROY,GILBERT LE ST- HILAIRE,JULIE LE ETAL	49 COLUMBIA 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 WAS PRESENT- PATRICK SIMARD FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY \$80 PROSECUTION COST
42	23010021	TARRANT,JENNIFER F	711 SE 1 WAY, UNIT C6, DEERFIELD BEACH, FL 33441 C6	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/28/2023 FOR \$175 PER DAY

43	23010095	MELO,ALBERTINO	4421 SW 11 PL, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/28/2023 FOR \$150 PER DAY
44	23020005	JBL RIVERTOWNE SQUARE LLC JBL RIVERTOWNE NOLENSVILLE LLC	1019 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/28/2023 FOR \$175 PER DAY

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
45	22120142	TORIBIO,YANET	4310 NE 8 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/28/2023 FOR \$125 PER DAY
48	22120062	SILVA,RAFAEL H/E SILVA,DANIELLI	316 NW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(c) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/9/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
49	22120016	BOZZOMO, FRANK/Landscape	341 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(E)(11) - Landscape Requirements.	RESPONDENT WAS PRESENT – FRANK BOZZOMO EXTENDED TO 5/19/2023
51	23040029	520 DEERFIELD LLC	520 SW 13 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT

				Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 - 88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 6/23/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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52	23040050	DEMBICZAK,ANETTA	97 SE 7 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 5/15/2023 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
A	20010135	NARDY,IGOR FAM	1421 SW 4 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 – IGOR NARDY FINES MITIGATED FOR \$2,080 TO BE PAID BY 6/28/2023
B	23020086	COUNTRY KNOLLS MHC LLC	215 NW 50 ST, DEERFIELD BEACH, FL 33064	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 10 (4) (a) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94- 10 (4) (b) - General interior maintenance requirements.	RESPONDENT NOT PRESENT VACATED THE IMPOSITION OF FINE AND CLAIM OF LIEN WITH \$80 PROSECUTION COST

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (e) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (f) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (h) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.	
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld,
Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEAC

MINUTES OF A CODE COMPLIANCE HEARING

June 13, 2023

Eugene Steinfeld

Presiding

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

PRESENT: Lenore Graber, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Winlett Banton, Special Magistrate Clerk

For the record Maritza Martinez, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
2	23050021	VILLAGE PARK OF DEERFIELD BEACH HOA INC	SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT NOT PRESENT CONTINUED TO 7/11/2023
3	23050038	JEAN,SUZE	151 NW 41 CT, UNIT 26,DEERFIELD BEACH, FL 33064 26	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/7/2023 \$100 PER DAY \$80 PROSECUTION COST
4	23050039	OLIVEIRA,PEDRO	4495 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 46 - OFFENSES Section 46-14. - Same—Encroaching on property of others.	RESPONDENT NOT PRESENT CONTINUED TO 7/11/2023
5	22080087	SANDCASTLE 1 LLC	233 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
7	23040051	JMB MANAGEMENT LLC	740 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE;	RESPONDENT WAS PRESENT- JOSEPH WISNOLD

				Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. 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 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	EXTENDED TO 8/4/2023
8	23040052	MANCINI & SONS FLORIDA LLC	1825 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98-55(c)(1)-B-3 general business.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/7/2023 \$100 PER DAY \$80 PROSECUTION COST

10	23040054	BATMASIAN,JAMES H & MARTA	101 NE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENTS WERE PRESENT – DONALD ANDERSON MOE SHEHADEH FINAL ORDER ISSUED COMPLY BY 7/7/2023 \$100 PER DAY \$80 PROSECUTION COST
11	23020057	EASTON INVESTMENTS REDUX LLC	100 N FEDERAL HWY, 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- GEORGE HORVATICH EXTENDED TO 8/4/2023
12	23020113	ZIRLI BROS INC	540 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY
13	23020087	AMARAL,ADILCE	22 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY PER VIOLATION

14	23020090	LOPEZ,ENRIQUE J & HILDA K	822 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ENRIQUE LOPEZ EXTENDED TO 8/4/2023
15	23030034	DEERFIELD STATION INVESTMENTS LLC	1240 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 7/7/2023
16	22120054	AMERICAN LEGION GLENN MILLER POST 287 INC	191 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY
17	23030030	4513 CF LLC	4513 N DIXIE HWY, UNIT 1,DEERFIELD BEACH, FL 33064 1	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards	RESPONDENTS WERE PRESENT- ATTORNEY MATTHEW WILLINGHAM SANDERS STELONE

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	CONTINUED TO 6/28/2023
20	23050035	ANGLO AMERICAN LLC	3652 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/7/2023 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
24	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 FINAL ORDER ISSUED COMPLY BY 6/23/2023 \$100 PER DAY \$80 PROSECUTION COST

25	23030014	ADAMS,MATTHEW B TRUJILLO,ELIZABETH	170 SE 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- MATTHEW ADAMS EXTENDED TO 7/7/2023
29	23040075	NORONHA,KESSIA ALVES	201 LIBERTY 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 WAS PRESENT- KESSIA NORONHA FINAL ORDER ISSUED COMPLY BY 8/4/2023 \$100 PER DAY \$80 PROSECUTION COST
35	23040061	COUNTRY KNOLLS MHC LLC	215 NW 50 ST, DEERFIELD BEACH, FL 33064/310 NW 49 St	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- EDITH SIMPKINS FINAL ORDER ISSUED COMPLY BY 8/4/2023 \$100 PER DAY \$80 PROSECUTION COST
36	23040062	COUNTRY KNOLLS MHC LLC	215 NW 50 ST, DEERFIELD BEACH, FL 33064/309 NW 49 PI	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- EDITH SIMPKINS FINAL ORDER ISSUED COMPLY BY 8/4/2023 \$100 PER DAY \$80 PROSECUTION COST
37	23040063	COUNTRY KNOLLS MHC LLC	215 NW 50 ST, DEERFIELD BEACH, FL	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- EDITH SIMPKINS

			33064/308 NW 49 St	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 8/4/2023 \$100 PER DAY \$80 PROSECUTION COST
38	23040064	OELLRICH, PEGGY	1 ISLEWOOD A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- PEGGY OELLRICH CONTINUED TO 7/11/2023
39	23050048	FAT JERRY LLC	4031 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 10 - ANIMALS Sec. 10-5. - Public nuisance Animals Chapter 10 - ANIMALS Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT WAS PRESENT- JERRY DIL ROBERTO FINAL ORDER ISSUED COMPLY BY 7/7/2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
40	23050053	GREENHUT, STEVEN E WOOTTON, JOHN D	2056 DEER CREEK WOODLAKE CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-74(a-d) -	RESPONDENT WAS PRESENT- JOHN WOOTTON FINAL ORDER ISSUED COMPLY BY 8/4/2023

				Swimming pools and spas require a fence or screen enclosure.	\$100 PER DAY \$80 PROSECUTION COST
42	23050028	SR WATER SPORTS LLC	NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-167 - Penalty provisions Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-71(e) - Lot regulations. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-87(d)(1)- Docking and mooring facilities. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- STELIOS HIOTIS FINAL ORDER ISSUED COMPLY BY 8/4/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
43	23050062	JOSEPH J VERGA REV TR VERGA,JOSEPH J TRSTEE	180 SE 3 AVE, UNIT 1- 4,DEERFIELD BEACH, FL 33441 Unit 196	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- JOSEPH VERGA MARCELLO NAKAOSHI FINAL ORDER ISSUED

					COMPLY BY 7/11/2023 \$100 PER DAY \$80 PROSECUTION COST
44	23050074	VIDAL,VERA	1312 SE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way. Chapter 46 – OFFENSES Section 46-14. - Same—Encroaching on property of others. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE	RESPONDENT WAS PRESENT- ATTORNEY VANESSA VOELK FINAL ORDER ISSUED COMPLY BY 8/4/2023 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST

				CHAPTER 94 HOUSING; Sec. 94-8 (b) (1) - Minimum standards for interior of structures. 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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
46	23030033	KHATCHHIRIAN,YESSAI	3028 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/7/2023 \$100 PER DAY \$80 PROSECUTION COST
47	23040005	MEADOWRIDGE EAST ASSN INC	1993 SW 15 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	RESPONDENTS WERE PRESENT-STACY SUNANOS JUDY CLEM FINAL ORDER ISSUED COMPLY BY 6/28/2023

					\$100 PER DAY \$80 PROSECUTION COST
48	23020031	FACE,DEBRA	268 OAKRIDGE P, UNIT 268,DEERFIELD BEACH, FL 33442 268	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 7/7/2023 \$100 PER DAY \$80 PROSECUTION COST
52	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 FINES IMPOSED AS OF 6/3/2023 FOR \$250 PER DAY
53	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 FINES IMPOSED AS OF 6/3/2023 FOR \$250 PER DAY
54	23040003	FERREIRA,SERGIO & BRUNILDA	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 FINES IMPOSED AS OF 6/9/2023 FOR \$250 PER DAY
56	23020036 Attorney	ECON REAL ESTATE LLC	48 WESTBURY B, UNIT	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- ATTORNEY TIMOTHY OLENN

	Timothy H. Olenn		48,DEERFIELD BEACH, FL 33442	ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	EXTENDED TO 6/23/2023
57	22120202	RIVERA,NICHOLAS J H/E RIVERA,MELISSA	1051 VELEIROS BLVD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY
58	23030025	YOSS PRASHKOVSKY LLC	311 NW 42 CT, UNIT 101,DEERFIELD BEACH, FL 33064 101	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 6/9/2023 FOR \$100 PER DAY
59	23010262	ROY,GILBERT LE ST-HILAIRE,JULIE LE ETAL	49 COLUMBIA 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 WAS PRESENT- ROY GILBERT EXTENDED TO 7/7/2023
60	23030050	641 SE 20TH AVE LLC	641 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY
61	23020017	ALZATE,RAMON	720 NE 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- RAMON ALZATE EXTENDED TO 7/7/2023

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
62	23040002	WEINSTOCK, EVAN S	1158 SW 44 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY
63	22120153	SHREE SAI PROPERTIES LLC	100 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- URMIL PATEL EXTENDED TO 8/4/2023
64	22120204	SAMPLES, MARILENE STAROPOLI, PASQUALE	1266 S MILITARY TRL, UNIT 554, DEERFIELD BEACH, FL 33442 554	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
65	23020062	GEORGE, ARLENE M LE GEORGE, STEPHEN ETAL	503 FREEDOM 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
66 Thru 81	23010172	GVR FLORIDA LLC	1060 CRYSTAL LAKE DR, UNIT 201, DEERFIELD BEACH, FL 33064 201	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 6/9/2023 FOR \$100 PER DAY

82	22120093	SML DEERFIELD BEACH LLC	2030 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY
84	22120062	SILVA,RAFAEL H/E SILVA,DANIELLI	316 NW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(c) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY PER VIOLATION
85	23010244	FKH SFR C1 LP %FIRST KEY HOMES LLC/Landscape	650 NW 3 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
86	23030067	BLUNT,O & BIRDIE M	132 SE 3 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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY PER VIOLATION
87	22120238	HUBER,SCOTT	205 SE 10 ST, UNIT 2E, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- SCOTT HUBER

			BEACH, FL 33441 2E	ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	CONTINUED TO 7/11/2023
88 Thur 142	21010139/ BO ARD MEMBER	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 9/8/2023
143	23040007	COMMON AREA	1100 SE 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(I)(7) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 7/7/2023
145	23050047	BLANTON,DANA	474 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT-STELIOS HDTIG FINDING OF FACT ORDER ISSUED COST WAIVED
150	23050022	LAWSON,ELIZABETH EST	548 NW 2 TER, 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. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 PER DAY PER VIOLATION

				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. Chapter 94 MIN HOUSE	
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				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	
151	23060001	DEERFIELD DEVELOPMENT RESOURCES LLC	414 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
A	19100175 Attorney Ele Zachariades	TIVOLI PARK MASTER ASSN INC %NEAL PROPERTY MANAGEMENT	901 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-5.(b) - Permits. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ATTORNEY SARAH THOMPSON DONALD ANDERSON FINES MITIGATED TO \$10,000 TO BE PAID BY 7/11/2023
B	19080005	MARCELUS,GABELUS	1080 SW 14 ST, DEERFIELD BEACH, FL 33441 A-B	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.	RESPONDENTS WERE PRESENT- MUNEL FILUS MERY TENENDAUM MENDEL SPIELMAN FINES MITIGATED TO \$7,500 TO BE PAID BY 7/11/2023

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	
C	22120027	HELENE SMITH REV TR SMITH, HELENE G TRSTEE	330 SE 19 AVE, UNIT I, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- HELEN SMITH SHERRI LUKACH FINES MITIGATED TO \$1,080 TO BE PAID BY 8/8/2023
D	21050047	PATRICIO, MAITE LOURERIO	501 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 10 - ANIMALS Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT- BIANCA BATISTA PATRICIO MAITE FINES MITIGATED TO \$5,580 TO BE PAID BY 12/12/2023

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
E	17030105	PATRICIO, MAITE LOURERIO	501 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENTS WERE PRESENT- BIANCA BATISTA PATRICIO MAITE FINES MITIGATED TO \$7,500 TO BE PAID BY 12/12/2023
F	16110037	STANLEY,MARY EST	549 NW 2 Way DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS PRESENT- WILLIAM STANLEY FINES MITIGATED TO \$5,000 TO BE PAID BY 7/11/2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

June 28, 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
Roy Davis, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Winlett Banton, Special Magistrate Clerk

For the record Maritza Martinez, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	23050054	ROGER A DE WEEVER REV TR DE WEEVER,ROGER TRSTEE	733 SE 1 WAY, UNIT 310,DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT- ATTORNEY VALANCY & REED ROGER A DE WEEVER CONTINUED TO 7/26/2023
4	23050064	INFINITE 786 HOLDINGS LP	1299 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$175 PER DAY \$80 PROSECUTION COST
5	23050071	Y&T PROPERTIES LLC	3280 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-14.(a) - Maintenance, violations, enforcement and remedies. Chapter 102 - SIGNS Section 102-8.(c)(3)(a)(1) - Signs allowed. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT-TING TONG FINAL ORDER ISSUED COMPLY BY 8/18/2023 \$115 PER DAY \$80 PROSECUTION COST

				Section 14-106(b) - Minimum standards for yard and landscape areas.	
6	23050083	RUBIO,ISAURO	560 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - 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 BSO ENFORCED - REGULATION Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/8/2023 \$250 PER DAY PER VIOLATION RESPONDENT NOT PRESENT CERTIFIED WITH COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
7	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- ASSISTANT UNITED STATES ATTORNEY FELIPE PLECHAE-DIAZ, JOEL ZEMACH POST MASTER MICHAEL SEDA MAINTENANCE CYRUS BLACK SHEAR CONTINUED TO 11/29/2023
9	23030021	817 SE 9ST LLC	817 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 7/21/2023
10	23060004	STENGEL,ARTHUR 1024 REVOCABLE TR	1024 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and placement of objects in the right-of-way.	VACATE ORDER ISSUED
11	23060069	120 ELLER LLC	109 NW 1 ST, 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 6/27/2023 \$500 PER VIOLATION RESPONDENT NOT PRESENT
12	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 FINES IMPOSED AS OF 6/23/2023 FOR \$100 PER DAY
13	23040013	SHOPPES AT DEERFIELD LLC	814 S FEDERAL HWY, 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-MARK WEBER CONTINUED TO 7/26/2023
14	23040071	SARKIS,CLAUDE LE SARKIS,GABRIEL & SARKIS,JONATHAN	3042 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 NOT PRESENT CONTINUED TO 7/26/2023

17	23050004	ZAYNAH PROPERTY LLC	109 SE 15 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-RACHEL DICKERSON FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$125 PER DAY \$80 PROSECUTION COST
19	23050009	BRNO INVESTMENT LLC	1182 SE 2 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 WAS PRESENT-GENIZA MADDEN CONTINUED TO 7/26/2023
20	23050010	WLADYKA,IWAN	1001 SE 6 AVE, UNIT 109B,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 7/21/2023 \$225 PER DAY \$80 PROSECUTION COST
21	23050011	GRANDE ASSOCIATES OWNER LLC % LANDMARK COMPANIES LLC	3800 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- SUZANNE PAVLIK CONTINUED TO 7/26/2023

22	23050015	WALSH,PATRICIA WALSH,STEVEN	465 DEER CREEK RUN, 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-STEVEN WALSH CONTINUED TO 8/23/2023
23	23050016	CASANOVA COELLO,ADRIAN FRANCISCO	4024 NW 5 DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$150 PER DAY \$80 PROSECUTION COST
24	23050020	DOS SANTOS,GEOFFREY SOUZA GOLTZENE- BUGG,LIANE CATHERINE	4354 VELEIROS AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$150 PER DAY \$80 PROSECUTION COST
25	23050069	TELLO,MARIA ALEJANDRA NAVAS,DANIEL ANTONIO	340 OAKRIDGE S, UNIT 340,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- MARIA TELLO CONTINUED TO 8/23/2023
26	23040059	CARUSO,PARIS ANN	1006 BERKSHIRE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-MARCIO CABRAL CONTINUED TO 7/26/2023

27	23040060	INNOCENT,VILNEY J	351 SW 14 PL, 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-VILNEY INNOCENT FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$125 PER DAY \$80 PROSECUTION COST
28	23040066	LE,BRIAN LE,MINH	4081 ROSA DR, 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- BRIAN LE FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$115 PER DAY \$80 PROSECUTION COST
34	23060067	MID-95 INC %PENELOPE FRITZER	1749 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT-PENELOPE FRITZER FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$100 PER DAY \$80 PROSECUTION COST
35	23060065	SAMPLE LAKE PROPERTY LLC	1301 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES	RESPONDENTS WERE PRESENT-

				ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	ATTORNEY RICHARD R. COKER LINDA POLLY CONTINUED TO 7/26/2023
36	23060066	ROWAN CONST CO INC % ROBIN SCHAFFER	1001 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT-CINDY MARSH FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$100 PER DAY \$80 PROSECUTION COST
37	23060064	SAMPLE ROAD PROPERTIES LLC	1101 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS PRESENT-CINDY MARSH FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$100 PER DAY \$80 PROSECUTION COST
38	23060072	SAMPLE LAKE PROPERTY LLC	1501 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENTS WERE PRESENT- ATTORNEY RICHARD COKER LINDA POLLY CONTINUED TO 7/26/2023
39	23040029	520 DEERFIELD LLC	520 SW 13 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT-KENON DAVIS

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	FINES IMPOSED AS OF 6/23/2023 FOR \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
40	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 FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$150 PER DAY \$80 PROSECUTION COST
41	23030047	SHAPIRO,ALBA	1100 NEWPORT S, DEERFIELD BEACH, FL 33442	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 7/21/2023 \$225 PER DAY \$80 PROSECUTION COST
43	23020035	CARRANZA,ANA MARIA EYZAGUIRRE,ANA CECILIA	1012 HARWOOD C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ANA CARRANZA ANA DELEBNIBUS CONTINUED TO 7/26/2023
45	23040038	POWELL,CONSTANCE M	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 NOT PRESENT- FINAL ORDER ISSUED

					COMPLY BY 7/21/2023 \$150 PER DAY \$80 PROSECUTION COST
46	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- FINAL ORDER ISSUED COMPLY BY 7/21/2023 \$150 PER DAY \$80 PROSECUTION COST
47	22120178	AHZY PROPERTIES LLC	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 CERTIFIED WITH \$80 PROSECUTION COST
48	23040048	FKH SFR C1 LP %FIRST KEY HOMES LLC	2703 SW 14 DR, DEERFIELD BEACH, FL 33442	Chapter 46 – OFFENSES Section 46-14. - Same—Encroaching on property of others.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/23/2023 FOR \$250 PER DAY
49	23050042	FLORIDA DEPT OF TRANSPORTATION OFFICE OF RIGHT OF WAY	NW 38 ST, DEERFIELD BEACH, FL 33064	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	RESPONDENT WAS PRESENT- DERRICK STILLWELL EXTENDED TO 7/21/2023

				ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
50	23040018	PANJON CORP	4402 NW 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 4ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/23/2023 FOR \$100 PER DAY
51	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 FINES IMPOSED AS OF 6/23/2023 FOR \$150 PER DAY
52	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	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/23/2023 FOR \$150 PER DAY
53	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 FINES IMPOSED AS OF 6/23/2023 FOR \$200 PER DAY
54	23040010	BURZO MOTORI LLC	4391 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/23/2023 FOR \$150 PER DAY

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
55	23010241	PEIXOTO,RONAILDO	503 DURHAM R, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/23/2023 FOR \$150 PER DAY
56	23010258	MAISEL,E FRED & RHODA LE AIKEN,CHERYL & MAISEL,NEIL L	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- JEFF GOLDSTEIN EXTENDED TO 7/21/2023
60	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 FINES IMPOSED AS OF 6/23/2023 FOR \$250 PER DAY
61	23030009	MOSS,RICHARD	1501 SE 15 CT, UNIT 503,DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/23/2023 FOR \$200 PER DAY
62	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.	RESPONDENT NOT PRESENT

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES IMPOSED AS OF 6/23/2023 FOR \$115 PER DAY PER VIOLATION
63	23040005	MEADOWRIDGE EAST ASSN INC	1993 SW 15 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
64	23020036	ECON REAL ESTATE LLC	48 WESTBURY B, UNIT 48, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 6/9/2023 FOR \$100 PER DAY
65	23030030	4513 CF LLC	4513 N DIXIE HWY, UNIT 1, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS \ Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENTS WERE PRESENT- ATTORNEY MATT WILLINGHAM EDWIN FLORES NO ORDER ISSUED

				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.	
66	23050048	FAT JERRY LLC	4031 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 10 - ANIMALS Sec. 10-5. - Public nuisance Animals Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT CERTIFIED WITH COST
67	23030027	STANCEL NOWAK,JUSTYNA STANCEL,JADWIGA	1040 SE 4 AVE, UNIT 329,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 CERTIFIED WITH COST

69	23010035	VIA VENEZIA LLC	2898 DEER CREEK VIA VENEZIA, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 7/26/2023
73	23050070	GALLAGHER,LISA M	880 NE 49 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - 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.	RESPONDENT WAS PRESENT- LISA GALLAGHER CONTINUED TO 7/26/2023

				Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED-REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (2) - Minimum standards for exterior 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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
74	23060002	KOUKOULARIS,ROULA	1233 SE 8 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY	RESPONDENT NOT PRESENT CONTINUED TO 7/10/2023

				Section 34-121 - Declaration of nuisance. 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 VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
75	23050078	METZLER,MARK	900 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUANCE DENIED FINAL ORDER ISSUED COMPLY BY 8/4/2023 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - 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 14-74 - Display of street numbers on buildings. 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 VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES	
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				ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
A	22120060	MESADIEU,SIPHORDIEU & VITONNIA VILARMAN,AFANDUE EST	201 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT VACATED FINAL ORDER WITH \$80 PROSECUTION COST
B	23020006	MICHELE A MIGLINO REV TR	159 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT VACATED THE IMPOSITION OF FINE AND CLAIM OF LIEN WITH \$80 PROSECUTION COST

C	21050009	KARKER,HAROLD	941 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- HAROLD KARKER FINES MITIGATED FOR \$10,000 TO BE PAID BY 8/23/2023
D	22120107	PIERRE,SMITH & GISELE	440 SW 15 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-14. - Same— Encroaching on property of others.	RESPONDENTS WERE PRESENT- SMITH PIERRE GISELE PIERRE FINES MITIGATED FOR \$1,300 TO BE PAID BY 8/23/2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
July 12, 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 Chair Belton.

Roll call:

Present: Joseph Cummings, Alternate
Mark Damiano, Alternate
Tinka Ellington
Harry Belton, Chair
Terrance Glunt, Vice Chair

Also Present: Christopher Suneson, Assistant Director of Planning and Development Services
Bonnie Jacobson, Senior Planner
Debra Reese, Assistant City Attorney
Yadzia Roa, Assistant City Clerk

Absent: Jack Hugentugler

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Damiano to approve the June 28, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

Bonnie Jacobson, Senior Planner, asked that Item #7075 be discussed prior to Item #7088.

There was no objection from the Board.

**#7075 Gary Rollins Rev. Living Tr.
1258-1284 SW 1 Way
Roof Change**

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

The applicant's representative provided samples of the dimensional shingles.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7075 as submitted. The motion CARRIED by unanimous vote.

**#7088 AT&T Mobility
50 SE 20TH Ave
Minor Site Plan/ Elevation Revisions**

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

Ryan Sharrer, representing the applicant, explained that the AT&T wiring facility, which is currently on the northwest rooftop, will be moved to the northeast corner of the rooftop and enclosed by screen walls, which will match the paint and stucco.

In response to board member questions, Mr. Sharrer replied that the equipment will be moving, but the walls will remain; nevertheless, new screening will be added to the equipment once moved. Further, the antennas are six feet and the proposed walls will be seven feet.

Mr. Damiano made a motion, seconded by Ms. Ellington to approve Item #7088 as submitted. The motion CARRIED by unanimous vote.

**#7077 Trail Plaza
Thru 1801-1919 W. Hillsboro Blvd.
#7087 Designer Signs**

Items #7077 thru #7087 were discussed concurrently but voted on separately.

Bonnie Jacobson, Senior Planner, explained that Trail Plaza has a Master Sign Plan, whereby, all sizes match; but due to the proposed styles, each sign has its own case. Thereafter, she displayed images captured via Google maps.

Glen Welden, representing the applicant, provided renderings of the proposed designer signs and provided a brief explanation of the difference between regular channel letters and a designer sign.

Ms. Jacobson said the sizes and location are compliant and will remain the same with the Master Sign Plan; however, the style and colors of the signs will change.

In response to board member questions, Chris Suneson, Assistant Director of Planning and Development Services, replied that staff is reviewing a proposed expansion of this plaza, as the owner will be investing into the plaza.

Mr. Welden said the Daylerh Barber Shop will be a front lit/back lit designer sign with a contour background.

Per Vice Chair Glunt's request, Ms. Jacobson displayed images from the Master Sign Plan, which displayed where each tenant is located.

In response to board member questions, Ms. Jacobson replied that the City requires standard font and colors, registered trademarks are allowed per State Law, and the designer signs need board approval.

In response to board member questions, Mr. Welden replied that the designer signs cost 45-65% more than the channel letters. Thereafter, he provided a brief overview of each sign and stated that the signs would have a two-week turnaround. Further, Thai Delight was adamant about the word 'Restaurant' but there is a provision in the Code that allows for only two lines of letters; therefore, 'Restaurant' will come out on an angled bar and mounted in front of the word 'Thai'. Mr. Welden said that the maximum width for Florida Internal Medicine Associates is 32 square feet. Deerfield Beach Chiropractic will show black during the day and white at night because the letters are perforated. The letters displayed for Deerfield Beach Chiropractic are part of the tenant's logo. Lastly, the Artistic Nails & Spa sign will have a three 3 inches deep return.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7077 as submitted. The motion CARRIED by unanimous vote.

Ms. Ellington made a motion, seconded by Vice Chair Glunt to approve Item #7078 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7079 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7080 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7081 as submitted. The motion CARRIED by unanimous vote.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7082 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7083 as submitted. The motion CARRIED by unanimous vote.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7084 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7085 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7086 as submitted. The motion CARRIED by unanimous vote.

Vice Chair Glunt made a motion, seconded by Mr. Cummings to approve Item #7087 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, stated that there will be a meeting on July 26th.

ADJOURNMENT

Vice Chair Glunt made a motion, seconded by Mr. Cummings to adjourn the meeting at 8:09 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - August 15, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, August 15, 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 15, 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 15, 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 15, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/86900134870?pwd=bTlVMkdOQzJ6b2JlN29pVWRYWmNxdz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 869 0013 4870#, Participant ID: #, Passcode: 794362#

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 15, 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. 2023-2050

Agenda Date: 8/15/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Robert Amante to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach; 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 Police Pension Board (the "Board") is comprised of five members; two are elected by the police officers, two are selected by the City Commission and the 5th is appointed by the Board.

Current Activity

Robert Amante has expressed interest in continuing to serve on the Police Pension Board and has been nominated by Commissioner Michael Hudak. Upon approval, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING ROBERT AMANTE
TO THE BOARD OF TRUSTEES OF THE MUNICIPAL POLICE
OFFICERS' RETIREMENT TRUST FUND OF THE CITY OF
DEERFIELD BEACH; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 185.05, Fla. Stat., the City Commission created the Board of Trustees (the "Board") of the Municipal Police Officers' Retirement Trust Fund (the "Trust Fund"), which is responsible for administering the Trust Fund; and

WHEREAS, pursuant to Section 185.05, Fla. Stat., the City Commission appoints two of the five members of the Board; and

WHEREAS, Robert Amante has expressed an interest to continue to serve on the Board and seeks reappointment.

**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. Robert Amante is hereby appointed to serve as a member of the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund for a term commencing on October 1, 2023 and expiring on September 30, 2027.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: July 7, 2023

The attached application from Robert Amante for the

Board of Trustees - Police Pension Board has been received.

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

☒ Regular Member

☐ Alternate Member

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

Signature:

Date:

Appointing
Elected Official:

☐ Mayor Bill Ganz

☐ Vice Mayor Bernie Parness

☒ Commissioner Michael Hudak

☐ Commissioner Ben Preston

☐ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

JUN 5 2023

CITY CLERK'S OFFICE

June 29, 2023

Robert Amante
1432 SE 8th Street
Deerfield Beach, FL 33441

RE: Board of Trustees – Police Officer's Retirement Board

Dear Mr. Amante:

Your current term on the **Board of Trustees – Police Officer's Retirement Board** of the City of Deerfield Beach expires on September 30, 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 Board of Trustees – Police Officer's Retirement 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 it 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.

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

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

Sincerely,

Heather Montemayor, CMC, City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's office by August 1, 2023. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Police Officer's Retirement Board.

☐ I can no longer serve.

Robert Amante (sign here)



BOARD OF TRUSTEES POLICE OFFICER'S RETIREMENT TRUST FUND

Creating Authority:

Ordinance No. 1130 under Authority of Florida Statutes Chapter 185.
Amended - Ordinance No. 1986/39

Method of Appointment:

Two (2) Residents selected by Commission for Four (4) Year Terms
Two (2) Police Officers elected by Police Officers for Four (4) Year Terms
One (1) Resident selected by the previous four (4) members and confirmed by Resolution
** Ordinance 2011/037 – extended terms from two (2) years to four (4) years for elected and appointed members.

Financial Disclosure:

Required

Compensation:

None. However, may receive expenses and per diem as provided by law.

Liaison:

Amanda Kish, Pension Resource Centers, 561-855-2210

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time, be prescribed by Chapter 185.06 (F.S.) and/or amendments thereto as may be duly enacted.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Richard Giuffreda Board (5 th Member) Chairman			SELF	2022/147	09/06/22	09/30/26
Robert Schnakenberg Employees (Elected)			SELF	2021/122	08/17/21	09/30/25
Andrew Gianino Employees (Elected)			SELF	2022/148	09/06/22	09/30/26
Giuseppe Lapenna (Commission)			SELF	2022/126	08/02/22	09/30/26
Robert Amante (Commission)			NEW	2019/004	01/15/19	09/30/23

REVISED 09/08/22



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2078

Agenda Date: 8/15/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Aaron LoCascio as a regular member to fill an unexpired term on the Marine Advisory Board; 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 Marine Advisory Board (the "Board") was created to develop information and provide recommendations for programs, regulations, and other actions to ensure a well maintained, safe, healthy, and friendly environment for the residents of the City and visitors to the City. Pursuant to City Code Section 2-210.7(a), each elected official shall appoint one regular member and one alternate member to the Board.

Current Activity

On January 19, 2023, Katherine Hendrickson resigned as a regular member of the Marine Advisory, creating a vacancy. Aaron LoCascio has expressed an interest in serving on the Board and has been nominated by Mayor Bill Ganz to serve as a regular member to fulfill the unexpired term. Upon approval, the Board will consist of four regular members with one vacancy and two alternates with three vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA, APPOINTING AARON
LOCASCIO AS A REGULAR MEMBER TO FILL AN
UNEXPIRED TERM ON THE MARINE ADVISORY BOARD;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) created a Marine Advisory Board (“Board”) pursuant to Section 2-210.6 of the City’s Code of Ordinance (the “Code”) to develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City; and

WHEREAS, pursuant to Section 2-210.7(a) of the Code, the Board shall be composed of five regular members and five alternate members with each Commissioner appointing one regular and one alternate member; and

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

WHEREAS, on January 19, 2023, Katherine Hendrickson resigned as a regular member of the Board, creating a vacancy; and

WHEREAS, Aaron LoCascio has expressed an interest in serving on the Board as a regular member of the Board to fulfill the unexpired term.

**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. Aaron LoCascio is hereby appointed to serve as a regular member of the Board for a term commencing on August 16, 2023, and expiring on May 15, 2025.

Section 3. Aaron LoCascio shall serve without compensation.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: July 18, 2023

The attached application from Aaron LoCascio for the

Marine Advisory 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.

 August 1st, 2023

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.



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Planning and Zoning and Marine Advisory Board

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

Name Aaron LoCascio

Address 615 SE 12th Ave

City Deerfield Beach State Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone Work/Mobile Phone (561) 756-0123

E-mail aaron.locascio@gmail.com

Employer Retired

Address

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

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

None

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

Academic: Degrees, Diplomas

Graduated with an associates degree in accounting from Valencia College.

Professional: Certification(s)

Founder of an INC 5000 fastest growing company.

Knowledge: Training, interest or experience

Founder, CEO, & Chairman of a company in a highly regulated industry. Growing to over 350 employees operating out of 11 locations. Headquartered in Boca Raton Florida. Grew to over \$200mm in sales before retiring in 2021.

Community Involvement: List organizations/positions

Providing support to Chip LaMarca + team regarding a marine initiative from Deerfield 2 Lauderdale

Organizations: Memberships

Y.P.O (Young Presidents Organization)

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:  Aaron LoCascio

Date: 07/17/23

Print Name: Aaron LoCascio

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

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

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



MARINE ADVISORY BOARD

Creating Authority:

Ordinance No. 2013/020

Method of Appointment:

Ordinance No. 2013/020 - Five (5) Regular Members; Five (5) Alternate Members

Qualifications:

All members of the board shall either reside with the City or have his/her principal place of business in the City with preference to city residents.

Financial Disclosure:

None

Compensation:

None

Liaison:

Patrick Bardes, Coastal and Waterway Coordinator, (954) 480-1426

Meeting Dates:

3rd Thursday of each month, 6:00 p.m. in the City Commission Chambers, City Hall

Functions and Responsibilities:

The Marine Advisory Board shall develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City.

The Board shall elect a chair and a vice chair to preside at its meetings and shall also elect such other officers, as the Board may deem necessary.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			HENDRICKSON			5/15/25
Sacha Ramon (District 1)	944 SE 5 th Street Deerfield Beach, FL 33441	305-610-0655	SELF	2023/075	05/02/23	5/15/27
VACANT (District 2)			NEW			
Melvin Nass (District 3)	3081 Oakridge U Deerfield Beach, FL 33442	684-6881	SELF	2021/067	05/04/21	5/15/25
Chauncey Chapman (District 4)	191 NW 47 th Ave Deerfield Beach, FL 33442	510-506-2500	NEW	2021/102	07/20/21	05/15/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
Aristotle Ginarte (District 1)	519 NE 6th Ave Deerfield Beach, FL 33441	954-383-6700	NEW	2023/075	05/02/23	5/15/27
VACANT (District 2)			NEW			
Robert Streather (District 3)	1047 NE 34th CT Oakland Park, FL 33334	954-913-9142	NEW	2021/040	04/06/21	5/15/25
VACANT (District 4)			CHAPMAN			5/15/25



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2041

Agenda Date: 8/15/2023

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 Special Event Permit Application submitted by the Sheriff's Foundation of Broward County, Inc. for the "Italian Festival on the Beach" Special Event taking place at 2096 NE 2nd Street on October 21, 2023 from 7:00 am to 11:45 pm; approving a waiver of fees; and providing for an effective date. (Funds from Account #001-7015-579-10-02 - Overtime)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$3,380 (in Fee Waiver requests)

Account Name: Overtime

Account Number: 001-7015-579-10-02

Background/History

The Sherriff's Foundation of Broward County, Inc., a 501(c)(3) organization, (the "Applicant") intends to hold its Italian Festival on the Beach from 7:00 a.m. through 11:45 p.m on October 21st, 2023 (the "Event") at 2096 NE 2nd Street, Deerfield Beach. The Italian Festival Event was hosted at Deerfield Beach once before in 2019 by the Rotary Club.

According to the Special Event Permit Application submitted by the Applicant (the "Application"), the Event will consist of a festival along Ocean Way open to the public.

Current Activity

The Applicant intends to serve alcohol at the Event, requiring City Commission approval for the Event in accordance with Section 2-542(a)(16) of the City Code. The Applicant is requesting a waiver of parking fees, staff fees, and road closures. The applicant is asking the commission to waive all city-associated fees for a total of \$3,380.00 in fee waivers (collectively, the "Fee Waiver"). Below is a breakdown of the fees:

Fee Waivers Requested

Location:	Ocean Way and Pier Parking Lot			
Date:	Time:	Rate:	# of Spaces	Total
10/21/2023	Daily Rate	\$25 Per Day	39	\$975.00
Special Events Staff Cost:	6:00 AM-11:00 PM	\$45 HR	17 hours	\$765.00
Parks Maintenance Staff	5:00 AM-8:00 AM	\$100 HR	6 Hours	\$600
Cost:	9:00 PM-12:00 AM			

Sanitation Staff Cost:	10:00 AM-11:00 PM	\$80	13 Hours	\$1,040
Total:				\$3,380

The applicant must also pay for the required public safety personnel if the Fee Waiver is approved. This includes BSO deputies, EMS, and fire inspection officers, as determined by BSO.

Recommendation

Staff supports the special event application being approved.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE SHERIFF'S FOUNDATION OF BROWARD COUNTY, INC. FOR THE "ITALIAN FESTIVAL ON THE BEACH" SPECIAL EVENT TAKING PLACE AT 2096 NE 2ND STREET ON OCTOBER 21, 2023 FROM 7:00 AM TO 11:45 PM; APPROVING A WAIVER OF FEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sheriff's Foundation of Broward County, Inc. (the "Applicant") intends to hold its "Italian Festival on the Beach" event at 2096 NE 2nd Street in the City of Deerfield Beach (the "City") on October 21, 2023 from 7:00 a.m. to 11:45 p.m. (the "Event"); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the "Application"), the Event is open to the public and will include food vendors serving various Italian specialties, live music and entertainment for the entire family; and

WHEREAS, the Applicant is requesting a waiver of parking fees, staff fees, and fees associated with road closures, for a total fee waiver request of \$3,380.00 for the Event (collectively, the "Fee Waiver"); and

WHEREAS, the Applicant will be closing a portion of a local road, and will be selling alcohol at the Event, thereby requiring City Commission approval for the Event in accordance with Section 2-542(a) of the City Code; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Fee Waiver, subject to compliance with all applicable federal, state, and local laws.

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 Application for the Event, including the Fee Waiver, subject to compliance with all applicable federal, state, and local laws, the City's special event regulations, and submission of the required proof of insurance and agreement to indemnify, defend, and hold the City harmless from claims related to the Event.

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

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information	Organization Name: Sheriff's Foundation of Broward County Inc		Today's Date: 6/7/2023			
	Contact Name: Elizabeth Justen		Email Address: ejusten@sheriffsfoundationofbroward.org			
	Contact Phone (Home): 9542573253		Contact Phone (Cell): 9542701222			
	Address: 3200 SW 42nd Street		Fax:			
	City: Fort Lauderdale	State: FL	Zip Code: 33312			
	Is this Organization ☐ For Profit ☒ Nonprofit* *If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					
Event Information	Name of Event: Italian Festival on the Beach		Event Date: 10/21/2023			
	Event Address: 2096 NE 2nd Street		City: Deerfield Beach			
	State: FL	Zip Code: 33441	Event Category: Festival			
	Purpose of Event: Family event by the beach to raise funds to support the Sheriff's Foundation of Broward County.					
	Description of Event: Food vendors serving various italian specialties, live music, and entertainment.					
		Date	Day	Start Time	End Time	Anticipated Attendance
	Setup	October 21,2023	Saturday	7:00am	11:30am	30
	Event Day 1	October 21,2023	Saturday	12:00pm	10:00pm	2000
	Event Day 2					
	Event Day 3					
Break Down	October 21,2023	Saturday	10:00pm	11:45pm	30	
# of years event has been in existence? 1		Past Attendance: 2019				
Previous Location(s): 2096 NE 2nd Street Deerfield Beach, FL 33441						
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary). Signature of Property Owner: Date: 7/13/23 Phone: 9547320855 Printed name of Property Owner: Claude Dubois						

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park. N/A													
	Will your event require the use of the beach? ☐ Yes ☒ No													
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.													
	Will your event need additional sanitation supplies? ☒ Yes ☐ No													
	Will you require the use of additional City staff/equipment? ☒ Yes ☐ No													
	Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No													
	If yes, how many spaces are you requesting? 													
	Will you require parking spaces along Ocean Way? ☒ Yes ☐ No													
	If yes, how many spaces are you requesting? 19													
	Will you require parking spaces at the Pier Parking Lot? ☒ Yes ☐ No													
If yes, how many space are you requesting? all of them														
Will your event require use of the City Showmobile? ☐ Yes ☒ No														
*A Showmobile Application must be filled out & submitted if using the City Showmobile.														
Are you requesting any of the above fees to be waived by the city? ☒ Yes ☐ No														
If yes, what fees are you requesting waived?														
requesting all fees waived														
All waiver of fee requests below must be approved by the City Commission.														
Vendor Information	Will your event be serving food? ☒ Yes ☐ No Number of Food Vendors: 16													
	Where will the food be prepared? On Site Method used for cooking: Charcoal & Electric													
	Vendor list provided to the City? ☐ Yes ☒ No													
	Food vendors have all permits/licenses required? ☒ Yes ☐ No													
	Number of other vendors: 0 Vendor list provided to the City? ☐ Yes ☒ No													
Additional BSO/Building Requirements	Will there be alcohol at this event? (Must be approved by City Commission) ☒ Yes ☐ No													
	If yes, has liquor license been issued? ☐ Yes ☒ No													
	If you answer yes to any of the below questions, a permit may be required													
	Will you be using any tents for your event? ☒ Yes ☐ No													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Tent Size</th> <th style="width: 20%;"># of Tents</th> <th style="width: 50%;">Tent Location</th> </tr> </thead> <tbody> <tr> <td>10x10</td> <td>10</td> <td>Ocean Way</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Tent Size	# of Tents	Tent Location	10x10	10	Ocean Way						
	Tent Size	# of Tents	Tent Location											
	10x10	10	Ocean Way											
	Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited													
Will you be using a stage for your event? ☒ Yes ☐ No														
Will your event require electricity? ☐ Yes ☒ No														
Type of electrical power to be used: Generator														
Will a generator be used? ☐ Yes ☐ No Size of Generator: Over 5KW (5000 Watts)														
***A generator over 5KW/5000 Watts will require an additional permit.														
Will gas equipment be used? ☒ Yes ☐ No														
Type of fuel source: Propane Gas														

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☒ Yes ☐ No													
	Type of cooking equipment (check all that apply): ☒ Charcoal Grills ☒ Food Trucks ☒ Fryers ☒ Propane Grills ☒ Warmers/Sternos													
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No													
	Type of amusement ride: N/A													
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No													
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☒ Yes ☐ No ***If closing FDOT roads, approval of the City Commission is required.													
	Will you be using a licensed professional security company to provide security services for your event? ☒ Yes ☐ No													
Company Name: Broward Sheriff's Office		Contact Person: Special Detail Office												
Contact Number: 954-831-8199		Will safety equipment be used? ☒ Yes ☐ No												
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: once approved													
	How do you plan on marketing your event? (select all that apply)													
	☐ Outdoor Banners ☐ Radio Ads ☒ Mailings ☒ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other													
	Promotional Signs/Banners:													
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 40%;">Description:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Location:	Size:	Description:								
Location:	Size:	Description:												
Directional Signs:														
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Location:	Size:	Description:												
Event Entertainment	Will the event have entertainment? ☒ Yes ☐ No													
	Will amplified sound equipment be used? ☒ Yes ☐ No													
	Will musical entertainment be used? ☒ Yes ☐ No													
Please describe any type of entertainment and sound equipment below:														
Italian Band we are flying in from Italy														
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No													
	How are the proceeds being used? Sheriff's Foundation of Broward County community needs													
	Name of benefiting organization: Sheriff's Foundation of Broward County													
	Contact Person: John DiPrato	Contact Phone Number: 9542701222												



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Sheriff's Foundation of Broward County I (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 6 day of June, of 2023

Elizabeth Justen

Applicant Signature

Elizabeth Justen

Print Name

Executive Director

Title

Witnesses

[Signature]
Signature

Claude Dubois

Print Name

6/9/23
Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or email dfbspecialevents@deerfield-beach.com.

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Sheriff's Foundation of Broward County Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☒ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3200 SW 42nd Street

6 City, state, and ZIP code

Fort Lauderdale, FL 33312

7 List account number(s) here (optional)

Requestor's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

6	5		-	0	8	9	8	3	3	8
---	---	--	---	---	---	---	---	---	---	---

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 for Part II, later.**Sign
Here**Signature of
U.S. person ►*Elizabeth Juaten*

Date ►

*9/15/2022***General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**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, later.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013389700C-0	08/31/2020	08/31/2025	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE SHERIFFS FOUNDATION OF
BROWARD COUNTY INC
3200 SW 42ND ST
FORT LAUDERDALE FL 33312-6813

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

State of Florida

Department of State

I certify from the records of this office that THE SHERIFF'S FOUNDATION OF BROWARD COUNTY, INC. is a corporation organized under the laws of the State of Florida, filed on February 3, 1999.

The document number of this corporation is N99000000677.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 12, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of May, 2023*




Secretary of State

Tracking Number: 3620769090CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Fillings/CertificateOfStatus/CertificateAuthentication>

Internal Revenue Service

Date: July 20, 2005

SHERIFFS FOUNDATION OF BROWARD
COUNTY INC
% RICK SCHUSTER
2601 W BROWARD BLVD
FT LAUDERDALE FL 33312-1308 015

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ms. K. Hilson 31-07340
Customer Service Representative

Toll Free Telephone Number:

8:30 a.m. to 5:30 p.m. ET
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

65-0898338

Dear Sir:

This is in response to your request of July 20, 2005, regarding your organization's tax-exempt status.

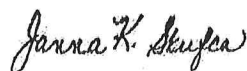
In December 1999 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services



THESHER-01

JCASTELLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2023

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 Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	CONTACT NAME: Joann Castello	
	PHONE (A/C, No, Ext): (754) 202-0920	FAX (A/C, No):
INSURED The Sheriff's Foundation of Broward County, Inc 3200 SW 42nd Street Fort Lauderdale, FL 33312	E-MAIL ADDRESS: jcastello@riemerinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 ☐ PRO-JECT ☐ LOC OTHER:	X		EV112673	10/21/2023	10/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Event: Italian Festival at Wyndham Deerfield Beach Resort, 2096 NE 2nd Street, Deerfield Beach, FL 33441 - Date: 10-21-2023 to 10-22-2023

The Deerfield Beach Wyndham Resort is included as Additional Insured with respects to General Liability as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

CERTIFICATE HOLDER

CANCELLATION

The Deerfield Beach Wyndham Resort
2096 NE 2nd Street
Deerfield Beach, FL 33441

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THESHER-01

PPOPOVSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2023

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.

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PRODUCER Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	CONTACT NAME: Jeanette Banos	
	PHONE (A/C, No, Ext): (754) 202-0576	FAX (A/C, No):
INSURED The Sheriff's Foundation of Broward County, Inc 3200 SW 42nd Street Fort Lauderdale, FL 33312	E-MAIL ADDRESS: jbanos@riemerinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		EV112673	10/21/2023	10/22/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
☐ ANY AUTO							BODILY INJURY (Per person) \$
☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB							EACH OCCURRENCE \$
EXCESS LIAB							AGGREGATE \$
DED							
RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE ☐ OTH-ER ☐
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Event: Italian Festival at Wyndham Deerfield Beach Resort, 2096 NE 2nd Street, Deerfield Beach, FL 33441 - Date: 10-21-2023 to 10-22-2023

City of Deerfield Beach is included as Additional Insured with respects to General Liability as required by written contract, subject to policy terms, conditions and exclusions with regards to the Named Insured's operations.

CERTIFICATE HOLDER

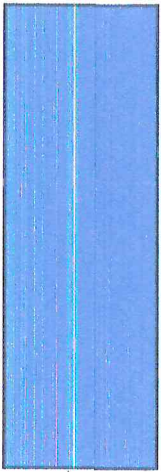
CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Manda Nabhan



Food truck

Way Holiday

Beach A1A | 200 NE 21st Ave

Saturday, April 30 | 7 AM– 10 PM



Trash Receptacle



Tent



Over Size Tent



Generator



Fence



Barricade

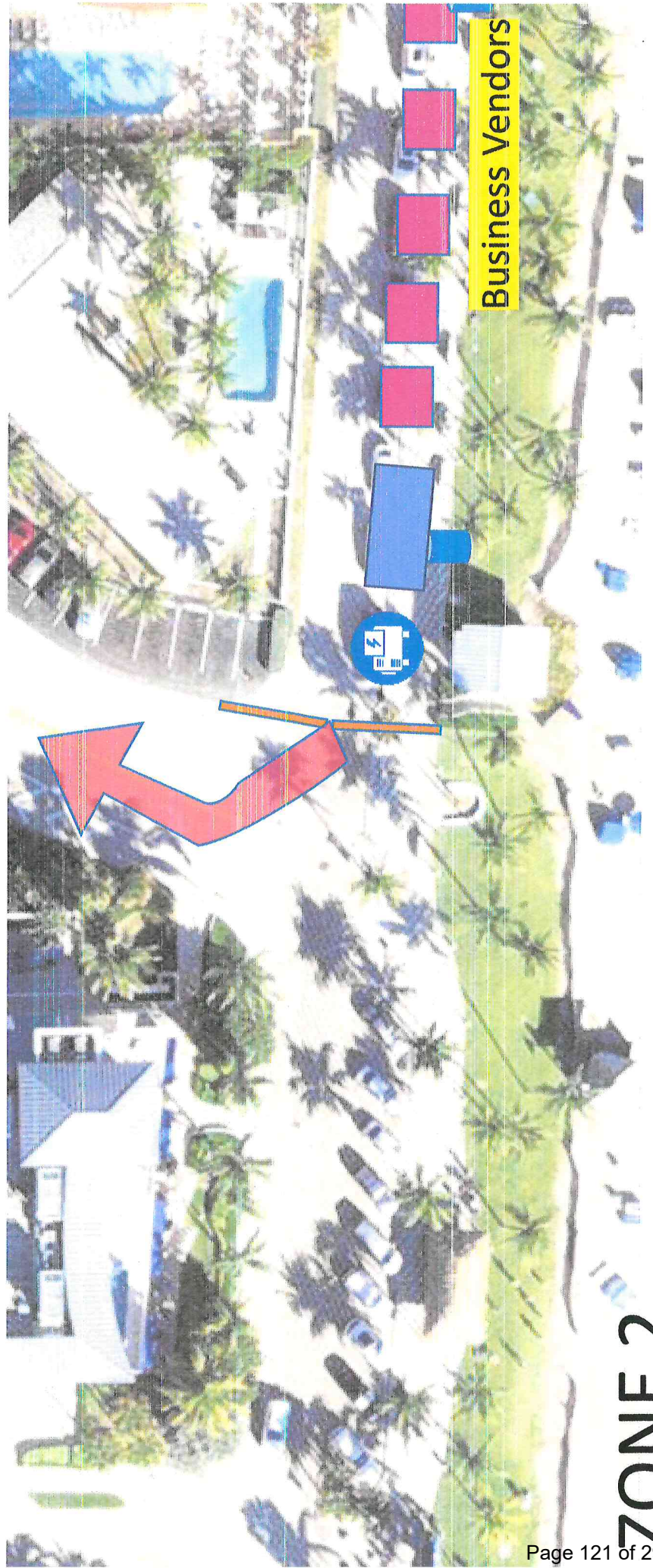


Portable Generator



14 ft

truck access



ZONE 2

Ocean Way

Beach A1A | 200 NE 21st Ave

Saturday, April 30 | 7 AM– 10 PM



Trash Receptacle



10X10 tent



Barricade



Portable Generator



Table



Generator



Bounce House



14 ft truck access

Stage set up at the Wyndham property under the Porte Cochere by the stairs.

ZONE 3

Page 128 of 295



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2022

Agenda Date: 8/15/2023

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 #2023-24-BA for ground storage tank repairs and cleaning project for the East and West Water Treatment Plant; authorizing execution of a contract with Underwater Solutions, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$60,630.00; providing an effective date. (Funds from Account #401-5020-533-60-31-Improvements Other Than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$60,363.00

Account Name: 401-5020-533-31-06

Account Number: Utilities, Water Plant/Service to Maintain Equipment

Background/History

The Florida Department of Environmental Protection requires that all ground storage tanks for treated water be inspected by a licensed engineer every five years. The five-year inspection for the City of Deerfield Beach Water Treatment Plant was completed in February of 2022 by Underwater Solutions, and at that time the City was given individual reports for each tank. The findings in the reports noted minor issues and deficiencies with the tanks and are the driving force behind this project. Once this project has been completed, all deficiencies found during the mandatory five-year inspection will be corrected. Some of these deficiencies included replacing of the hatch on the western most ground storage tank at the east water treatment plant, installing updated louvers to protect the main vents on three concrete tanks, and chemically cleaning the east tanks. These services are a result of an inspection completed in 2022 and recommendations from that inspection. It is a single-year contract. These services are expected again within three to five years.

Current Activity

The Purchasing and Contract Administration Division issued an Invitation to Bid for City of Deerfield Beach Ground Storage Tank Repairs and Cleaning Project, ITB #23-24-BA (the "ITB"). On June 23, 2023, the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred seventy-seven (377) prospective Offerors via the e-Procurement Marketplace. The Purchasing and Contract Administration Division closed and unsealed two (2) responses on July 6, 2023. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements. The Purchasing and Contract Administration Division discussed the responses with Environmental Services staff and concluded that Underwater

Solutions, Inc., the apparent low bidder, meets all requirements of the ITB. Reference checks were conducted on Underwater Solutions, Inc. and revealed positive feedback.

In summary, Underwater Solutions, Inc. is the low, responsive and responsible bidder able to meet the ITB requirements. Therefore, the award recommendation of this ITB is to Underwater Solutions, Inc.

Recommendation

It is recommended that the City Commission approve the ITB for Ground Storage Tank Maintenance and Cleaning to Underwater Solutions, Inc. and authorize an agreement with Underwater Solutions, Inc in an amount not to exceed \$60,363.00.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2023-24-BA FOR GROUND STORAGE TANK REPAIRS AND CLEANING PROJECT FOR THE EAST AND WEST WATER TREATMENT PLANT; AUTHORIZING EXECUTION OF A CONTRACT WITH UNDERWATER SOLUTIONS, INC., THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$60,630.00; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation for Bid #2023-24-BA (the “ITB”) seeking a qualified contractor to provide maintenance, repair, and cleaning services for the ground storage tanks for the east and west Water Treatment Plant as well as for the remote elevated storage tanks as detailed in the ITB (the “Project”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on June 23, 2023, and the notice was sent to 377 prospective firms via the e-Procurement Marketplace with 20 vendors viewing the ITB documents; and

WHEREAS, on July 6, 2023, at 11:00 a.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 Underwater Solutions, Inc., (“Underwater”) the apparent low bidder, discussed it with the Department of Environmental Services staff and concluded that Underwater met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Underwater, the lowest responsible and responsible bidder to the ITB, and authorize the execution of a contract with Underwater for the Project in an amount not to exceed \$60,363.00 (the “Contract”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to Underwater, the lowest priced responsible and responsible bidder, for the Project in an amount not to exceed \$60,363.00.

Section 3. The City Manager is hereby authorized to execute the Contract with Underwater for the Project in a total amount not to exceed \$60,363.00, based upon the terms and

conditions of the ITB, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to 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: Priscilla Cygielnik, Director of Environmental Services

FROM: Bogdan Avasiloe, Purchasing Manager

DATE: July 24, 2023

RE: **City of Deerfield Beach Ground Storage Tank Repairs and Cleaning Project
ITB #23-24-BA**

The Purchasing and Contract Administration Division issued an Invitation to Bid for City of Deerfield Beach Ground Storage Tank Repairs and Cleaning Project, ITB #23-24-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 June 23, 2023 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred seventy-seven (377) prospective Offerors via the e-Procurement Marketplace.
- Twenty (20) vendors viewed the documents of the ITB.
- On July 6, 2023 at 11:00 a.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 responses met the ITB requirements.
- The apparent low bidder, Underwater Solutions, Inc. met all the requirements of the ITB.
- The Purchasing and Contract Administration Division discussed the response with Environmental Services staff and concluded that Underwater Solutions, Inc. meets all the requirements of the ITB.
- Reference checks were conducted on Underwater Solutions, Inc. and revealed positive ratings.
- 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, Underwater Solutions, Inc. is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Underwater Solutions, Inc.

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

Att. Tabulation Sheets, Tabulation Summary, Scope of Work

1	Provide all services for East Pump Station West Steel Tank as per bid documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Underwater Solutions, Inc	1	Lump Sum	\$35,498.00	\$35,498.00	
	Razorback, LLC	1	Lump Sum	\$48,000.00	\$48,000.00	
2	Provide all services for East Pump Station East Concrete Tank as per bid documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Underwater Solutions, Inc	1	Lump Sum	\$15,451.00	\$15,451.00	
	Razorback, LLC	1	Lump Sum	\$24,000.00	\$24,000.00	
3	Provide all services for West Water Plant 3 MG. West Concrete Tank as per bid documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Underwater Solutions, Inc	1	Lump Sum	\$2,500.00	\$2,500.00	
	Razorback, LLC	1	Lump Sum	\$6,000.00	\$6,000.00	
4	Provide all services for West Water Plant 3 MG. East Concrete Tank as per bid documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Underwater Solutions, Inc	1	Lump Sum	\$2,500.00	\$2,500.00	
	Razorback, LLC	1	Lump Sum	\$6,000.00	\$6,000.00	
5	Provide all services for One Million Gallon Finished Water Elevated Storage Tank as per bid documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Underwater Solutions, Inc	1	Lump Sum	\$4,414.00	\$4,414.00	
	Razorback, LLC	1	Lump Sum	\$14,000.00	\$14,000.00	

Event Number	23-24-BA	Organization	City of Deerfield Beach
Event Title	City of Deerfield Beach Ground Storage Tank Rep	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed r	Event Owner	Bogdan Avasiloae
Event Type	ITB (Commodity)	Email	bavasiloe@deerfield-beach.com
Issue Date	6/23/2023 05:16:03 PM (ET)	Phone	(954) 4804486
Close Date	7/6/2023 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Underwater Solutions, Inc.	Mattapoisett	MA	7/5/2023 02:03:56 PM (ET)	5	\$60,363.00
Razorback, LLC	Tarpon Springs	FL	7/6/2023 10:59:58 AM (ET)	5	\$98,000.00

SECTION VI – SCOPE OF SERVICES

1. General

- a. Contractors must have experience with all the standards of the Environmental Protection Agency (EPA) and Florida Department of Environmental Protection (FDEP) Sanitary Protection of Drinking Water Storage Tanks. Deliverables associated with this project will include repairs, tank cleaning, and the modification and improvement of finished water ground storage tanks that are owned and operated by the City of Deerfield Beach.
- b. Contractor shall be responsible to provide all labor, material, equipment, tools, transportation, supervision, insurances, licenses, permits (if required) and incidentals necessary to perform the requested services. It is the responsibility of the Contractor to provide sufficient manpower to perform the work safely and expeditiously acceptable to the City in accordance with the terms, conditions and scope of services herein.

2. Scope of Services

a. East Pump Station West Steel Tank

1. Replace outdated roof vent with a new compliant vacuum pressure release pallet.
2. Replace failing roof hatch with new steel hatch and NSF 61 approved rubber gasket.
3. All welding areas shall be surface preparation and coatings.
4. Coating touch up to any area that was disturbed in services and repairs.
5. Interior chemical cleaning of the tank (Chemical will be provided by City of Deerfield Beach Water Plant.)
6. Install new staff level gauge (Level gauge will be provided by City of Deerfield Beach Water Plant.)

a. East Pump Station East Concrete Tank

1. Interior chemical cleaning of the tank (Chemical will be provided by City of Deerfield Beach Water Plant.)
2. Install new vent shields (Vent shields will be provided by City of Deerfield Beach Water Plant.)
3. Install new staff level gauge (Level gauge will be provided by City of Deerfield Beach Water Plant.)

b. West Water Plant 3 MG. West Concrete Tank

1. Install new vent shields (Vent shields will be provided by City of Deerfield Beach Water Plant.)

c. West Water Plant 3 MG. East Concrete Tank

1. Install new vent shields (Vent shields will be provided by City of Deerfield Beach Water Plant.)

d. One Million Gallon Finished Water Elevated Storage Tank

1. Construct the overflow up 24" above grade by installing a 40-degree elbow and flapper valve assembly with #24 mesh screen.
2. Coating touch up to any area that was disturbed in services and repairs.

e. Bidding Contractor Minimum Qualifications:

1. Contractor must provide a letter from manufacturer of a preferred and approved applicator of Pantonite.
2. Contractor must provide documentation which will include references with name of system, town/city, point of contact, phone number and e-mail address of Pantonite chemical cleaning project deliver to Florida customers within the last five (5) years.
3. Contractor must provide documentation which will include (5) Florida references with name of system, town/city, point of contact, phone number and e-mail address of inspection, cleaning and or maintenance services.
4. Contractor must have Professional Engineer on staff.

3. Additional Requirements

1. Bid shall include all mobilization, all equipment rental and all labor and material for the repairs and service listed in the specification above.
2. Bid shall include a detailed schedule of work with start date and end dates.

4. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of his/her responsibility.

5. Maintenance of Traffic (MOT)

- a. Contractor shall provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of construction.
- b. If necessary, Contractor shall arrange for the services of a Traffic Engineer, registered as a Professional Engineer in the State of Florida, to prepare detailed Maintenance of Traffic (MOT) Plans for approval by the City and other governmental agencies having jurisdiction prior to the start of construction activities.
- c. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual on Uniform Traffic Control Devices" (MUTCD), the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards", and Broward County's Minimum Standards Applicable to Public Rights of Way Under Broward County Jurisdiction".

6. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Park Superintendent or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

7. Personnel

- a. The City may, in its sole and absolute discretion, require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name using a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

8. Contractors Equipment and Vehicles

- a. Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.
- b. Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2024

Agenda Date: 8/15/2023

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 #2023-16-BA for the purchase of nano flow meters for the West Water Treatment Plant to Core & Main, LP for ITB Item No. 1 in an amount not to exceed \$25,500.00 and to Consolidated Pipe and Supply Company, Inc. for ITB Items 2 through 7 in an amount not to exceed \$72,715.00; authorizing the issuance of purchase orders to both vendors, the lowest priced responsive and responsible bidders for the respective item categories; providing an effective date. (Funds from Account #401-5020-533-60-31 - Improvement Other Than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$98,215.00

Account Name: Improvements Other Than Buildings

Account Number: 401-5020-533-60-31

Background/History

The City of Deerfield Beach West Water Treatment Plant is in the process of replacing the aging flow meters for the Nano Filtration System. The replacement of the flow meters is critical in accurately measuring the volume of water being treated and are used to properly dose chemicals used in the treatment process. The flow meters are also used to report the amount of raw water used from the two aquifers the water plant uses to produce drinking water and is required by the South Florida Water Management District. The replacement flow meters are scheduled to include the same protocols being used in the automatic metering infrastructure project and will allow water plant staff to compare what is being pumped from the aquifer to what is being sold to consumers.

Current Activity

The Purchasing and Contract Administration Division issued an Invitation to Bid for West Water Treatment Plant Nano Flow Meters Replacement, ITB #23-16-BA. On May 12, 2023, the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to seventy-four (74) prospective Offerors via the e-Procurement Marketplace. On July 7, 2023 at 2:00 p.m. the Purchasing and Contract Administration Division opened the two (2) responses received. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements. The Purchasing and Contract Administration Division discussed the responses with the Water Plant Manager, and concluded, in the best interest of the City, they will utilize the multiple award option of this ITB and recommend awarding a contract to both

responsive and responsible bidders: Core & Main, LP and Consolidated Pipe and Supply. The City intends to purchase the needed quantity of each product from the bidder with the best value as listed on the bid tabulation by line item for the total amount not to exceed \$98,215.00. The City intends to purchase item #1 listed on the Bid Tabulation from Core & Main LP for the total amount not to exceed \$25,500.00. The City also intends to purchase items # 2 through 7 listed in the Bid Tabulation from Consolidated Pipe and Supply for the total amount not to exceed \$72,715.00.

In summary, two (2) bidders were responsive and responsible for providing the best value and availability of the required services and meeting all the ITB requirements; therefore, recommendation of this contract will be to both (2) bidders as specified above.

Recommendation

It is recommended that the City Commission approve the purchase of the West Water Treatment Plant Nane flow meters in an amount not to exceed \$25,500.00 from Core and Main, LP and in an amount not to exceed \$72,715.00 from Consolidated Pipe and Supply.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2023-16-BA FOR THE PURCHASE OF NANO FLOW METERS FOR THE WEST WATER TREATMENT PLANT TO CORE & MAIN, LP FOR ITB ITEM NO. 1 IN AN AMOUNT NOT TO EXCEED \$25,500.00 AND TO CONSOLIDATED PIPE AND SUPPLY COMPANY, INC. FOR ITB ITEMS 2 THROUGH 7 IN AN AMOUNT NOT TO EXCEED \$72,715.00; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS TO BOTH VENDORS, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDERS FOR THE RESPECTIVE ITEM CATEGORIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation for Bid #2023-16-BA seeking a qualified contractor to supply and replace Nano Flow Meters at the West Water Treatment Plant (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on May 12, 2023, and the notice was sent to 74 prospective firms via the e-Procurement Marketplace with ten (10) vendors viewing the ITB documents; and

WHEREAS, on July 7, 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 bids submitted by Core & Main, LP (“CM”) and Consolidated Pipe and Supply Company, Inc. (“Consolidated”) to determine which firm was the low bidder based upon the product categories, discussed it with the Water Plant Manager for the Department of Environmental Services and concluded that each vendor met all the requirements of the ITB and it is in the best interest of the City to award contracts to both vendors based upon the lowest priced bid by product category; and

WHEREAS, the ITB provides that the City has the right to award the contract to one or multiple bidders in the best interest of the City based upon the bidder(s) providing the best value and availability of the required products and services; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to CM for Item No. 1, the lowest responsible and responsible bidder to the ITB for Item No. 1, and authorize the issuance of a purchase order with CM in an amount not to exceed \$25,500.00 (the “CM Purchase Order”); and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Consolidated for Item Nos. 2 through 7, the lowest responsible and responsible bidder to the ITB for Item Nos. 2 through 7, and authorize the issuance of a purchase order with

Consolidated in an amount not to exceed \$72,715.00 (the “Consolidated 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 CM for the purchase of Nano Flow Meter Product Item No. 1 in an amount not to exceed \$25,500.00.

Section 3. That the City Commission hereby approves the issuance of the CM Purchase Order to CM in the amount of \$25,500.00.

Section 4. The City Commission hereby approves the award of the ITB to Consolidated for the purchase of Nano Flow Meter Product Item Nos. 2 through 7 in an amount not to exceed \$72, 715.00.

Section 5. That the City Commission hereby approves the issuance of the Consolidated Purchase Order to Consolidated in the amount of \$72,715.00.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. 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: Priscilla Cygielnik, Director of Environmental Services
FROM: Bogdan Avasiloae, Purchasing Manager
DATE: July 15, 2023
RE: **West Water Treatment Plant Nano Flow Meters Replacement, ITB #23-16-BA**

The Purchasing and Contract Administration Division issued an Invitation to Bid for West Water Treatment Plant Nano Flow Meters Replacement, ITB #23-16-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 12, 2023 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to seventy-four (74) prospective Offerors via the e-Procurement Marketplace.
- Ten (10) vendors viewed the documents of the ITB.
- On July 7, 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 responses met the ITB requirements.
- The Purchasing and Contract Administration Division discussed the responses with the Water Plant Manager, and concluded that it is in the best interest of the City to utilize the multiple award option set forth in the ITB. Therefore, the Division recommends awarding the ITB to both responsive and responsible to: (1) Core & Main LP; and (2) Consolidated Pipe and Supply. The City intends to purchase the needed quantity of each product from the bidder with the best value as listed on the bid tabulation by line item for the total amount not to exceed \$98,215.00 with Purchase Orders being issued to each bidder as set forth below.
- The City intends to purchase item #1 listed on the Bid Tabulation from Core & Main LP for a total amount not to exceed \$25,500.00
- The City also intends to purchase items # 2 through 7 listed in the Bid Tabulation from Consolidated Pipe and Supply for a total amount not to exceed \$72,715.00
- Documentation related to this solicitation may be obtained by contacting the Purchasing and Contract Administration Division at 954-480-4381.

In summary, the two (2) Bidders were deemed to be responsive and responsible to provide the best value and availability of the required products and meet all the ITB requirements; therefore, recommendation of the award of this ITB should be to both Bidders as set forth above..

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Bid tabulation summary, Bid tabulation by line item, specifications

Cc: Joshua Niemann, Water Plant Manager

SECTION VI – TECHNICAL SPECIFICATIONS

1. General

The City of Deerfield Beach is actively seeking bids from qualified vendors to provide flow meters associated with Water treatment plant and its wells, 290 Goolsby Blvd, Deerfield Beach, FL 33442, in accordance with the terms and conditions, and technical specifications herein.

2. Technical Specifications

The purpose of this document is to lay out specific criteria needed for the West Water treatment plant flow meters. The West Water Treatment Plant is unique because it has three distinct processes: Lime Softening Plant, Nano Filtration, and Reverse Osmosis. The Lime Softening Plant has a treatment capacity of approximately 7.5 Million Gallons per Day (MGD) and uses ground water from the Biscayne aquifer. The Nanofiltration plant has a design capacity of 13.1 MGD. The water source is the Biscayne Aquifer. The Reverse Osmosis Plant has the capacity of 3 MGD and draws its source water from the Floridan Aquifer. Each plant has it's on flow meter at every step of the process. The City also has 14 active production wells to our West Water treatment Plant. It pulls water from the Floridan and Biscayne aquifers.

The City intends to replace several flow meters from different areas associated with the plant and its wells. A list of the flow meter description and specification has been provided below. All pricing shall be provided under the Line Items Tab in eProcurement Marketplace.

Sensus Communication Protocol Requirements:

All flow meters should be equipped with a Sensus Smart Output to communicate to the City's upcoming FlexNet Advanced Metering Infrastructure system. This Smart Output should be Sensus UI-1203 Protocol to communicate with the Sensus 510M-3W or 520M-3W SmartPoint.

NOTE: Once the bids have been received and reviewed by city staff, a determination will be made as to which flow meters and quantities will be purchased.

Item #	Description/Specification
1	Pipe diameter – 14" Line size – 42" Brand – McCrometer Range – 4000 GPM Product type- Propeller meter Output signal – 4-20ma Hart
2	Pipe diameter – 14" Line size – 34" Brand – McCrometer Range – 4000 GPM Output signal – 4-20ma Hart

3	Pipe diameter – 12” Line size – 17 ¼” Brand – Rosemount Range – 4000 GPM Product type – Magnetic meter Output signal – 4-20ma Hart
4	Pipe size – 20” Line size – 29 ¾ “ Brand – ABB Kent Taylor Range – 10000 GPM Product type- Magnetic meter Output signal – 4-20ma Hart
5	Pipe size - 10” Line size – 14” Brand – Rosemount Range – 2800 GPM Product type – Magnetic meter Output signal – 4-20ma Hart
6	Pipe size – 12” Line size – 19” Brand – ABB Kent Taylor Range – 3000 GPM Product type – Magnetic meter Output signal – 4-20ma Hart
7	Pipe size – 6” Line size – 18” Brand – McCrometer Range – 2000 GPM Product type – Propeller meter Output signal – 4-20ma Hart

1	Flowmeter, Pipe diameter – 14", Line size – 42", Brand – McCrometer, Range – 4000 GPM, Product type- Propeller meter, Output signal – 4-				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Core & Main LP	1	ea	\$5,100.00	\$5,100.00 McCrometer Model ML-I1D p/n TP114A1D8-C1Price includes Sensus 510M single port radio and startup
	Consolidated Pipe and Supply	1	ea	\$6,200.00	\$6,200.00 mcrometer 14" ML04d part number mle14a1d8c1
2	Flowmeter, Pipe diameter – 14", Line size – 34", Brand – McCrometer, Range – 4000 GPM, Output signal – 4-20ma Hart				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Consolidated Pipe and Supply	1	ea	\$4,500.00	\$4,500.00 meter head replacment mcrometer Mlid Tp114a1dac1
	Core & Main LP	1	ea	\$5,100.00	\$5,100.00 McCrometer Model ML-I1D p/n TP114A1D8-C1Price includes Sensus 510M single port radio and startup
3	Flowmeter, Pipe diameter – 12", Line size – 17 ¼", Brand – Rosemount, Range – 4000 GPM, Product type – Magnetic meter, Output signal – 4-				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Consolidated Pipe and Supply	1	ea	\$7,400.00	\$7,400.00 Mcrometer um12-1sp025a7-sen-l17.25"
	Core & Main LP	1	ea	\$9,125.00	\$9,125.00 McCrometer Model UM-06 p/n UM12-1SP025A7-SEN-L17.25Price includes Sensus 510M single port radio and startup
4	Flowmeter, Pipe size – 20", Line size – 29 ¾ ", Brand – ABB Kent Taylor, Range – 10000 GPM, Product type- Magnetic meter, Output signal – 4-				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Consolidated Pipe and Supply	1	ea	\$12,500.00	\$12,500.00 Mcrometer um20-1sp025a7-sen-l29.75"
	Core & Main LP	1	ea	\$14,900.00	\$14,900.00 McCrometer Model UM-06 p/n UM20-1SP025A7-SEN-L29.75Price includes Sensus 510M single port radio and startup
5	Flowmeter, Pipe size - 10", Line size – 14", Brand – Rosemount, Range – 2800 GPM, Product type – Magnetic meter, Output signal – 4-20ma				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Consolidated Pipe and Supply	1	ea	\$6,615.00	\$6,615.00 Mcrometer um10-1sp025a7-sen-l14.00"
	Core & Main LP	1	ea	\$8,400.00	\$8,400.00 McCrometer Model UM-06 p/n UM10-1SP025A7-SEN-L14Price includes Sensus 510M single port radio and startup
6	Flowmeter, Pipe size – 12", Line size – 19", Brand – ABB Kent Taylor, Range – 3000 GPM, Product type – Magnetic meter, Output signal – 4-				

Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Consolidated Pipe and Supply	1	ea	\$7,400.00	\$7,400.00	Mcrometer um12-1sp025a7-sen-l19"
					McCrometer Model UM-06 p/n UM12-1SP025A7-SEN-L17.25Price includes Sensus 510M single port radio
Core & Main LP	1	ea	\$9,125.00	\$9,125.00	and startup

7	Flowmeter, Pipe size – 6", Line size – 18", Brand – McCrometer, Range – 2000 GPM, Product type – Propeller meter, Output signal – 4-20ma
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
Consolidated Pipe and Supply	1	ea	\$3,200.00	\$3,200.00	meter head replacement Tp106a1d8-c1Mcrometer MLid 6"
					McCrometer Model UM-06 p/n TP106A1D8-C1Price includes Sensus 510M single port radio and startup
Core & Main LP	1	ea	\$4,400.00	\$4,400.00	

Event Number	23-16-BA Addendum 1	Organization	City of Deerfield Beach
Event Title	West Water Treatment Plant Nano Flow Me	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is requesting se	Event Owner	Vanessa Pierre-Pajotte
Event Type	ITB (Commodity)	Email	vpajotte@deerfield-beach.com
Issue Date	5/12/2023 09:29:41 PM (ET)	Phone	(954) 480-4415
Close Date	7/7/2023 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Consolidated Pipe and Supply	Orlando	FL	7/7/2023 01:02:49 PM (ET)	7	\$47,815.00
Core & Main LP	Oakland Park	FL	7/6/2023 02:46:22 PM (ET)	7	\$56,150.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2047

Agenda Date: 8/15/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim and Creed, Inc. to provide professional engineering services related to the Integration of Radio Telemetry Units at the West Water Treatment Plant and Remote Sites in an amount not to exceed \$125,901.00; providing for execution and an effective date. (Funds from Account #401-5020-533-30-33 - Other Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$125,901.00

Account Name: Other Professional Services

Account Number: 401-5020-533-30-99

Background/History

In May of 2023, the West Water Treatment Plant began having intermittent radio communication issues. Staff, assisted by various consultants, worked to refurbish the radio. Ultimately, it was determined the master radio had stopped working and was unrepairable. Staff have continued to operate the water plant by starting various processes manually. This introduces the risk of human operator error, which makes it imperative to return to automated operations. The radio is the critical component to interface with the city's programming for our water treatment process.

Current Activity

The City of Deerfield Beach is seeking professional engineering and consulting services from McKim and Creed to integrate a new wireless radio system providing communications to the West Water Treatment Plant and remote tanks and wells. Presently, the existing radio system is non-functional and there is an ongoing project by AWC to replace the current obsolete PLC hardware within the plant and remote sites. The new wireless radio system includes the development of compatible PLC code for the new radios and PLC communications between the plant and the remote sites. The McKim and Creed, Inc. scope of work includes a radio system hardware bill of materials, all of which will be separately purchased by the city, radio installation and programming, software development, commissioning, training, and operation and maintenance manuals.

Recommendation

It is recommended that the City Commission approve the work authorization for professional engineering and consulting services with McKim and Creed, Inc. for an amount not to exceed

\$125,901.00 to provide professional engineering services related to the Integration of Radio Telemetry Units at the West Water Treatment Plant and Remote Well and Storage Sites.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH MCKIM AND CREED, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE INTEGRATION OF RADIO TELEMETRY UNITS AT THE WEST WATER TREATMENT PLANT AND REMOTE SITES IN AN AMOUNT NOT TO EXCEED \$125,901.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the West Water Treatment Plant intermittent radio communication system (the “System”) is a critical component to interface with the City’s programming for the water treatment process; and

WHEREAS, since May of 2023, the System has developed issues and in consultation with the various City consultants, it was determined that the master radio had stopped working and was unrepairable; and

WHEREAS, although staff is operating the System manually, and there is an ongoing project by AWC to replace the current obsolete PLC hardware within the plant and remote sites, it has been determined that it is necessary to retain a professional engineering firm to assist in the integration of a new system for the West Water Treatment Plant and the remote tanks and wells (the “Project”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with. McKim & Creed, Inc.(“McKim”) dated April 12, 2021; and

WHEREAS, the Department of Environmental Services (the “Department”) determined that McKim was the most qualified to perform the required services for the Project and requested a proposal from McKim for the Project, which will consist of the development of a new wireless radio system inclusive of compatible PLC code for the new radios and PLC communications between the Plant and the remote sites; (the “Services”); and

WHEREAS, part of McKim’s Services will also include a radio system hardware bill of materials, all of which will be separately procured by the City, radio installation and programming, software development, commissioning, training, and operation and maintenance manuals; and

WHEREAS, McKim submitted its proposal to the Department and the Department negotiated the project scope and fee in the amount of \$125,901.00 with McKim, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to McKim under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$125,901.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with McKim, attached as Exhibit “1”, in an amount not to exceed \$125,901.00 for the Services.

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

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

Section 2. The City Commission hereby approves the Work Authorization with McKim, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$125,901.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with McKim, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND MCKIM AND
CREED FOR PROFESSIONAL SERVICES RELATED TO THE WEST WATER
TREATMENT PLANT RADIO COMMUNICATION SYSTEM PROJECT**

This Work Authorization is entered into this ____ day of _____, 2023, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and McKim & Creed, Inc., a Florida corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant a lump sum amount of \$125,901.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination

of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5 **TERMINATION OF WORK AUTHORIZATION**

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6 **CONTINUING CONTRACT**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier

Work Authorization Form May 23, 2023

termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any

Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

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

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

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to

maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13

AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15

GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16

HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this

Work Authorization Form May 23, 2023

Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17 **NON-DISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 20____.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____
Signature

Name:

Title:

This ____ day of _____, 20____

EXHIBIT A
WEST WATER TREATMENT PLANT RADIO REPLACEMENT

SCOPE OF SERVICES

BACKGROUND

Deerfield Beach is seeking a proposal to integrate a new wireless radio system providing communications to the West Water Treatment Plant and remote tanks and wells. Presently the existing radio system is non-functional and there is an ongoing project by others to replace the current obsolete PLC hardware within the plant and remote sites. The objective is to develop compatible PLC code for the new radio and PLC communications between the plant and the remote sites. This proposal includes radio system hardware bill of materials (purchased by others), radio installation and programming, software development, commissioning, training, and operation & maintenance manuals.

SCOPE OF SERVICES

A. Project management:

1. Kickoff meeting (QTY 1)
2. Coordination meeting (QTY 1)
3. Status update meeting (QTY 1)
4. QA/QC and Monthly invoicing

B. Preliminary Engineering:

1. The time and expenses incurred thus far will be rolled into this proposal, considering it as preliminary engineering work.
2. Equipment Specification: The proposal will provide a detailed specification for the required hardware, including radios, antennas, cabling, surge protection, adapters, and power supplies.

C. PLC Programming:

1. Remote sites: Programming for each of the six (6) new Siemens S7-1200 PLCs. Siemens PLC function blocks and Profinet communications will be utilized for a more modern and efficient integration with the new radios.
2. Plant (existing plant PLC-2): It is anticipated the new remote radios and PLCs will initially become operational with the current plant's main Siemens S7-400 redundant PLC (PLC-2). In order to expedite the deployment of the new radio system, PLC-2's existing polling code and configurations will be modified yet maintained as much as possible to preserve the tag structure within VTSCADA. Additional programming will include the ability to disable the interlocks to the RO skids from the wells in the event of communication failures.

Work Authorization Form May 23, 2023

3. Plant (new Siemens S7-1500): Upon the PLC-2 replacement, remote radio polling code will be required to be rewritten. Like the remote sites, the software code will be written utilizing Siemens current function blocks and Profinet communication features.

D. VTSCADA Programming

1. Updates to the plant overview screen to include password protected interlock disabling features.
2. The PLC-2 upgrade to the Siemens S7-1500 will require readdressing of the existing radio system tags in VTSCADA. The existing graphical screen layouts shall remain as is.

E. Installation – start up and commissioning:

1. Remote sites

- a. Installation and programming of GE MDS SD9 licensed frequency radios (21 remote sites total).
- b. New antennas, with a maximum height of 20 ft, will be installed on existing support members. For stations with direct burial cabling, existing construction conditions and materials will be maintained.
- c. Installation of antenna cabling, power supplies, and surge protection.
- d. Installation of PLC hardware from Bill of Materials for the 6 East wells only.

2. Plant

- a. Installation and programming of the Master GE MDS SD9 radio.
- b. Assist Plant staff with re-routing of ethernet and antenna cabling to control room. Demolition of existing radio system in main operator console.

3. Commissioning & acceptance testing

- a. Develop a commissioning plan and site acceptance documentation for each remote site.
- b. Commission all 21 remote sites.
- c. Commission the changes in PLC2
- d. Implement site acceptance testing with City staff.

F. O&M Manual and Training:

1. Deliver the final O&M manual in both digital and printed formats.
2. Conduct on-site training, providing ample opportunities for questions and clarifications. Training will be informal using the new system. Development of training materials is not included.

ASSUMPTIONS

1. PLC hardware replacements to be performed by AWC, including all IO rewiring.
2. PLC hardware for the East side remote wells (qty 6) is not within AWC's scope. Additional hardware has been identified on the bill of materials.
3. PLC programming software to be Siemens TIA Portal V15.
4. Each new Remote S7-1200 PLC will have an RS-232 communication module installed (by AWC).
5. Radio path studies are not included. It is assumed that the location, position and height of the existing antennas is sufficient for acceptable communications.
6. Existing plant omni antenna and cabling to be re-used and not replaced.
7. The new master radio will be in a dedicated enclosure at the plant in the control room nearby. The City will provide power and migrate the existing main antenna cabling to the new location.
8. Electrical conduit is not required for the installations.

SCHEDULING

The proposed time frame for the project will depend on the installation schedule with AWC, which is yet to be determined. However, the following estimated milestones can be anticipated:

1. Proposal Submission and Review: 2 weeks
2. Programming: 4 weeks
3. Installation – start up and commissioning: 6 weeks
4. O&M Manual and training: 2 weeks
5. Project Completion: 6 months from kick off meeting

The proposed time frame is subject to adjustment based on the final installation schedule and any unforeseen circumstances that may arise during the project.

By presenting this comprehensive proposal, we aim to provide Deerfield Beach with a cost-effective solution for the radio replacement project, ensuring successful integration.

BUDGET

We propose a lump sum budget of \$125,901.00 to cover all scope of services detailed in this proposal for the radio replacement project with the City of Deerfield Beach.

**CITY OF DEERFIELD BEACH
WEST WATER TREATMENT PLANT RADIO REPLACEMENT
EQUIPMENT BILL OF MATERIALS**

Item	Component	MFG	Catalog No.	QTY
1	MDS SD9 radio	GE	SD09-MDCESNNSNN	22
2	Yagi antenna	RFMAX	TY900RFM	21
3	Coaxial Cable	Helix	LDF4-50A	1000
4	Type N Male Positive Stop	Helix	L4TNM-PSA	44
5	Type N F/F Coaxial RF Surge Suppressor	Polyphaser	IS-50NX-C0	21
6	24VDC Power Supply	Phoenix Contact	2904600	21
7	S7-1200 PLC	Siemens	2904600	6
8	RF Jumper Cable	Pasternack	PE3W00013/HS-12	22



Special Service Consultant Form

This form shall be completed when only one consulting source is available for services requested. Please complete and forward to the Purchasing Dept.

Section A – Project Award Consultant

Project Name

Company Name

Address

Phone Number

Point of Contact &
Title

Service Category

Group

Area of Consulting
Service

Price

Description of
consulting services and
purpose

Section B – Justification

What necessary features does this consultant provide which are not available from other consultants in the service group? Please be specific

Section C – Notes of Research

If other consulting sources were contacted, what was the outcome? Please be specific

Section D - Certification and Approval

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for a single source purchase.

Print Name & Title

Signature

Department

Date

Cc: **Procurement**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2064

Agenda Date: 8/15/2023

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 #2023-28-BA for the purchase of liquid chlorine for the Water Treatment Plant to Allied Universal Corporation; authorizing the execution of a contract with Allied Universal Corporation, the sole responsive and responsible bidder, in an annual amount not to exceed \$288,405.00 for a one year term, with four additional one year renewal options; providing an effective date. (Funds from Account #401-5020-533-35-11 - Chemicals)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$288,405.00 (Estimate)

Account Name: Chemicals

Account Number: 401-5020-533-35-11

Background/History

Liquid Chlorine (Gas Cylinders) is utilized in the water treatment process at the West Water Treatment Plant to treat and provide residual disinfection levels in drinking water as required by regulatory requirements from the EPA, FDEP, and State of Florida Department of Health.

In FY 23, the price per one-ton cylinder of chlorine was \$2,850. The bid rate of \$1,989.00 per cylinder from Allied Universal Corporation represents a thirty percent reduction in the price.

Current Activity

The Purchasing and Contract Administration Division issued an Invitation to Bid for 1-Ton Liquid Chlorine (Gas Cylinders) for Water Treatment Plant Operations, ITB #23-28-BA. On June 30, 2023 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to seventy-one (71) prospective Offerors via the e-Procurement Marketplace. On July 24, 2023 at 2:00 p.m., the Purchasing and Contract Administration Division opened the one (1) response received. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements. The Purchasing and Contract Administration Division discussed the response from Allied Universal Corporation with the Environmental Services staff and concluded that Allied Universal Corporation meets all the requirements of the ITB. Reference checks were conducted on Allied Universal Corporation and revealed positive ratings.

In summary, Allied Universal Corporation is the one (1) responsive and responsible Bidder able to meet the ITB requirements. Therefore, the award recommendation of this ITB is to Allied Universal

Corporation.

Recommendation

It is recommended that the City Commission approve the ITB award recommendation to Allied Universal Corporation for the Purchase of 1-Ton Liquid Chlorine for Water Treatment Plant Operations.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2023-28-BA FOR THE PURCHASE OF LIQUID CHLORINE FOR THE WATER TREATMENT PLANT TO ALLIED UNIVERSAL CORPORATION; AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALLIED UNIVERSAL CORPORATION, THE SOLE RESPONSIVE AND RESPONSIBLE BIDDER, FOR A ONE YEAR TERM, WITH FOUR ADDITIONAL ONE YEAR RENEWAL OPTIONS IN AN ANNUAL ESTIMATED AMOUNT OF \$288,405.00; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation for Bid #2023-28-BA seeking a qualified contractor to supply 1-ton Liquid Chlorine Gas Cylinders for use at the City's Water Treatment Plant (the "ITB"); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on June 30, 2023, and the notice was sent to 71 prospective firms via the e-Procurement Marketplace with two (2) vendors viewing the ITB documents; and

WHEREAS, on July 24, 2023, at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the "Division") opened the one (1) bid that was timely received, and reviewed the bid to ensure that it met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Allied Universal Corporation ("Allied"), the apparent sole bidder, discussed it with the Environmental Services staff and concluded that Allied met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Allied, the sole responsible and responsible bidder to the ITB, and authorize the execution of a contract with Allied for the supply of the liquid chlorine in an annual estimated amount of \$288,405.00 for a one-year term with four one-year renewal options (the "Contract").

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

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

Section 2. The City Commission hereby approves the award of the ITB to Allied for the supply of 1-ton Liquid Chlorine Gas Cylinders in an annual estimated amount of 288,405.00.

Section 3. The City Manager is hereby authorized to execute a Contract with Allied for the purchase of the liquid chlorine in an annual estimated amount of \$288,405.00 for a one year

term, with four one year renewal options, based upon the terms and conditions of the ITB, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to 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: Priscilla Cygielnik, Director of Environmental Services

FROM: Bogdan Avasiloe, Purchasing Manager

DATE: July 25, 2023

RE: **1-Ton Liquid Chlorine (Gas Cylinders) for Water Treatment Plant Operations, ITB #23-28-BA**

The Purchasing and Contract Administration Division issued an Invitation to Bid for 1-Ton Liquid Chlorine (Gas Cylinders) for Water Treatment Plant Operations, ITB #23-28-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 June 30, 2023 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to seventy-one (71) prospective Offerors via the e-Procurement Marketplace.
- Two (2) vendors viewed the documents of the ITB.
- On July 24, 2023 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed one (1) response. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- The one (1) Bidder, Allied Universal Corporation met all the requirements of the ITB.
- The Purchasing and Contract Administration Division discussed the response from Allied Universal Corporation with the Environmental Services staff and concluded that Allied Universal Corporation meets all the requirements of the ITB.
- Reference checks were conducted on Allied Universal Corporation and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing bavasiloae@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Allied Universal Corporation is the one (1) responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Allied Universal Corporation.

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

Att. Bid Tabulation Sheet, Tabulation Summary, Scope of Services

1	Supply and delivery of 1-ton Liquid Chlorine (Gas Cylinders) to the City of Deerfield Beach West Water Treatment Plant, located at 290 Goolsby Blvd. Deerfield Beach Florida, 33442 as specified under Attachments, Invitation to Bid Documents, Section VI - Technical Specifications.
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Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
ALLIED UNIVERSAL CORPORATION	145	ea	\$1,989.00	\$288,405.00	8 to 10 tons per delivery. 3 calendar days for delivery.

Event Number	23-28-BA	Organization	City of Deerfield Beach
Event Title	1-Ton Liquid Chlorine (Gas Cylinders) for Water Treatment	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is requesting sealed bid	Event Owner	Bogdan Avasiloae
Event Type	ITB (Commodity)	Email	bavasiloae@deerfield-beach.com
Issue Date	6/30/2023 05:28:21 PM (ET)	Phone	(954) 4804486
Close Date	7/24/2023 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ALLIED UNIVERSAL CORPORATION	Miami	FL	7/17/2023 12:10:29 PM (ET)	1	\$288,405.00

SECTION VI – SCOPE OF SERVICES**1. General**

It is expected the delivery truck the vendor uses to deliver the 1-ton Chlorine cylinders has a lift truck device attached to the truck to on and off load the product. **The West Water Treatment Plant does not have a loading dock.** and will use a hoist to put the chlorine cylinders inside the Chlorine facility. Deliveries are between 7:00 a.m. – 4:00 p.m., Monday – Friday. When an order has been placed, the vendor will make reasonable accommodations to ensure the product is received in a timely matter. Empty tanks and cylinders are to be picked up and returned by the Contractor's trucks at no charge to the City. No deposits are to be charged for cylinders or drums.

The Water Plant uses gas Chlorine to meet the State's mandate for disinfection for Public Water Systems. The city is allowed to store 22 full cylinders at any one time, with 4 cylinders in service, 4 cylinders in standby. On average the City will require 8, 1-ton cylinders each delivery, and will average about 15 deliveries per year. Prices shall be provided for delivery to 290 Goolsby Blvd. Deerfield Beach Florida, 33442`.

2. Chemical Specifications and Properties

1. Physical state – Gas (or liquid under pressure)
2. Form - Compressed liquefied gas
3. Color – Amber color; vaporizes to greenish, yellow gas
4. Odor – Pungent suffocating odor
5. Odor threshold – 0.02 – 3.4 ppm (detection)
6. pH – Not applicable (reacts with water to form an acidic solution)
7. Melting point/freezing point - -149.8 F (-101 C)
8. Initial boiling point and boiling range - -30.28 F (-34.6 C)
9. Flash point – Not Applicable
10. Evaporation rate – Not Applicable. Gas at normal temperatures
11. Flammability (solid, gas) – The product is not flammable
12. Upper/lower flammability or explosive limits – Not Applicable
13. Vapor pressure – 638.4 kPa @ 20 C (68 F) 4788 mm Hg @ 20 C (68 F)
14. Vapor density – 2.49 @ 0 C (32 F) (Air = 1)
15. Relative density – 3.21 kg/m3 @ 0 C (32 F)
16. Solubility (water) – 6.3 mg/L (Slightly soluble)
17. Solubility (other) – Soluble in dimethylformamide, disulfur dichloride, benzene, chloroform, carbon tetrachloride, hexachlorobutadiene, pentachloroethane, chlorobenzene, nitrobenzene, glacial acetic acid (99.84%) and other chlorides
18. Critical temperature - 290.75 F (143.75 C)
19. Explosive properties – Not explosive
20. Molecular weight – 70.91

1-Ton Liquid Chlorine (Gas Cylinders) for Water Treatment Plant Operations, ITB #23-28-BA

21. Oxidizing properties – Strong oxidizing agent because of its electron-transfer capabilities. Supporter of combustion and can intensify a fire. Note, that does not yield oxygen or any other oxidizing substance

22. Specific gravity – 0.003 @ 0 C (32 F)

3. Safety

- The qualified vendor should follow all Federal and State regulations regarding the safe transportation of a hazardous substance as defined by DOT and the SDS for “safe handling of a hazardous substance and OSHA Hazard Communication Standard, 29 CFR 1910.1200”.
- Contractor shall be responsible for ensuring their workers are trained in the transportation, handling, and storage of toxic and hazardous materials and in compliance with OSHA 29 CFR 1910.1000 (Subpart Z “Toxic and Hazardous Substances”).
- Contractor shall provide a safety plan for the transportation and handling of the toxic and hazardous material they will bring onto government property, which shall include a hazard analysis particular to the location that it will be delivered to, what controls will be utilized to protect workers (contractor and government) from injury, and prevent damage to government property, including facilities, equipment, and landscaping. all reasonable precautions for the safety of, and shall provide, all reasonable protection to prevent damage, injury or loss to:
- Safety Training/Seminars: Upon request, Contractor shall provide a minimum of two (2) onsite training presentations per year per facility covered under this contract. Presentations shall cover known hazards associated with the toxic and hazardous material covered under this contract, the information provided by the manufacturer, as listed on the safety data sheet (SDS), regulatory Standards, and the contractor’s safety plan.
- Contractor shall ensure that all motor vehicles and equipment used to deliver and move hazardous materials is maintained in a safe condition.
- Contractor is responsible for ensuring their workers are provided with necessary personal protective equipment (including respirators, self-contained breathing apparatus (SCBA), face and eye protection, and other protective equipment as described in the chemical manufacturer’s safety data sheet (SDS).
- Contractor shall provide all tools and equipment necessary to repair and handle chemical storage tanks and cylinders.
- Contractor shall be responsible for developing an emergency response plan in the event of an accident, mishap, or emergency condition that may arise during the

1-Ton Liquid Chlorine (Gas Cylinders) for Water Treatment Plant Operations, ITB #23-28-BA

performance of this statement of work (SOW).

- Contractor shall immediately inform a City representative when a problem exists, which is less than an emergency, and what remediation actions will be performed to control or eliminate hazards related to the reported issue. Contractor is responsible for providing Contractor-trained personnel within twenty-four (24) hours after receipt of a maintenance problem.

4. Warranty

All materials purchased and delivered against this contract will be of first quality and not damaged. Chlorine cylinder tanks that are found with leaks or non-functioning main valves will be tagged by a City representative and the Contractor shall be notified of the problematic cylinder. The Contractor shall then schedule the pick-up and exchange of the problematic cylinder with the City representative. All replacements shall be made within 24 hours after damage is reported to the vendor and at no charge to the City

5. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Park Superintendent or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

6. Personnel

- a. The City may, in its sole and absolute discretion, require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name using a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation,

1-Ton Liquid Chlorine (Gas Cylinders) for Water Treatment Plant Operations, ITB #23-28-BA

shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.

- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

7. Contractors Equipment and Vehicles

- a. Contractor's equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.
- b. Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.

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City of Deerfield Beach

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

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

Agenda Date: 8/15/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Carollo Engineers, Inc. to provide professional engineering services for the development of a bond feasibility study related to the City's Integrated Utilities Master Plan Capital Improvement Program in an amount not to exceed \$43,900.00; providing for execution and an effective date. (Funds from Account #401-5020-533-30-99 - Other Professional Services & Account #401-5030-533-30-99 - Other Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: \$43,900.00

Account Name: Other Professional Services

Account Number: 401-5020-533-30-99 and 401-5030-533-30-99 (50/50)

Background/History

Under a separate Work Authorization, Carollo Engineers, Inc. updated the Water and Wastewater Utility System (System) Capital Improvements Program (CIP) and Rate Study pertaining to the Integrated Utilities Master Plan that was developed in 2019 and subsequently submitted in draft form in 2020. Updates to the Master Plan recommendations were necessary due to changes in the economy and the demography of the country during and after the COVID pandemic.

In addition to these activities, Carollo and its subconsultant, Raftelis, Inc., also started to provide support for funding acquisition and coordination for workshops and meetings among the different involved parties. The work performed has evolved into a rate and cashflow projection for the City. Since the completion of the tasks above, the City has retained Davenport & Company, LLC, as the City's Financial Advisor, under a separate contract, for the purpose of proposing a robust financial plan that can be used towards bond issuance/bank financing to fund a portion of the System's proposed CIP.

Current Activity

The City's Financial Advisor has determined that a Feasibility Report is required to support the bond issuance process and the financial position of the City in order to substantiate the need for the funds. The documentation to be included in the feasibility report shall have sections with the following qualitative and quantitative information:

1. Utility overview: Brief system overview with language about management, the service area, major plants/assets, capacity, flow, regulatory compliance, etc.

2. Historical financial performance (3-5 years) to show cash flows and debt service coverage.
3. Characterization of users: Top 10 water and wastewater customers and/or relative size measures (to characterize flow and revenues as a % of total and by use).
4. Existing and proposed/planned water and wastewater rates.
5. CIP summary and proposed funding plan.
6. Financial projections (5 years) to show cash flows, debt service coverage and reserves.
7. Summary of key financial covenants.
8. Additional Bonds Test Calculation.

Included in the scope and fee is the potential for additional services for field inspection. In the process of bond issuance, Carollo may need to provide certification that the City facilities are well maintained and operating as intended in order to meet service obligations.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a Work Authorization with Carollo Engineers, Inc. for Professional Engineering Services for a Bond Feasibility Study in connection with the City's Integrated Utilities Master Plan.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH CAROLLO ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT OF A BOND FEASIBILITY STUDY RELATED TO THE CITY'S INTEGRATED UTILITIES MASTER PLAN CAPITAL IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$43,900.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the "RFQ") and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Carollo Engineers, Inc. ("Carollo") dated April 12, 2021; and

WHEREAS, Carollo has provided consulting services related to the City's Integrated Utilities Master Plan by updating the Water and Wastewater Utility System (the "System") Capital Improvements Program and Rate Study for the Plan pursuant to a separate contract; and

WHEREAS, the City has retained Davenport & Company, LLC ("Davenport"), as the financial advisor for the City, to prepare an analysis and develop a financial plan to include potential bond issuance and/or bank financing for a portion of the System's proposed capital improvement program; and

WHEREAS, in order to properly prepare the analysis and financial plan, Davenport has requested that a feasibility study be prepared for the bond issuance process (the "Study"); and

WHEREAS, due to Carollo's significant work and knowledge regarding the City's Integrated Utilities Master Plan and the System's Capital Improvement Program, the Department of Environmental Services deemed Carollo to be the most qualified to perform the Study and requested a proposal from Carollo and negotiated a project scope and fee for the Study in the amount of \$43,900.00 with Carollo, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Carollo under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit "A" to the Work Authorization, in an amount not to exceed \$43,900.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Carollo, attached as Exhibit "1", for the Study in an amount not to exceed \$43,900.00.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Carollo, attached as Exhibit “1”, for the Study in an amount not to exceed \$43,900.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Carollo, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND CAROLLO ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR A BOND FEASIBILITY STUDY IN CONNECTION WITH CITY'S INTEGRATED UTILITIES MASTER PLAN

This Work Authorization is entered into this ____ day of _____, 2023 by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and Carollo Engineers, Inc., a foreign profit corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$43,900.00 as further detailed in Exhibit "A" and Attachment A to the Exhibit. Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination

of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5 **TERMINATION OF WORK AUTHORIZATION**

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6 **CONTINUING CONTRACT**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier

termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any

Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

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

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

SECTION 10

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11

MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to

maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13

AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15

GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16

HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this

Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17 **NON-DISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 20__.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____
Signature

Name: _____

Title: _____

This ____ day of _____, 20__

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional engineering services related to the proposal for Bond Feasibility Study in connection with City's Integrated Utilities Master Plan as follows:

1. Background

Under a separate Work Authorization ("WA"), Carollo Engineers, Inc. ("CONSULTANT") updated the Water and Wastewater Utility System (System) Capital Improvements Program (CIP) and Rate Study pertaining to the Integrated Utilities Master Plan (Master Plan) that had been developed in 2019 and subsequently submitted in draft form in 2020. Updates to the Master Plan recommendations were necessary due to changes in the economy and the demography of the Country during and after the COVID pandemic. Under the previous WA, CONSULTANT has accomplished the following tasks:

- Capital Improvement Program (CIP) Update
- Rate Study Update, by Raftelis, Inc. (SUBCONSULTANT)

In addition to these activities, CONSULTANT and SUBCONSULTANT have also started to provide support for funding acquisition and coordination for workshops and meetings among the different involved parties. The work performed by CONSULTANT and SUBCONSULTANT to date has evolved into a rate and cashflow projection for the City that has been preliminary approved by the City's Chief Financial Officer and the City Administrator. In addition, since the completion of the tasks above, the City has involved the City's Financial Advisor, Davenport & Company, LLC (City's FA), under a separate contractual mechanism, with the aim to propose a robust financial plan that can be used towards bond issuance/bank financing to fund a portion of the System's proposed CIP.

2. Scope of Work For Bond Feasibility Study pursuant to this Work Authorization based upon the Continuing Services Contract dated April 6, 2021 pursuant to RFQ #21-11. . .

Carollo will work with subconsultant Raftelis as part of this WA.

The proposed tasks for this WA are described in the following Scope of Work:

Scope of Services – Consultant will work with its subconsultant Raftelis, as part of this Work Authorization, however, Consultant is responsible for all services to be performed under this Work Authorization. The Scope of Services shall be performed in accordance with the following tasks:

Task 1 – Support in the Development of Final Bond Feasibility Report

It has been communicated by the City's Financial Advisor ("FA"), that a Consultant's Feasibility Report is required in the bond issuance process to support the financial position of the the City and to substantiate the needs for the funds. The documentation shall include sections with the following qualitative and quantitative information:

1. Utility overview: Brief system overview with language included about management, the service area, major plants/assets, capacity, flow, regulatory compliance, etc.
2. Historical financial performance (3-5 years) showing cash flows and debt service coverage.
3. Characterization of users: Top 10 water and wastewater customers and/or relative size measures (to characterize flow and revenues as a % of total and by use).
4. Existing and proposed/planned water and wastewater rates.

5. CIP summary and proposed funding plan.
6. Financial projections (5 years) showing cash flows, debt service coverage and reserves.
7. Summary of key financial covenants.
8. Additional Bonds Test Calculation

The length and complexity required in this report shall be at the executive summary level. Sections 1 through 8 listed above will be split among CONSULTANT and SUBCONSULTANT according to their respective qualifications, in the following manner:

Deliverable Section	Primary Responsible Party
Utility Overview	CONSULTANT
Historical financial performance	SUBCONSULTANT
Characterization of Users and Size	CONSULTANT
Existing and Proposed/Planned Rates	SUBCONSULTANT
CIP Summary and Proposed Funding Plan	CONSULTANT/SUBCONSULTANT
5-Year Financial Projections	SUBCONSULTANT
Summary of Key Financial Covenants	SUBCONSULTANT
Additional Bonds Test Calculations	SUBCONSULTANT

Subtask 1.1 will cover scope items related to the deliverables associated with engineering aspects (by CONSULTANT), while Subtask 1.2 will cover financial aspects (by SUBCONSULTANT). Under this WA, CONSULTANT and SUBCONSULTANT will address City comments on the earlier Draft Bond Feasibility Report developed under PO 220348, and provide up to two (2) iterations between City and CONSULTANT/ SUBCONSULTANT to obtain a Final Bond Feasibility Report.

Subtask 1.1 – Engineering Aspects

Deliverables related to sections above by CONSULTANT shall be as follows:

- Utility Overview: A update of the Master Plan Chapter 2 will be summarized and provided. Additional information pertaining to utility organization will be included.
- Characterization of Users and Size: Water consumption billing data for fiscal years 2021 and 2022 will be used to summarize major users by meter type, total consumption by meter size and class/use. This information will be contrasted with total finished water produced by the utility over the same time period. Information will be provided in tables and graphs. Water demand projections updated after the Master Plan issuance will be included to provide reference to the expected growth of the utility.
- CIP Summary and Funding Plan: In this section, CONSULTANT will be responsible solely for the CIP Summary. Funding Plan will be by SUBCONSULTANT based on the CIP Summary. A list of capital improvement projects planned by the City in the upcoming 5 years will be provided along with their estimated total cost per year. Projects in the list will be classified into utility categories. No detailed engineering description for each of the projects is required under this subtask. However, the percentage of the project that is required due to expected growth will be provided if/where applicable.

Subtask 1.2 – Financial Aspects

Deliverables related to sections above by SUBCONSULTANT are as follows:

- Historical Financial Performance: Based on actual and budgeted financial information provided by the City, SUBCONSULTANT will work with City staff and CONSULTANT to present historical financial performance for the preceding five (5) fiscal years (FY2018 - 2022). The historical results will be based on the City's audited financial records and representations made by City staff.
- Existing and Proposed/Planned Rates: A summary discussion of the adopted utility rate structures, and rate comparisons with other neighboring utilities will be presented. This section will also summarize proposed rates that were developed with the City as part of the Revenue Sufficiency Study Updated. No additional/new rate revenue sufficiency scenarios are contemplated as a part of this task and scope.
- Proposed Funding Plan: A summary of the proposed funding plan that was developed with the City as part of The Revenue Sufficiency Study Update will be presented.
- 5-Year Financial Projections: SUBCONSULTANT will provide projected results for the Study Period (FY 2023 - 2027) based on the most recently completed financial forecast updates (as of April 27th, 2023) developed with the City as a part of the Revenue Sufficiency Study Update.
- Summary of Key Financial Covenants: SUBCONSULTANT recognizes that the City will assemble a financing team to collaborate on the various aspects of the bond issue, in particular the financial reports and certifications. Based on SUBCONSULTANT's extensive experience working as a part of the utility financing team, SUBCONSULTANT recognizes the need to incorporate into the financial projections the requirements of any covenants relating to rates and additional debt. SUBCONSULTANT will work with the various financing team members to provide the level of detail and disclosure required.
- Additional Bonds Test Calculations: The Draft Bond Feasibility Report will include Additional Bonds Test as required by the Bond Resolution and the certifications required to support the closing of the revenue bond issuance.

Detailed activities necessary for the completion of the listed deliverables are described in detail in the SUBCONSULTANT scope of work, available upon request.

The results of Task 1 will be summarized by CONSULTANT in a Final Draft Bond Feasibility Report, which shall be reviewed by the City and/or its delegates within two (2) weeks of submission. An additional iteration of comments to the Final Draft Bond Feasibility Report will be conducted where comments will be addressed and discussed, and a Final Bond Feasibility Report will be issued for City use.

Task 2 – Additional Services for Facilities Inspection

In the process of bond issuance, CONSULTANT may need to provide certification that the City facilities are well maintained and operating as intended in order to meet service obligations. To issue this certification, CONSULTANT would need to perform a visual assessment of the facilities. This task includes time for CONSULTANT to perform the following inspections and issue the corresponding inspection reports:

- Mechanical Inspection and Reporting
- Process Inspection and Reporting
- General Assets/Buildings Inspection and Reporting

To perform this task, CONSULTANT will conduct site visits to the City's water treatment facilities with utility personnel who are responsible for operating or maintaining the facilities.

Project Schedule

It is anticipated that the entire effort will be completed prior to the start of the 2024 Fiscal Year, upon which funds will be used. However, because this WA provides time and budget to produce a Final Bond Feasibility Report to be used by the City with guidance of the City's FA and other City delegates, schedule may shift due to third party involvement.

City

Responsibilities

This Scope of Work has been developed to address the anticipated project requirements. Because of the nature of this project, certain assumptions apply to this Scope of Work. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Work, or if the City desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the City and CONSULTANT and in accordance with the City's Procurement Code. The following assumptions and City responsibilities apply to this project:

- The City shall furnish the CONSULTANT available studies, reports and other data pertinent to the CONSULTANT's services; obtain or authorize the CONSULTANT to obtain or provide additional reports and data as required; furnish to the CONSULTANT services of others required for the performance of the Consultant's services hereunder, and the CONSULTANT shall be entitled to use and rely upon all such information and services provided by the City or others in performing the CONSULTANT's services under this Work Assignment.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the CONSULTANT makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.
- The City shall attend all meetings and provide review comments within the agreed upon schedule to maintain the progress of the project.

PROJECT FEES

The method of payment for this WA is a lump sum of \$37,980.00, plus contingent additional services for a lump sum of \$5,920.00, for a total of \$43,900.00 based on the contract rates. In accordance with Section 3 of this WA, the City shall pay CONSULTANT in monthly installments based upon invoices submitted by CONSULTANT for services incurred. Attachment A provides the level of effort estimated for each task.

ATTACHMENT A

Fee Schedule

Amendment Task	Description	Principal Engineer/ Sr Program Manager	Chief Engineer	Senior Project Professional	Senior Project Professional (Mechanical)	Chief Engineer (Process/Treatment)	Senior Engineer (General Utility Assets)	Document Processing	Labor Hours	Labor Cost	Subconsultants*	Subconsultant Mark-up	TOTAL FEE (ROUNDED)
		Category Billing Rate	\$250	\$225	\$180	\$180	\$225	\$200	\$90			10%	
20	Support in the Development of Final Bond Feasibility Report	4	32	40	0	0	0	4	80	\$15,760	\$20,200	\$2,020	\$37,980.00
19.1	Engineering Aspects - Final Draft and Final	4	32	40				4					
19.2	Financial Aspects - Final Draft and Final										\$20,200		
	Subtotal	4	32	40	0	0	0	4	80	15,760	20,200	2,020	\$37,980.00
21	Additional Services for Facilities Inspection	0	0	6	8	8	8	0	30	\$5,920	\$0	\$0	\$5,920.00
20.1	Mechanical Inspection and Reporting			2	8								
20.2	Process Inspection and Reporting			2		8							
20.3	General Assets/Buildings Inspection and Reporting			2			8						
	Total with Additional Services	4	32	46	8	8	8	4	110	21,680	20,200	2,020	\$43,900.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2055

Agenda Date: 8/15/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering construction administration services for the Rehabilitation of Injection Well IW-1 at the West Water Treatment Plant in an amount not to exceed \$70,508.00; providing for execution and an effective date. (Funds from Account #413-5020-533-60-31 - Capital Improvements-Water Plant Improvements Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$70,508.00

Account Name: Capital Improvements - Water Plant-Improvements Other Than Buildings

Account Number: 413-5020-533-60-31

Background/History

Historically, the West Water Plant Injection well has experienced an increase in injection pressure and a resulting decrease in pumping capacity for the well. The increase in injection pressure at the wellhead is a consequence of a loss of injection capacity in the well. The injectivity further decreased in 2015, prompting the City to perform well rehabilitation activities in 2017. The well was successfully rehabilitated by brushing the tubing and performing reverse airlift development, thus restoring the injectivity to similar operating conditions prior to tubing fouling. The City determined the restrictions were caused by a buildup of precipitate consisting of compounds of iron oxide, calcium phosphate, iron phosphate and ferric sulfate with a clay-like consistency when wet.

Current Activity

The City of Deerfield Beach West Water Treatment Plant (WTP) is permitted to operate one nonhazardous Class I injection well (IW-1) and associated monitor well (MW-1) for the disposal of nanofiltration reject, membrane skid pre-flush, and reverse osmosis concentrate wastewater from the WTP under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Operation Permit 0128648-006-UO/11. Like 2015, the scale and fouling are again present in the piping and potentially in the injection zone and is in need of rehabilitation activities. Pursuant to Chapter 62-528.415(1)(c), F.A.C., which states that the maximum sustained injection pressure shall not exceed two-thirds of the most recent MIT pressure, the IW-1 wellhead pressure shall not exceed 102 psi. Furthermore, the pressurized fluid-filled annulus is currently maintained at a pressure of approximately 77 psi. This pressure will continue to increase as the well becomes more and more fouled, eventually leading to exceeding the injection pressure. As such, water plant staff are

requesting construction phase services from Hazen and Sawyer to oversee compliance of the project construction with the design by the Engineer of Record for the rehabilitation of the injection well.

Recommendation

It is recommended that the City Commission approve the work authorization with Hazen and Sawyer, P.C. to provide construction phase administration services as it relates to the rehabilitation of the injection well at the West Water Treatment Plant.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH HAZEN AND SAWYER, P.C. TO PROVIDE
PROFESSIONAL ENGINEERING CONSTRUCTION
ADMINISTRATION SERVICES FOR THE REHABILITATION OF
INJECTION WELL IW-1 AT THE WEST WATER TREATMENT PLANT
IN AN AMOUNT NOT TO EXCEED \$70,508.00; PROVIDING FOR
EXECUTION AND AN EFFECTIVE DATE**

WHEREAS, the City owns and operates a Class I Industrial Injection Well System for disposal of membrane concentrate at the West Water Treatment Plant under the Florida Department of Environmental Protection (“FDEP”) Underground Injection Control Operation Permit issued on February 4, 2019; and

WHEREAS, over the past 10 years, the City has experienced costly disposal system performance and capacity loss issues; and

WHEREAS, on April 24, 2023, the City Commission approved the Phase 1 rehabilitation plan that the City prepared with the assistance of Hazen and Sawyer, P.C.; and

WHEREAS, the City issued an Invitation to Bid for licensed Florida Water Well Contractors to submit bid proposals for the rehabilitation services for the Class I Industrial Injection Well (the “Project”); and

WHEREAS, the Department of Environmental Services has determined that it is necessary to retain a professional engineering firm to provide construction phase administration and oversight services related to compliance of the construction portion of the project with the design by the engineer of record for the rehabilitation of the injection well (collectively, the “Services”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Hazen and Sawyer, P.C. (“Hazen”) dated April 12, 2021; and

WHEREAS, as Hazen has historical and institutional knowledge relating to the City’s injection well, City staff deemed that Hazen was the most qualified to perform the construction administration services for the Project and requested a proposal from Hazen; and

WHEREAS, the Department of Environmental Services negotiated a project scope and fee in an amount not to exceed \$70,508.00 with Hazen, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Hazen under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$70,508.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Hazen, attached as Exhibit “1”, for the Services for the Project.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Hazen, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$70,508.00.

Section 3. The Mayor and City Manager are hereby authorized to execute the Work Authorization with Hazen, attached as Exhibit “1”, in an amount not to exceed \$70,508.00, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND HAZEN AND SAWYER FOR PROFESSIONAL SERVICES RELATED TO THE PROJECT

This Work Authorization is entered into this ____ day of _____, 2023 by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and Hazen and Sawyer, P.C., a Florida corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and,

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1 **RECITALS**

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2 **SCOPE OF SERVICES**

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$70,508.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

Work Authorization Form May 23, 2023

SECTION 4
TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5
TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6
CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7
INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work

Work Authorization Form May 23, 2023

Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability.

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

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

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13 **AMENDMENTS AND ASSIGNMENT**

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this

Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17 **NON-DISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 20____.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____
Signature

Name: Janeen Wietgreffe, PE, PMP

Title: Vice President

This ____ day of _____, 20____

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional engineering services for the Rehabilitation of Injection Well IW-1 Oversight and Rerating, West Water Treatment Plant Project as follows:

1. PROJECT BACKGROUND

The City owns and operates a Class I Industrial injection well system for disposal of membrane concentrate at the West Water Treatment Plant under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Operation Permit 0128648-006-UO/1I, issued February 4, 2019.

The City has experienced costly disposal system performance and capacity loss issues over the past 10 years. An observed increase in injection pressure and resulting decrease in pumping capacity to the well is a consequence of a loss of injection capacity in the well. Significant scaling within the well and surface piping has reduced the effective diameter of the piping and well tubing and increased the frictional losses to the detriment of the operation of the entire system.

In the effort to restore the injectivity of the injection well, the City will perform well rehabilitation activities. In Phase 1 of this project, Consultant assisted the City in preparing an FDEP UIC-approved plan and developing bidding documents, including requirements for tubing brushing, airlift development, and acidization. An initial investigation consisting of geophysical logging and downhole video survey of the injection tubing and open borehole interval will provide information on the current condition of and extent of scaling of the tubing. Brushing and reverse air development will be used to clean and remove loose material from the well tubing and well bore. Acidization chemical treatment will supplement the mechanical development to increase the capacity of the open borehole injection zone. Injectivity testing will be performed to evaluate the background and post-rehabilitation well conditions.

The rehabilitation plan was approved by FDEP on April 24, 2023. The City has issued an ITB for licensed Florida Water Well Contractors to bid the rehabilitation services.

2. SCOPE OF SERVICES:

This scope of services (SOW) provides professional oversight of the investigation, rehabilitation, and testing activities for the injection well. Additionally, Consultant will provide professional services to assist the City in rerating the FDEP UIC permitted capacity for Injection Well IW-1 following completion of the rehabilitation.

A more detailed presentation of the scope of services is provided in the following tasks:

Task 1 – Field Oversight

Consultant will provide the following field services to assist the City with the rehabilitation and rerating of its Class I injection well IW-1. The proposed initial investigation will consist

Work Authorization Form May 23, 2023

of the downhole video of the well, a caliper geophysical log and flow log. Rehabilitation activities based on the initial investigation will include casing brushing, airlift development, and acidization. Additionally, the Consultant will assist the City with the rerating of IW-1. This task includes:

- Conducting one preconstruction meeting at the City with the selected contractor and City staff to coordinate scheduling and site logistics.
- Contractor coordination.
- Coordination with the City on the source water, flow rate, pumping capacity and data collection for testing.
- Provide qualified on-site observation services, as needed, during rehabilitation activities for up to sixteen (16) days of work.
- Field observation during rerate testing. This task includes coordination with FDEP and the City to schedule the witnessed testing.

Deliverables:

- Pre-construction meeting agenda and summary.
- Engineer Daily Reports

Task 2 – Reporting and Regulatory Communication

Consultant will provide reporting and regulatory communication during and upon completion of the rehabilitation and rerating including the permit minor modification process, which includes the following services:

- Coordination and correspondence with FDEP during rehabilitation activities and to review the rerating procedures and regulatory requirements.
- Summarizing the results of the rehabilitation and rerate testing in a brief report (PDF), which will be signed, sealed, and submitted to the FDEP UIC following City review.
- Responding to RAIs from FDEP.

Deliverables:

- Draft Rerate and Rehabilitation Technical Memorandum (Minor Permit Modification Request) for City review
- Final signed and sealed Rerate and Rehabilitation Technical Memorandum for City and submittal to FDEP
- Response to RAIs from FDEP.

3. BASIS OF COMPENSATION:

For the Scope of Services, the Consultant will be compensated for the scope of work on a time and materials basis, in accordance with the Continuing Contract. The estimated cost for the professional services described above is **\$70,508** ("Cost Estimate"), as summarized below. Consultant may reallocate labor budgets between tasks provided the total budget is not exceeded. Consultant believes this estimate is

Work Authorization Form May 23, 2023

sufficient to complete the work and will use its best efforts to complete all necessary work within this Cost Estimate. In order to exceed the estimate, Consultant will provide a factual basis for the reasons the estimate must be exceeded.

Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both City and Consultant. The Cost Estimate may only be exceeded upon written authorization by City in accordance with the City's Procurement Code; otherwise, Consultant will complete the Scope of Services for the Cost Estimate.

	Associate Vice President	Senior Associate	Associate	Principal Scientist	Assistant Scientist	Principal Graphic Designer	Senior Admin	Total Hours	Labor Cost
HOURLY BILLING RATES	\$298	\$295	\$280	\$180	\$115	\$150	\$100		
Task 1 - Field Oversight	2	36	40	92	132	0	0	302	\$54,156
Task 2 - Reporting and Regulatory Communication	4	16	4	32	24	4	2	86	\$16,352
Total Hours	6	52	44	124	156	4	2	388	\$70,508

4. TIME OF PERFORMANCE:

Activity	Estimated Timeframe/Duration
Contractor Notice To Proceed (NTP)	0
Consultant Work Authorization NTP	0
Site Visit and Preconstruction Meeting	1 week from Contractor NTP, at the CITY's convenience
Rehabilitation Completion	1 month, following CITY NTP to Contractor
Rerate Testing Completion	2 weeks following rehabilitation completion and final injectivity test, at the CITY's convenience
Draft Technical Memorandum	4 weeks following rerate completion
Final Technical Memorandum submittal to FDEP	1 weeks after receipt of CITY review comments

5. ASSUMPTION(S):

Consultant's level of effort is based on the following key assumptions:

- City will enter into an agreement with a Florida licensed Water Well Contractor to complete the work.
- Consultant will be responsible for health and safety of their employees only.
- Contractor shall be responsible for providing all materials and equipment necessary to complete all work, including all testing equipment.
- Consultant does not guarantee nor warrant a restorative capacity for the injection well but will work with the contractor and City to maximize the potential capacity.
- City will assist in coordinating site access for rehabilitation and rerate testing
- City will collect and provide to Consultant continuous injection well flow and pressure data, as well as monitoring well pressures, electronically, in one-minute increments before, during and after the rerating test.
- City will directly pay the fee to FDEP for the rerating of the permitted capacity of the Class I injection well, in accordance with Rule 62-4.050 (4)(m) 17. The fee is anticipated to be \$250.
- Surveying services, underground utility locates and geotechnical investigations are not included in this work effort.
- All deliverables will be electronic.
- No local minority business enterprise or local small business enterprise participation is included in this work effort.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2053

Agenda Date: 8/15/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2023-19-BA for the Injection Well Rehabilitation Project at the West Water Treatment Plant to All Webbs Enterprises, Inc.; authorizing the execution of a contract with All Webbs Enterprises, Inc., the sole responsive and responsible bidder, in an amount not to exceed \$1,088,000.00; providing an effective date. (Fund from Account #413-5020-533-60-31 - Capital Projects-Water Plant Improvements Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,088,000.00

Account Name: Capital Projects - Water Plant Improvements Other Than Buildings

Account Number: 413-5020-533-60-31

Background/History

Historically, the West Water Plant Injection Well has experienced an increase in injection pressure and a resulting decrease in pumping capacity for the well. The increase in injection pressure at the wellhead is a consequence of a loss of injection capacity in the well. The injectivity decreased in 2015, prompting the City to perform well rehabilitation activities in 2017. The well was successfully rehabilitated by brushing the tubing and reverse airlift development, thus restoring the injectivity to suitable operating conditions. The City determined the restrictions were caused by a buildup of precipitate consisting of various compounds with a clay-like consistency when wet. Since the rehabilitation that took place in 2017, the well has slowly begun to foul and is in need of another rehabilitation. The same process will take place during this rehabilitation as the one in 2017 but will include an acidification step. This acidification step should allow for any fouling in the formation of the well to be addressed. Well rehabilitation is required periodically.

Current Activity

On June 16, 2023, the Purchasing and Contract Administration Division issued an Invitation to Bid for the Injection Well Rehabilitation for West Water Treatment Plant, ITB #23-19-BA. Additionally, on June 23, 2023, at 10:00 a.m., a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom, and on July 13, 2023, at 9:00 a.m., a Non-Mandatory Site Visit and Examination was held. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements.

The ITB was advertised in the legal notices section of the Sun-Sentinel and notice was sent to three hundred forty-eight (348) prospective Offerors via the e-Procurement Marketplace. Nine (9) vendors viewed the documents of the ITB. Two (2) Addendums were issued to make additions, deletions and changes to the ITB documents.

On July 25, 2023 at 11:00 a.m. EST, the Purchasing and Contract Administration Division opened the two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure they met the ITB requirements. One (1) Bidder, Youngquist Brothers, Inc. submitted a No Bid due to their current workload. The Purchasing and Contract Administration Division discussed the response from All Webbs Enterprises, Inc., the sole bidder, with the Water Plant Manager and concluded that All Webbs Enterprises, Inc. meets all the requirements of the ITB. Reference checks were conducted on All Webbs Enterprises, Inc. and revealed positive ratings.

In summary, All Webbs Enterprises, Inc. is the sole, responsive, and responsible bidder able to meet the ITB requirements. Therefore, the award recommendation of this ITB is to All Webbs Enterprises, Inc.

Due to the criticality of this infrastructure, this project was added to the Fiscal Year 23 budget as part of a mid-year budget amendment at an estimated amount of \$500,000. Since the actual cost exceeds the estimate and the appropriated funding, the City will identify additional funding at the fiscal year-end close with the priority of any year-end excess revenues in the Utility Fund, and secondarily Fund Balance appropriation.

Recommendation

It is recommended that the City Commission approve the ITB award recommendation to All Webbs Enterprises Inc. for the rehabilitation of the West Water Treatment Plant injection well in an amount not to exceed \$1,088,000.00.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2023-19-BA FOR THE INJECTION WELL REHABILITATION PROJECT AT THE WEST WATER TREATMENT PLANT TO ALL WEBBS ENTERPRISES, INC.; AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALL WEBBS ENTERPRISES, INC., THE SOLE RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$1,088,000.00; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City issued Invitation for Bid #2023-19-BA (the “ITB”) seeking a qualified contractor for the construction and rehabilitation of the injection well for the West Water Treatment Plant as further described in the ITB (collectively, the “Services”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on June 16, 2023, and the notice was sent to 348 prospective firms via the e-Procurement Marketplace with nine (9) vendors viewing the ITB documents; and

WHEREAS, on June 23, 2023, at 10:00 a.m., a non-mandatory pre-proposal conference was held and on July 13, 2023, at 9:00 a.m. a non-mandatory site visit and examination was held, which was followed by two (2) Addendums being issued to the ITB; and

WHEREAS, on July 25, 2023, at 11:00 a.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) opened the two (2) responses that were timely received, and reviewed them to ensure that it met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by All Webbs Enterprises, Inc. (“All Webbs”), the apparent lowest priced responsive and responsible bidder, discussed it with the Environmental Services staff and concluded that All Webbs met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to All Webbs, the sole responsible and responsible bidder to the ITB, and authorize the execution of a contract with All Webbs for the Services in an amount not to exceed \$1,088,000.00 (the “Contract”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to All Webbs for the Services in an amount not to exceed \$1,088,000.00.

Section 3. The City Manager is hereby authorized to execute the Contract with All Webbs for the Services in a total amount not to exceed \$1,088,000.00, based upon the terms and conditions of the ITB, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to 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: Priscilla Cygielnik, Director of Environmental Services

FROM: Bogdan Avasiloae, Purchasing Manager

DATE: July 25, 2023

RE: **Injection Well Rehabilitation for West Water Treatment Plant,
ITB #23-19-BA**

The Purchasing and Contract Administration Division issued an Invitation to Bid for the Injection Well Rehabilitation for West Water Treatment Plant, ITB #23-19-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 June 16, 2023 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to three hundred forty-eight (348) prospective Offerors via the e-Procurement Marketplace.
- Nine (9) vendors viewed the documents of the ITB.
- On June 23, 2023 at 10:00 a.m., a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- On July 13, 2023 at 9:00 a.m., a Non-Mandatory Site Visit and Examination was held.
- Two (2) Addendums were issued to make additions, deletions and changes to the ITB documents.
- On July 25, 2023 at 11:00 a.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.
- One (1) Bidder, Youngquist Brothers, Inc. submitted a No Bid due to their current work load.
- The apparent low bidder, All Webbs Enterprises, Inc. met all the requirements of the ITB.
- The Purchasing and Contract Administration Division discussed the response from All Webbs Enterprises, Inc. with the Water Plant Manager and concluded that All Webbs Enterprises, Inc. meets all the requirements of the ITB.
- Reference checks were conducted on All Webbs Enterprises, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing bavasiloae@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, All Webbs Enterprises, Inc. is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to All Webbs Enterprises, Inc.

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

Att. Tabulation Sheets, Tabulation Summary, Scope of Work

1	Lot I: General Requirements for the Injection Well Rehabilitation for West Water Treatment Plant as per ITB documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	1	Lump Sum	\$519,000.00	\$519,000.00	
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$686,000.00	\$686,000.00	

Mobilization and Demobilization (Not to Exceed 15% of Total Amount of Bid) as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	1	Lump Sum	\$75,000.00	\$75,000.00	
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$110,000.00	\$110,000.00	

Well Suppression as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	8	ea	\$5,000.00	\$40,000.00	
A.C. Schultes of Florida, Inc.	8	ea	\$16,000.00	\$128,000.00	

Geophysical Logging and Video Surveying as per ITB documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	1	ea	\$35,000.00	\$35,000.00	
A.C. Schultes of Florida, Inc.	1	ea	\$36,000.00	\$36,000.00	

Well Cleaning as per ITB documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$140,000.00	\$140,000.00	
all webbs enterprises inc	1	Lump Sum	\$175,000.00	\$175,000.00	

Hydrochloric Acid as per ITB documents.
--

Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	13000	gal	\$7.00	\$91,000.00	
all webbs enterprises inc	13000	gal	\$8.00	\$104,000.00	

Well Acidization as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	1	Lump Sum	\$75,000.00	\$75,000.00	
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$175,000.00	\$175,000.00	

Video Survey as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	1	ea	\$6,000.00	\$6,000.00	
all webbs enterprises inc	1	ea	\$15,000.00	\$15,000.00	

Event Number	23-19-BA Addendum 2	Organization	City of Deerfield Beach
Event Title	Injection Well Rehabilitation for West Water Treatment Plant	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed responses for the purchase of	Event Owner	Bogdan Avasiloae
Event Type	ITB (Commodity)	Email	bavasiloe@deerfield-beach.com
Issue Date	6/16/2023 11:43:39 PM (ET)	Phone	(954) 4804486
Close Date	7/25/2023 11:00:00 AM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
All Webbs Enterprises, Inc.	Jupiter	FL	7/24/2023 04:54:27 PM (ET)	13	\$1,088,000.00
A.C. Schultes of Florida, Inc.	GIBSONTON	FL	7/21/2023 01:34:59 PM (ET)	13	\$1,163,000.00

SECTION VI – SCOPE OF WORK

1. General

- a. The Work to be performed under this Contract shall consist of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, work, and/or other operations as required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.
- b. The CONTRACTOR shall perform services to clean, flush, air lift, acidize, test, geophysical log and video the injection well at the facility. The ultimate goal of this project is to decrease operating wellhead pressures by reducing friction losses due to buildup on the well casing. Verification of improvement as a result of cleaning will be made through injection testing and video surveying. These Specifications contain procedures to be implemented by the CONTRACTOR to remove this material in the well and test the well to ascertain the degree of specific capacity improvement that occurs as a result of the removal.
- c. The Work of the Contract will provide the City with the rehabilitation and performance testing on one existing deep injection well IW-1. Work will Rehabilitation activities, based on an initial downhole video investigation, may include casing brushing, airlift development, and acidization. The work set forth within these bid documents includes the furnishing of all labor, materials, equipment, services, and incidentals for the acidization, development, testing and return to service of the well. Maintenance of existing operations is mandated throughout the testing period.

2. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Project Manager or designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair, or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

3. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

4. Personnel

- a.** The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.
- b.** The Contractor's employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c.** At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the English language.
- d.** Contractor's personnel shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

5. Contractor's Vehicles

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and properly licensed.

3	Lot III. Added Alternates for Injection Well Rehabilitation for West Water Treatment Plant as per ITB documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$402,000.00	\$402,000.00	
all webbs enterprises inc	1	Lump Sum	\$494,000.00	\$494,000.00	

Hydrochloric Acid as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	13000	gal	\$7.00	\$91,000.00	
all webbs enterprises inc	13000	gal	\$8.00	\$104,000.00	

Additional Well Acidization as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	1	Lump Sum	\$75,000.00	\$75,000.00	
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$125,000.00	\$125,000.00	

Jetting Services as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	1	Lump Sum	\$100,000.00	\$100,000.00	
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$100,000.00	\$100,000.00	

Reverse Air Development as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$50,000.00	\$50,000.00	
all webbs enterprises inc	1	Lump Sum	\$200,000.00	\$200,000.00	

Geophysical Logging as per ITB documents.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
all webbs enterprises inc	1	ea	\$15,000.00	\$15,000.00	
A.C. Schultes of Florida, Inc.	1	ea	\$36,000.00	\$36,000.00	

4	Lot IV: Owners Contingency
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$75,000.00	\$75,000.00	
all webbs enterprises inc	1	Lump Sum	\$75,000.00	\$75,000.00	

Owners Contingency.

Supplier	QTY	UOM	Price	Extended	Supplier Notes
A.C. Schultes of Florida, Inc.	1	Lump Sum	\$75,000.00	\$75,000.00	
all webbs enterprises inc	1	Lump Sum	\$75,000.00	\$75,000.00	



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2004

Agenda Date: 8/15/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC FOR THE LEASE OF THE CITY'S PIER RESTUARANT FOR A TWENTY YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set the public hearing for August 22, 2023

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Pier Restaurant Invitation to Negotiate process has been ongoing since March, 2023. An ITN (ITN 23-02-PC) document was prepared containing all 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, and authorized concurrent negotiations with the two top-ranked proposers, LM Cove, LLC and Deerfield Beach Cafe LLC. The City authorized a final lease extension with the existing operator, and the final extension of that lease expires at the end of October 2023.

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, as per the requirements of the City procurement code. Both proposers were asked for their last and best offer. The Negotiation Committee met one final time to confirm the findings of the negotiation process and made a motion to recommend that the City Commission authorize entering into a lease with Deerfield Beach Cafe LLC.

On August 1, 2023, the City Commission heard presentations from the two top ranked proposers. Thereafter, the City Commission approved the award of the ITN for the Pier Restaurant Lease to Deerfield Beach Cafe, LLC.

Deerfield Beach Cafe, LLC is offering an initial annual base 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 break even 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 elevated 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 elevated 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.

Staff recommends adoption of an ordinance approving the lease of the Pier Restaurant to Deerfield Beach Cafe, LLC.

Recommendation

Staff recommends adoption of an Ordinance approving the lease of the Pier Restaurant to Deerfield Beach Cafe, LLC.

ORDINANCE NO. 2023/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE LEASE
AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH
AND DEERFIELD BEACH CAFÉ, LLC FOR THE LEASE OF THE
CITY’S PIER RESTAURANT FOR A TWENTY YEAR TERM,
WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR
EXECUTION, SEVERABILITY, CONFLICTS, AND AN
EFFECTIVE DATE**

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Bid No. 23-02-PC (the “ITN”) for the lease of the City’s Pier Restaurant to Deerfield Beach Café, LLC; and

WHEREAS, the City and Deerfield Beach Café, LLC have negotiated the Lease Agreement, attached as Exhibit “A”, which provides for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods; and

WHEREAS, under the terms of the Lease Agreement, the City receives rent revenue based upon a minimum annual base rent amount of \$210,000.00 commencing in Year 1, with a 2% annual increase thereafter, and the potential for additional rent based on a revenue share of 5% of gross sales with the base rent amount serving as the natural breakpoint; and

WHEREAS, Article III, Section 3.16(4)(f) of the City Charter requires the City Commission to approve leases of any lands of the City for a period in excess of five years to be authorized by Ordinance.

NOW, THEREFORE, BE IT ORDAINED 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 Lease Agreement with Deerfield Beach Café, LLC, attached as Exhibit “A,” is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Lease Agreement with Deerfield Beach Café, LLC, 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. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 5. All ordinances and parts of ordinances, and all resolutions and parts of resolutions, in conflict with this Ordinance are repealed but only to the extent of such conflict.

Section 6. This Ordinance 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

PIER RESTAURANT LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement" or "Lease") is made and entered into as of this _____ day of August, 2023, by and between the **CITY OF DEERFIELD BEACH**, a Florida Municipal Corporation ("Landlord"), whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and **DEERFIELD BEACH CAFE, LLC**, a Florida Limited Liability Company, whose address is 1080 SW 17th Street, Boca Raton, FL 33486 ("Tenant").

RECITALS:

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/_____ awarding Invitation to Negotiate #23-02-PC for the Lease of the City of Deerfield Beach Pier Restaurant to Tenant; and

WHEREAS, on August 22, 2023, in accordance with Section 3.16(4)(f) of the City's Charter, the City Commission passed and adopted Ordinance No. 2023/_____ approving the execution of this Lease Agreement; and

WHEREAS, the parties wish to enter into this Agreement for the lease of the City Pier Restaurant located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and the attached Exhibit "A", for the purpose of Tenant operating the Premises as a restaurant; and

WHEREAS, Landlord is willing to lease the Premises to Tenant upon the terms, covenants and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree that the terms and conditions of this Agreement are as follows:

1. DEFINITIONS.

Unless the context otherwise specifies or requires, the following capitalized terms shall have the meanings herein specified.

1.1. "Audited Financial Statement" means a Financial Statement certified by an independent certified public accounting firm to have been prepared in accordance with Generally Accepted Accounting Principles and Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants.

1.2. "Base Rent" shall mean the fixed annual basic rent payable by Tenant to Landlord for the Premises during each Rental Year of the Term, as more specifically set forth in Section 4 and Exhibit "C" attached hereto and incorporated herein by reference.

1.3. "Building" means the entire building located at the entrance to the Pier, and located at 202 NE 21st Avenue in which the administrative offices and Premises and Restaurant are located.

1.4. "Premises" shall mean the restaurant space consisting of approximately 4,283 square feet, located at the Deerfield Beach Fishing Pier, 202 NE 21st Avenue, Deerfield Beach, FL 33441, and including approximately 1,738 square feet of interior space, a 1,311 square foot second story observation deck, 494 square feet of second floor restroom and storage space, and a 740 square foot outdoor seating area, and all other improvements on or appurtenances to the Premises, which Premises are depicted and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

1.5. "Pier Restaurant Operating Account" shall mean one or more accounts in a federally insured banking institution located in the State of Florida, in the name of the Tenant in a bank selected by the Tenant, into which Tenant shall deposit all Gross Revenues of the Pier Restaurant Operations.

1.6. "Pier Restaurant Operations" shall mean and include (i) the restaurant to be operated on the Premises; (ii) the operation of food and beverage service at the Observation Deck and any and all future temporary or permanent concessions established and approved by Landlord within the Premises; and (iii) catering services for on-site events and parties within Premises or at the Observation Deck, except as specifically excluded in this Agreement and subject to the restrictions and limitations set forth in Section 7 of this Agreement, and all activities in support or a part of all such operations.

1.7. "Effective Date" is the date that this Agreement is executed by Tenant and Landlord. This date is different from the Lease Commencement Date and Possession Date.

1.8. "Expense(s) of Operation" shall mean the amount of all expenses (whether ordinary, extraordinary or capital) incurred or paid by Tenant for leasing, using, operating, improving, rehabilitating and/or repairing the Premises, performing the Pier Restaurant Operations, and performing all other obligations undertaken hereunder, including without limitation, any and all ad valorem taxes, intangible taxes, taxes payable on the fees payable hereunder or on the leasehold interest created hereby, insurance as required by the terms of this Agreement, utility charges and fees, and any other taxes, fees or charges payable as a result of this Agreement or Tenant's performance hereunder.

1.9. "Furniture, Fixtures and Equipment" ("FF&E") shall consist of all furniture, fixtures and equipment to be placed on or located on the Premises, including, but not limited to, carpeting, wall covers, decorative lighting, electric or electronic equipment, kitchen equipment, seating, interior and exterior features, artifacts and artwork, interior and exterior graphics, office furniture, all fixtures and specialized equipment, telephone

and alarm systems, cleaning and engineering equipment, tools, and all other similar items to be placed and hereafter located in the Premises, and all other items which are required for the operation of the restaurant at the Premises and the Pier Restaurant Operations in accordance with the provisions of this Agreement, together with all replacements, modifications, alterations and additions thereto.

1.10. "Gross Revenues" shall consist of all revenue, proceeds of sales for cash or credit (including check, charge, exchange or otherwise), all goods, services and merchandise sold, leased, licensed or delivered, all other receipts by sale, barter or otherwise of all business conducted in and from the Premises, and the Pier Restaurant Operations, , income or receipts of any nature or kind, all deposits not refunded to purchasers or patrons, , all orders taken on or from the Premises, and in connection with the Pier Restaurant Operations (although said orders may be received by telephone, mail, electronic mail or filled otherwise), or procured from the Premises, and all uncollected or uncollectible credit amounts, determined on an accrual basis in accordance with generally accepted accounting principles consistently applied, whether cash or credit, derived directly or indirectly from the Restaurant, the Pier Restaurant Operations (including all concessions operated at the Premises and catered events) or any operation or source over which Tenant has any direct or indirect responsibility under this Agreement. The following amounts shall be expressly excluded from Gross Revenues: (1) any sums collected and paid out for any sales or direct excise tax imposed by any duly constituted governmental authority, (2) the exchange of inventory between other stores of Tenant, its subsidiaries, affiliates and parent company, if any, where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has theretofore been made in or from the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Premises, (3) sums and credits received from shippers or manufacturers in settlement of claims for loss or damage to merchandise, (4) refunds to customers, (5) sales of Tenant's fixtures (other than fixtures which constitute inventory of Tenant's business in the Premises), (6) the amount of any tips collected by or for employees or any discount on sales to employees of Tenant, (7) the proceeds of any sale of (X) all or substantially all of Tenant's assets at the Premises, or (Y) shares of Tenant's corporate stock; (8) fees paid to companies providing credit card services; (9) shipping charges, (10) actual bad debts, (11) meals served to employees while on the job for which no charge is made or receipts is collected, (12) insurance or condemnation proceeds, (13) the value of merchandise returned to the manufacturer, wholesaler, vendor or shipper or transferred from the Premises, (14) sponsorships (not for profit), refunds, rebates or advertising allowances provided to Tenant by manufacturers, wholesalers, vendors or shippers, (15) the value of promotional items that are distributed to Tenant's customers without charge, (16) amounts received as a result of litigation (including settlements thereof), except with respect to lost revenue/profit, (17) commercially reasonable franchise fees, royalty fees and other consideration received by Tenant in connection with any franchise of Tenant's business at the premises (except for other consideration generated at the Premises), and (18) licensing fees received by Tenant in connection with its trade name.

1.11. "Lease Commencement Date" is the date which is the earlier of (i) six (6) months after the Possession Date (May 1, 2024), or (ii) the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises. Should said date be other than the first day of a calendar month, then the Lease Commencement Date shall be on the first day of a calendar month following such date.

1.12. "Operating Supplies" shall mean all inventories of merchandise held for sale, and all stocks of supplies necessary for the Pier Restaurant Operations including, without limitation, all repair and maintenance supplies, food, beverages, food services items, fuel and miscellaneous expendables.

1.13. "Percentage Rent" shall mean rent payable by Tenant to Landlord, in addition to Base Rent, but only to the extent that the calculation exceeds Base Rent, in an amount equal to five percent (5%) of Gross Revenues, commencing on the second Rental Year of the Term and continuing throughout the Term of this Agreement, as set forth in Section 4 and Exhibit "C" attached hereto.

1.14. "Pier" shall mean the City of Deerfield Beach Municipal Fishing Pier located at 202 N.E. 21 Avenue, Deerfield Beach.

1.15. "Possession Date" is November 1, 2023, which is the date when physical possession and control of the Premises is delivered by Landlord to Tenant in the manner set forth in Section 5 hereof.

1.16. "Rent" shall mean Base Rent and Percentage Rent as respectively defined in this Agreement and more specifically set forth in Section 4 and Exhibit "C" attached hereto and incorporated herein by reference, together with Additional Rent and any other amounts payable by Tenant to Landlord under this Agreement and as may be mutually agreed to by the parties hereafter in written form as an amendment to this Agreement.

1.17. "Rental Year" means a year consisting of twelve (12) consecutive calendar months. The first Rental Year during the Term of this Agreement shall commence on the Lease Commencement Date and end on a date which is twelve (12) consecutive calendar months thereafter. The first Rental Year of the Term shall include twelve (12) full calendar months plus the partial month, if any, should the date of the twelve months (12) after the Possession Date or the issuance of the Certificate of Completion and/or Certificate of Occupancy fall on any other day which is not the first day of a calendar month. Each subsequent Rental Year shall mean a period of twelve (12) full calendar months commencing with the date following the last day of the first Rental Year, and commencing with each subsequent annual anniversary of such day. The last Rental Year of the Term shall be the period which commences on the day immediately following the last day of the preceding Rental Year and terminates on the last day of the Term.

1.18. "City" shall mean the City of Deerfield Beach, in its municipal capacity as opposed to as Landlord.

2. GRANT OF LEASE OF PREMISES; USE AND OPERATION OF PREMISES.

2.1. Lease of Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon the terms, covenants and conditions set forth in this Agreement.

2.2. Use and Operation of Premises. Tenant shall have the right to use and operate the Premises, including the Observation Deck, solely for a restaurant and Pier Restaurant Operations, or programming, in compliance with the terms and conditions of this Agreement. The Tenant shall have the right to use the Observation Deck, subject to the terms and conditions of this Agreement, and as more specifically set forth in Paragraph 7 of this Agreement. Tenant shall ensure that the Observation Deck remains accessible to the public commencing at 8:00 am daily and during all times of Tenant's restaurant operations on the Observation Deck (including the public's access to the eastern portion of the Observation Deck), except to the extent that a member of the public is disturbing the Tenant's operations on the Observation Deck, creating a public nuisance, or otherwise violating any applicable laws.

3. TERM.

3.1. Initial Term. This Agreement shall be for a term (the "Term") of twenty (20) years commencing on the Lease Commencement Date and ending on the last day of the twentieth (20th) Rental Year following the Lease Commencement Date, unless sooner terminated as provided herein or extended as provided herein. All references hereinafter to Term shall, unless the content indicates the contrary, include any Renewal Term(s), if in effect in accordance with the terms of this Agreement.

3.2. Renewal Term(s). Provided that: (i) Tenant remains in occupancy of the Premises and continues to conduct and operate the Restaurant thereon and the Pier Restaurant Operations in accordance with this Agreement, and (ii) no uncured event of a material default by Tenant exists or has occurred under the Agreement during the last two (2) Rental Years of the initial Term, the Term of this Agreement may be renewed and extended for up to two (2) additional five (5) year terms, subject to the mutual agreement of the parties to renew, and of all terms and conditions of this Agreement in the manner set forth in this Section (except for potential Lease payment increases for the Landlord). In the event that Tenant wishes to renew and extend the initial Term of this Lease, Tenant shall provide written notice to Landlord of its desire to extend and renew the Term (the "First Renewal Notice") at least 180 days, but not more than 365 days prior to the expiration of the Term. Upon Tenant providing Landlord with the First Renewal Notice, the Landlord may elect to consider and/or negotiate with Tenant for renewal of the Term subject to the mutual agreement of the terms and conditions for the First Renewal Term. In the event that the parties mutually agree on the renewal of the Term, and the terms

and conditions of such five (5) year renewal, the parties shall enter into an Addendum to this Agreement, as appropriate, setting forth the terms and conditions for renewal of the Term (the "First Renewal Term").

In the event that the parties agree to the First Renewal Term, the Tenant may wish to further renew the Term of this Agreement for a second five (5) year renewal term, and shall provide written notice to Landlord of its desire to renew the Term (the "Second Renewal Notice") at least 180 days, but not more than 365 days prior to the expiration of the First Renewal Term. Upon Tenant providing Landlord with the Second Renewal Notice, the Landlord may elect to consider and/or negotiate with Tenant for a second renewal of the Term subject to the mutual agreement of the terms and conditions of the Second Renewal Term. In the event that the parties mutually agree on the second renewal of the Term, and the terms and conditions of such second five (5) year renewal (the "Second Renewal Term"), the parties shall enter into an Addendum to this Agreement, as appropriate, setting forth the terms and conditions of the Second Renewal Term.

Notwithstanding anything contained herein to the contrary, nothing herein shall be construed to grant Tenant the right or option to renew or extend the initial Term of this Agreement without the City's mutual consent and agreement.

3.3. Extension. In the event that the Pier Restaurant Operations are scheduled to end due to the expiration of this Agreement, the Tenant shall continue the Pier Restaurant Operations in accordance with this Agreement upon written request of the City Manager or designee. The extension period shall not extend for more than 180 days beyond the expiration date of the existing Lease Agreement. The Landlord shall be compensated during the extension period at the base rent and percentage rent rates in effect when this extension is invoked by the City.

4. BASE RENT, PERCENTAGE RENT AND ADDITIONAL RENT; PAYMENT OF EXPENSES OF OPERATION.

4.1. Payment of Rent. Tenant shall pay the Landlord the Base Rent and Percentage Rent in the amounts and at the times set forth in Exhibit "C" attached hereto, which payments shall be payable and delivered to the City of Deerfield Beach, Finance Department, at 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 or such other place as the Landlord shall designate from time to time in a notice given pursuant to the provisions of this Agreement. All payments due to the Landlord pursuant to this Agreement shall be absolutely net to the Landlord, free from any abatement, offset, set-off, defense, expense, charge, or other deduction whatsoever, and shall be paid without notice.

4.1.1 Late Payments – Interest. Landlord shall be entitled to collect interest at the rate of 18% from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Agreement. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be deemed to be Additional Rent and shall not be in lieu of the right of Landlord to enforce other provisions in this Agreement and to pursue other remedies provided by law.

4.2. Base Rent. Base Rent shall commence on the Lease Commencement Date. Tenant's failure to occupy the Premises or Tenant's failure to complete any of the Tenant Improvements in a timely manner shall not delay the payment of Base Rent. All provisions of this Agreement shall be in full force and effect upon the Effective Date, notwithstanding the fact that prior to the payment of Base Rent, Tenant shall first perform and complete the Tenant Improvements. During the Term, Tenant will pay as the minimum Base Rent for the Premises the sums for each Rental Year of the Term and Renewal Terms as set forth in the Rent Schedule attached hereto as Exhibit "C", with Base Rent being payable without notice, demand, set-off or deduction, in advance, on or before the first (1st) day of each calendar month, beginning on the Lease Commencement Date, in equal monthly installments, plus all applicable sales and use taxes as are presently payable or hereinafter imposed. Base Rent for the first month of the Term shall include the amount due for the fractional portion of the month should the date that is the earlier of twelve (12) months after the Possession Date or the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises fall on any day of the calendar month which is not the first day of the month, through the first day of the Lease Commencement Date.

4.3 Percentage Rent. Commencing in the second Rental Year, in addition to the Base Rent and other charges for each and every Rental Year as set forth in this Agreement, and continuing throughout the Term, Tenant shall pay Landlord the Percentage Rent, if due in accordance with this Section 4.3, without previous demand therefore and without any abatement, offset, setoff, defense, expense, charge, or other deductions whatsoever, on or before the fifteenth (15th) day of the month immediately following the first quarter of such Rental Year and thereafter on the fifteenth (15th) day of

each succeeding quarter during the remainder of such Rental Year on all Gross Revenues. Within fifteen (15) days after the end of each quarter in the Term, Tenant will deliver to Landlord a statement signed by a responsible corporate officer of Tenant accurately setting forth the amount of Gross Revenues made during each quarter, itemized in reasonable detail (the "Quarterly Gross Revenues Statement") and will contemporaneously therewith pay any Percentage Rent equal to five percent (5%) ("Percentage Rent Rate") of such Gross Revenues, but only to the extent that such calculations exceed Base Rent (by way of example, if the Gross Revenues equal \$5,000,000 the 5% calculation results in a figure of \$250,000.00 for the second Rental Year, and the Base Rent is equal to \$214,200.00, only the additional \$35,800.00 would be due for that Rental Year). Within sixty (60) days after the end of each Rental Year in the Term and Renewal Term, Tenant will furnish to Landlord a statement signed and sworn to by the same party who is to sign the quarterly statement of Gross Revenues according to the foregoing provisions hereof, accurately showing Gross Revenues for the preceding Rental Year itemized in reasonable detail (the "Yearly Gross Revenues Statement") and will contemporaneously therewith pay any additional Percentage Rent due for such Rental Year and provide Landlord with certified gross sales reports consistent with the form required by the State for the reporting of sales tax, and deliver to Landlord true and complete copies of all monthly sales tax reports filed by Tenant with the State. Computation of Percentage Rent shall be made separately and independently for each Rental Year of the Term, without regard to the Gross Revenues made during or Base Rent paid for any other Rental Year.

4.3.1. Records and Reports. For the purpose of ascertaining the amount payable as Percentage Rent, Tenant agrees to prepare, keep and maintain complete, accurate, and adequate books of account and supporting records, which shall show daily sales made by Tenant and daily bank deposit records, and to install and maintain a system of sales records by which will be recorded daily all sales and other transactions had by Tenant in connection with the Pier Restaurant Operations, and Tenant shall keep the same on file for a period of not less than five (5) years (unless Applicable Law requires a greater time period), including at least three years after the expiration or earlier termination of this Agreement. If any audit shall be commenced by Landlord or if there shall arise a difference or dispute concerning Gross Revenues, then Tenant's books and records (including all supporting data and any other records from which Gross Revenues may be tested or determined) shall be preserved or retained by Tenant until a final determination of such dispute or difference or litigation, including through all appeals, and if no appeal is filed, until the expiration of the period of time in which an appeal may be filed.

4.3.2. Sale System; Sales Evidence. Tenant agrees to install and use as installed, a cash register or other point-of-sale system, said system to have locked-in cumulative capacity and memory and otherwise to be in accordance with generally accepted accounting practices and standards. Tenant also agrees to: (i) give to each patron or customer a cash register itemized receipt and a copy of sales slip having cash register or other certification thereon, and will retain the cash register tapes or other evidence for a period of not less than five years (5) years, (unless Applicable Law requires

a greater time period), including at least three years after the expiration or earlier termination of this Agreement; or (ii) maintain a reasonable equivalent record keeping system to provide Landlord with the records necessary to conduct an audit.

4.3.3. Monthly Sales Tax Reports and Gross Revenue Statements. Tenant further agrees to deliver to Landlord, concurrently with the Quarterly Gross Revenues Statements, specified hereinabove, a copy of Tenant's monthly sales tax reports for such quarter. Tenant further agrees to furnish Landlord within sixty (60) days following the expiration of each Rental Year, a statement signed by a responsible corporate officer of Tenant, certifying the Gross Revenues for the Rental Year then ended. Only if in any given Rental Year, Tenant shall have received a statement by an independent Certified Public Accountant, certifying the Gross Revenues for the Rental Year then ended, Tenant shall forward a copy of said statement to Landlord, without demand.

4.3.4. Electronic Transmittal of Gross Revenues Reports. Landlord agrees that should Landlord develop during the Term or Renewal Terms adequate computer capability, it will not unreasonably refuse to allow Tenant to transmit its Gross Revenues reports electronically, and to maintain its books and records in computerized form, provided that: (i) sales reports are transmitted by internet transmission to Landlord's data center, in a manner compatible with Landlord's computer system and approved in writing by Landlord, (ii) print copies of such Gross Revenues reports are furnished to Landlord within thirty (30) days after request (which request may be made at any time within one year after the electronic sales reports are furnished by Tenant to Landlord); (iii) Tenant's computerized books and records provide the same level of information as the print books and records described above, are retained for the full three (3) year record retention period provided for herein, and are made accessible for Landlord's inspection on request, and (iv) print copies of any of such books and records are made available to Landlord's representatives who are engaged in inspecting Tenant's books and records, as provided herein, promptly upon request. Nothing herein contained shall obligate Landlord to develop, install, or maintain said electronic computer capabilities.

4.3.5. Access to Books and Records; Audit. Tenant further grants unto Landlord and Landlord's designees upon at least 48 hours prior written notice, the right during all regular business hours to have access to all books, accounts, records and reports, including true copies of state sales tax reports that shall be kept by Tenant showing daily Gross Revenues, and shall permit Landlord to make an audit thereof (but not more than once per year in any Rental Year, and to make copies as Landlord or its designees may require) by a Certified Public Accountant and/or Landlord's designees, and shall freely lend Tenant's assistance in the making of any inspection, examination or audit. Should such audit by the Landlord disclose a variance of understated Gross Revenues by: (i) three (3%) percent or more for any period of this Agreement, the Tenant agrees to pay the reasonable costs of such an audit, and (ii) by five (5%) percent or more or any other fraudulent or grossly inaccurate reporting for any Rental Year (in addition to Landlord's aforesaid remedy), the same shall constitute an Event of Default, and in any event, Tenant shall immediately pay any such deficiency to Landlord. If Tenant's Gross Revenues are required to be reported on any Federal, State or local sales tax return and

Gross Revenues as so reported on said returns shall exceed the Gross Revenues as reported by Tenant, after taking into account any deductions from Gross Revenues permitted under this Agreement, then the Gross Revenues shall be taken at the highest figure so reported. If any governmental authority shall increase the Gross Revenues reported by Tenant to Landlord on any such tax return, after audit, for any Rental Year for which such Gross Revenues have been reported, then Tenant shall notify Landlord promptly of such increase, supply to Landlord a true copy of such audit and pay any additional Percentage Rent due at that time. Tenant agrees to pay Landlord, as Additional Rent, the additional sum within ten (10) days after submission by Landlord to Tenant of a bill thereof. Tenant's obligations under this Section 4.3.5 shall survive the expiration or sooner termination of this Agreement.

4.3.6. Percentage Rent during Cessation of Operations. Should Tenant at any time during the Term hereof vacate, abandon or desert the Premises or cease the Pier Restaurant Operations, or any appreciable part thereof (except during any time when the Premises may be untenable by reason of fire, Force Majeure or other casualty, as to which other provisions of this Agreement shall control), in addition to the same constituting an Event of Default, Tenant shall pay Landlord for each month or fraction thereof (fractional months being prorated) during which said business is not so continuously conducted on the Premises or the Pier Restaurant Operations are not conducted, a sum per month, in addition to the Base Rent, as Additional Rent equal to the greater of: (i) the Percentage Rent earned hereunder for the same period during the preceding year; or (ii) the Percentage Rent on Gross Revenues and business transacted by Tenant in that part of the Premises operated by it, if any, and the portion of the Pier Restaurant Operations conducted.

4.4 Proration for Mandatory Closure. In the event of closure due to a natural disaster, such as a tropical storm or hurricane, or other act of nature beyond the reasonable control of Tenant, the Base and Percentage Rent Payment shall be prorated for the period of closure in accordance with the Base Rent per month and Percentage Rent per month provided that any closure is specifically due to the act of nature and through no fault of the Tenant.

4.5. Additional Rent. In addition to Base Rent and Percentage Rent, Tenant shall pay all Expenses of Operation and any other amounts or monetary obligations that Tenant is obligated to pay pursuant to the terms of this Agreement, commencing upon the Effective Date and such obligations shall be treated as Additional Rent.

5. RENOVATION OF PREMISES.

5.1. Tenant Improvements. Tenant shall be responsible for completion of the interior and exterior improvements, inclusive of the purchasing of furnishings to be placed in the Premises, as well as decorative treatments, that are consistent with the renovation and operation proposal and theme submitted by Tenant in response to the ITN, and Tenant shall pay all costs associated with improvements of the Premises and alteration, design, construction and installation of the improvements, including all permits and

approvals, inspection fees, fees for architects, engineers and contractors, and the cost of all labor, materials, fixtures and equipment, insurance and letter of credit securing the Tenant's Work or any portion of the Tenant Improvements (collectively, the "Tenant Improvements") and the Initial Capital Investment (hereinafter defined). The Tenant Improvements required to be performed and completed by Tenant, and the estimated cost thereof, are described in Exhibit "B" attached hereto. From and after the Effective Date and attainment of all required governmental approvals, the Tenant shall use good faith efforts, diligently pursue, and exercise due diligence to obtain all necessary permits and approvals required to perform and thereafter expeditiously prosecute to completion the Tenant Improvements, which completion shall be evidenced by the issuance of a Certificate of Completion or Certificate of Occupancy by the City.

5.2. Permitting; Compliance with Governmental Requirements. Tenant shall comply with all planning, zoning and building codes and requirements and all other applicable laws, codes, ordinances, resolutions, rules and regulations in performing and completing the Tenant Improvements, including, without limitation, the Florida Building Code and applicable Fire Codes. Tenant shall obtain and pay for all necessary building permit(s) and approvals required by any Governmental Authority with respect to the Tenant Improvements and Pier Restaurant Operations. Tenant shall be responsible for the fees and costs of all permits and approvals. Any denial of a permit or approval required for the Tenant Improvements by a Governmental Authority shall entitle the Tenant to an extension of the time frame for completion of the Tenant Improvements, provided, Tenant demonstrates to Landlord that such denial of the permit and the extension of the time needed to complete the Tenant Improvements was not occasioned by the acts or omissions of the Tenant and is beyond the reasonable control of the Tenant, and in any event not the failure of the Tenant to comply with all applicable laws, rules and regulations.

5.3. Submission of Conceptual Plan/Site Plan and Architectural Plans. Within seventy-five (75) days of the Effective Date, Tenant shall submit to the City for its review and approval a Conceptual Plan and/or Site Plan indicating the interior and exterior layout and drawings of the proposed Restaurant in the Premises for the purpose of seeking the appropriate government approvals. If additional monies are required to complete the Tenant Improvements over and above the estimated costs set forth in Exhibit "B", Tenant agrees to assume responsibility for and pay for any and all additional costs over and above the amounts set forth in Exhibit "B" to insure that the Tenant Improvements are completed in a timely and satisfactory matter. City agrees to diligently review and process Tenant's development and permit applications submitted to the City in connection with this Lease.

5.4. Security for Tenant Improvements. In order to secure the monies needed to pay for the Tenant's Work and the Tenant Improvements, and any cost overruns or additional costs, Tenant shall pay for and provide to the Landlord, prior to commencement of any Tenant Improvements, a payment and performance bond in accordance with Section 255.05, Fla. Stat., from a U.S. federally insured banking institution in form and content acceptable to the Landlord, securing and in the amount of the total Tenant

Improvements, naming the Landlord as beneficiary thereof. The payment and performance bonds shall be recorded in the public records of Broward County.

5.5. Construction and Completion of Tenant Improvements. Tenant shall diligently pursue a Building Permit for the Tenant Improvements and promptly commence the Tenant Improvements upon receipt of the applicable Building Permit(s), and shall thereafter diligently prosecute to completion all work in a good and workmanlike manner, in accordance with the approved Architectural Plans and/or Design Plans, and Site Plan, and shall install only new materials and equipment in the Premises. Tenant shall substantially complete (as evidenced by a Certificate of Completion or Certificate of Occupancy as applicable) the repair, renovation, improvements and equipping of the Premises (including installation of the Furniture, Fixtures and Equipment (FF&E) and Operating Supplies) no later than six (6) months after the Possession Date, subject to extension for delays due to denial or delay in obtaining the necessary permits to commence construction (not caused by or within the reasonable control of Tenant) Force Majeure, which extensions must be approved in writing, it being understood, however, that funding (or the lack thereof) is not a Force Majeure event. On or before the sixth month after the Possession Date, the Premises shall be fully operational and Tenant shall open the Premises and Restaurant for business. Upon completion of the Tenant Improvements, Tenant shall furnish to Landlord: (i) an affidavit by Tenant stating that Tenant Improvements have been substantially completed in accordance with this Agreement and Architectural Plans and/or Design Plans approved by Landlord, which shall include a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof; (ii) a final Release from Tenant's general contractor, together with an affidavit from the general contractor that all bills for labor and materials furnished to the Premises have been paid, together with receipted invoices, and which affidavit shall also state the names and addresses of all those in privity with such general contractor and it is understood that any deliberately false statement by Tenant therein shall constitute a default of this Agreement; (iii) an affidavit of the general contractor performing the Tenant Improvements, stating that all work has been substantially completed in accordance with this Agreement, that all subcontractors, sub-subcontractors, laborers and materialmen supplying labor or materials for the Tenant Improvements have been paid in full and that all liens therefore that have been or might be filed have been discharged of record or waived, and that no security interests relating thereto are outstanding; (iv) written certifications and approvals (including Certificate of Occupancy and/or Certificate of Completion, as applicable) with respect to the Tenant Improvements and Tenant's right to use and occupy the Premises as may be required for any government authority; and (v) a copy of final construction plans (sealed as-built) including any amendments, change orders, etc. to be provided to Landlord in digital and hard copy formats.

5.6. Ownership of Improvements and Tenant Improvements. All Tenant Improvements and any other improvements made by or installed by either Landlord or Tenant on the Premises, as the same are performed and incorporated into the Premises, shall become the property of the Landlord and shall be owned by the Landlord and shall remain upon and be surrendered with the Premises upon the expiration or earlier

termination of this Agreement, without payment or credit to Tenant. At the expiration or earlier termination of this Agreement, the Furniture, Fixtures and Equipment shall remain with the Premises and become the property of Landlord. The Tenant Improvements and any other improvements made by or installed by either Landlord or Tenant on the Premises, and the FF&E, shall be free and clear of all liens and encumbrances. Landlord may, however, at its option, require Tenant to remove any Tenant Improvements or other improvements and make whatever repairs are necessary to restore the Premises to the condition existing at the Possession Date, with all costs of removal, repair, and restoration to be borne by Tenant. However, Tenant may remove any hanging artwork, decorations, or furnishings, installed by Tenant that are not permanently affixed to the structure provided that they can be removed without material damage to the structure, as well as any personal equipment not affixed to the structure. In the event that Tenant fails to remove any of the equipment or personal property within fifteen (15) calendar days after expiration or earlier termination of this Agreement, Landlord shall conclude that the Tenant has abandoned such personal equipment and personal property.

5.7. Additional Improvements/Alterations. Upon completion of the Tenant Improvements, Tenant shall not make any additional improvements or alterations to the Premises (other than minor or cosmetic alterations that are interior and nonstructural in nature not to exceed \$100,000.00), without Landlord's prior written consent (except as to replacements or upgrades made by Tenant in the ordinary course of business to replace or upgrade items affected by normal wear and tear). The Landlord may withhold or delay consent at Landlord's sole discretion, for any alteration or improvement that: (i) will alter or affect any portion of the plumbing, heating, ventilating, air conditioning, mechanical, electrical, or other building systems, installations, and facilities of the Premises or structure, façade, wall, roof, or foundation of the Premises, which consists of the Building, restaurant and observation deck; (ii) will detract from the use or character of the Premises or be visible from the exterior of the Premises; (iii) will require amendment of any certificate of occupancy for the Premises; (iv) will require the consent of any insurer under any of Landlord's or Tenant's policies of insurance covering the Premises; (v) void or otherwise adversely impair any applicable roofing guaranty in effect; or (vi) violate the spirit and intent of this Agreement. All obligations relating to any renovations or Tenant Improvements performed by Tenant either at the commencement of the Term hereof, or any time thereafter, shall be the sole responsibility of, and shall be performed at the sole cost of, Tenant.

5.8. Contractor Insurance. In the event Tenant is permitted to make Improvements requiring a building permit, Tenant shall require any contractor performing work on the Premises to provide, pay for and maintain in force, during the time such work is being performed, the following insurance policies: (i) comprehensive general liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate; (ii) a minimum of One Million Dollars (\$1,000,000.00) combined single limit automotive liability; (iii) Workers' Compensation and employer's liability insurance in the amounts specified in Section V. With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than thirty (30)

calendar days prior to commencement of the construction of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above and expressly including Landlord (including its elected officials, officers, employees and agents) as an additional named insured as its interests may appear. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days' prior written notice to Landlord, and policies must be endorsed to provide the same. Carriers shall meet the insurance ratings specified herein.

6. GUARANTY OF PAYMENT AND PERFORMANCE OF AGREEMENT; SECURITY FOR INITIAL CAPITAL INVESTMENT; IRREVOCABLE STANDBY LETTER OF CREDIT.

6.1. Guaranty of Payment and Performance. Within five (5) business days of execution of this Agreement, Tenant shall deliver to Landlord a duly executed irrevocable standby letter of credit from a U.S. federally insured banking institution acceptable to the Landlord, naming Landlord as beneficiary, and securing six (6) months of the Base Rent for the first Rental Year, and in form, content and amount acceptable to Landlord, but in no event less than the amount of \$105,000.00, securing the faithful payment and performance of Tenant's obligations under this Agreement (the "ISLC"). The ISLC shall state that the City may draw on the ISLC if the City Manager certifies that the Tenant is in material default under any provision of this Lease. Upon the one-year anniversary date of this Agreement, and provided the Tenant has not been declared in breach of this Agreement, the ISLC shall be reduced to three (3) months of the Base Rent and shall remain in effect for the duration of the Agreement/lease Term. Tenant may substitute a cash bond, in a form acceptable to the City, in lieu of the required ISLC provided that all other conditions shall apply to such cash bond and shall be documented in the acceptable of such cash bond.

6.2. Initial Capital Investment. Attached and marked as Exhibit "B" attached hereto and incorporated by reference, is Tenant's estimate of the Initial Capital Investment requirements for this Agreement and operation of the Premises and the Pier Restaurant Operations, which includes the costs of Tenant Improvements, Furniture, Fixtures and Equipment, Design Documents, Architectural Plans, Operating Costs and Contingency (the "Initial Capital Investment"). When Tenant performs the renovation, equipping and Tenant Improvements required in Section 5 of this Agreement, the costs thereof shall be automatically added to the definition and amount of the Initial Capital Investment.

6.3 Landlord and Tenant acknowledge and agree that the amount of the irrevocable standby letter of credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Tenant to the Landlord in the event of a material breach of this Agreement by Tenant. The purpose is to secure the Tenant's obligations under this Agreement. The failure to provide the required irrevocable standby letter of credit to Landlord at least 30 days prior to the

expiration of the outstanding irrevocable letter of credit documents shall be considered a breach of this Agreement and entitle the Landlord to demand payment under the ISLC, unless Tenant provides an updated ISLC or an alternative security in the form of a cash bond in the same amount of the ISLC. Demand by the Landlord under the irrevocable letter of credit does not act as a waiver of any other rights or remedies that the Landlord may have.

6.4 In addition to any other rights and remedies of Landlord under this Agreement, in the event that this Agreement is breached, canceled, or terminated by mutual agreement prior to its expiration, the Landlord may apply the ISLC to be held against outstanding Tenant obligations and as an offset against expenses occurred by Landlord until a new Tenant is found and a new lease agreement is executed.

7. PERMITTED USE AND QUALITY OF OPERATIONS.

7.1.1 Permitted Use of Premises. The Tenant shall use, manage and operate the Premises solely as a restaurant, and food and beverage related operations and services, generally consistent with Tenant's response to the ITN, and for no other uses or purposes that are expressly prohibited in this Agreement. Nothing contained herein shall preclude a private dining event in the normal course of restaurant operations within an area of the restaurant to be served by food from the kitchen, provided that the provision of grab-and-go (and takeout) services remain available at all such times. Tenant shall have access to and from the Premises at all times in connection with this Agreement. It is the express intent of the parties to continue restaurant and food service operations at the Premises. At all times during this Agreement, Tenant shall comply with the covenants and restrictions imposed upon the Premises by the City's Code of Ordinances, all applicable local, state and federal laws and regulations, and the restrictions and limitations set forth herein below.

7.1.2. Alcoholic Beverages. Tenant may serve beer, wine and other alcoholic beverages at the Premises, provided that Tenant shall comply with all applicable laws and licensure requirements and consumption of such alcoholic beverages is restricted to the Premises. The Landlord makes no assurances, representations or warranties with regards to the availability of such liquor or alcohol permits or licenses or the ability of Tenant to obtain such, provided, however Landlord shall assist by executing all necessary landlord related documents to obtain such licenses should Tenant wish to apply for any alcoholic license at any time during the Lease Term, as extended. Tenant shall conspicuously place signage indicating that alcoholic beverages shall not be taken out of the Leased Premises and shall strictly enforce this provision. Alcoholic beverages shall not be sold in unopened original bottles or cans, or disposable cups which would promote the transport of such beverages off of the leased Premises, unless such sales are in full compliance with Florida Statute Section 561.20, as may be amended from time to time.

7.1.3. City Uses and Events. Notwithstanding anything contained in this Agreement to the contrary, the City shall have the right to use and hold City-sponsored

food-related and other City-sponsored festivals and community events at the Pier or beach (i.e. 4th of July, Ocean Way Holiday Lighting, etc.), and may utilize other vendors or food service providers for such community events. **Sales of prepared foods may be made by other food service providers at community events held at the Pier or beach but said shall not exceed more than two (2) times per month.** No other restaurant or food service providers shall be allowed to operate within the Building.

7.1.4. Catering Services. During the Term, Tenant shall have the exclusive right to provide food, beverage and catering services for special events or private parties at the Premises except for City-sponsored food-related and other community events as set forth in Section 7.1.3. hereinabove.

7.2. Duty to Open and Continuously Operate the Restaurant Café and Pier Restaurant Operations. The Pier Restaurant and all Pier Restaurant Operations shall be fully operational and open to the public, and the grab and go food services operations and concessions shall be available within thirty (30) days of the issuance of a Certificate of Completion and/or Certificate of Occupancy for the Premises by the City, unless Landlord agrees, in writing, to extend such date (however, no such extension shall affect the payment of Rent as provided herein). During the Term of this Agreement, the Restaurant and the Pier Restaurant Operations shall be continuously operated and service the public, with the hours of operation and service as detailed in Section 8 of this Agreement.

7.3. Trade Name of Restaurant Café and Pier Restaurant Operations. Tenant shall operate the restaurant and all Pier Restaurant Operations under the name Deerfield Beach Cafe, LLC d/b/a The Palm House. Should Tenant wish to change the name during the Lease Term, as extended, Tenant shall submit to Landlord for approval by the City the name or trade name of the Restaurant and all Pier Restaurant Operations, including food and catering operations. Throughout the Term, the Tenant shall conduct its business, including the Restaurant and Pier Restaurant Operations, under the name(s) approved pursuant to this Section, and shall not be known, identified or referred to by any other name. Tenant shall file all necessary documentation required to operate under its trade name in accordance with all applicable laws, including but not limited to filing its Article of Incorporation and/or fictitious name registration with the Florida Division of Corporations. Any change to the trade name shall require the prior written approval of the Landlord.

7.4. Specifically Prohibited Uses. Tenant agrees that at no time during the Term hereof shall it use the Premises for any other use than as specifically permitted in this Agreement. For purposes of emphasis, Tenant shall be expressly prohibited from using the Premises for the following: (i) adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel or adult theater, as such terms are defined in City Ordinances as may be amended from time to time; (ii) live entertainment of any kind, except with the prior written authorization of the City through the City's special event application and approval process; (iii) any use that requires the storing of hazardous substances, materials or both at the Premises in

violation of law, (iv) any use of the Premises for residential purposes, (v) any use that is not a permitted use under this Agreement (provided at least 30 days written notice and an opportunity to cure is provided), and (vi) any use prohibited by any applicable law or regulation of any government entity with jurisdiction. In the event the Tenant uses or allows the Premises to be used for uses or activities not expressly permitted herein, or ceases to provide regular and continuous Pier Restaurant Operations and services consistent with the approved uses set forth in this Agreement, Landlord may, in its sole and absolute discretion and in addition to all other remedies available to it, terminate this Agreement and/or restrain the improper use by injunction or similar legal process.

7.5. Parking Facilities. Landlord shall provide two (2) designated parking spaces in the Pier parking lot to the west of the Restaurant for use by restaurant staff and for a delivery/unloading areas. Other than the two designated parking spaces, no other designated parking shall be provided by the Landlord.

7.6. Advertising. Tenant shall not advertise the business of Tenant conducted at the Premises in any manner that violates the City Code of Ordinances or any other applicable law.

7.7. Use of City Seal. Tenant shall not use the City Seal.

7.8. No Sales of Articles. Tenant shall not, except with Landlord's prior written approval, exhibit, sell or offer for sale, in or on the Premises, any item other than items connected with the Restaurant or Pier Restaurant Operations on the Premises, unless designated with the restaurant name, provided that such sales items shall be included in Gross Revenues for purposes of Percentage Rent.

7.9. No Obstructions. Tenant shall use reasonable efforts not to obstruct any sidewalk, passageway, entrance, exit, stairway, lobby, corridor, hall, or other area outside of the Premises or inside or about the Premises. Neither Tenant nor any employee, agent or invitee of Tenant shall enter into areas of the Building reserved for the exclusive use of Landlord, its employees, agents or invitees. During construction of the Tenant Improvements or subsequent alterations or work to the Premises, Tenant, and any contractors performing work on the Premises, shall use all reasonable efforts not to obstruct any sidewalk, passageway, entrance, exit, stairway, lobby, corridor, hall, or other area outside of the Premises or inside or about the Pier and shall minimize disturbance or interference with the City's and public's use and occupancy of the Pier and adjacent public areas. Tenant shall not interfere with access to the Deerfield Beach International Fishing Pier.

7.10. Doors. Tenant shall keep doors and other means of entry to the Premises closed except during operating hours for the restaurant, and shall during non-operating hours, keep the same secure. To the full extent permitted by law, Tenant shall assume liability for all risks and claims arising out of theft, robbery, pilferage, or other crimes committed by or against Tenant, its employees, agents, guests, and invitees in or about

the Premises. Tenant shall be responsible for the locking of doors and the closing of transoms and windows in and to the Premises.

7.11. Locks. Tenant shall install new locks on the doors of the Premises as part of the Tenant Improvements. Upon installation of the door locks, Tenant shall provide Landlord with at least two copies of each key for each lock in the Premises. Upon termination of this Agreement or of Tenant's possession, Tenant shall surrender to Landlord all keys to the Premises and shall make known to Landlord the explanation of all combination locks on safes, cabinets and vaults that may be affixed to the Building. Tenant shall make known to Landlord in the event that any keys are lost or stolen.

7.12. Window Treatments. Any blinds, shades, awnings, window ventilators, or other indoor or outdoor window treatments, shall be furnished, installed and maintained at the expense of Tenant. No insulation, plastic, wood, paper, or other sheet materials shall be applied directly to the inside or outside of any glass windows.

7.13. Intentionally Deleted.

7.14 Signs.

- a. Tenant shall not affix or attach (or permit the attachment of) any flags, placards, signs, poles, wires, aerials, balloons antennae or fixtures to the outside of the building, without the prior written consent of the City which consent shall not be unreasonably denied, withheld or delayed. Any and all flags, placards, signs, poles, wires, aerials, antennae or fixtures that the City has given permission to attach to the outside of the Premises, must be done so in accordance with all City sign and building codes, and all County and State laws, ordinances, rules and regulations.
- b. A west-facing monument will be provided by the City within the landscape area at the intersection of NE 21 Ave and NE 2nd Street, set back approximately 10' from A1A and 15' feet from NE 2nd Street. The Tenant will be provided approximately 15 square feet of sign space on the face of that monument for its name/logo in channel letters. The final location and configuration of the sign shall be in the sole discretion of the City.
- c. The conformance of any particular sign proposal with the City's Land Development Code, or the City Commission's discretion on any proposed sign code variance, will be a determining factor. In general, a wall sign and a monument sign are allowed by the Code. Pole signs are not allowed.

7.15 Hood System and Grease Traps. Tenant agrees to utilize and maintain

the hood system and all grease traps serving the Premises. Failure of the Tenant to properly maintain the hood system and all grease traps shall be considered a wrongful act of negligence. The grease interceptor is located west of the Restaurant within the first parking space of the adjacent parking lot.

7.16 Drainage. In no event shall Tenant permit any drainage to occur from the east side of the Premises on to the adjacent beach area.

7.17 Garbage.

a. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the use and occupancy of the Premises or out of any operations conducted within or upon the Premises in accordance the highest standards of sanitary practice and at all times in accordance with Applicable Laws. When removing such waste, Tenant shall comply with all Applicable Laws relating to sanitation and waste disposal. Any waste items shall be kept in suitable garbage and waste receptacles, as reasonably approved in writing by Landlord.

b. The Tenant shall be responsible for all solid waste and recycling fees arising from the Premises or out of any operations conducted within or upon the Premises. Additional waste produced by the Tenant, including, but not limited to, spent grease and oil, hazardous and bio-hazardous materials, and any other waste restricted from entering the solid waste and recycling stream, or not in compliance with the use of the Somat Trash System or LEED certification, shall be the sole responsibility of the Tenant.

c. Tenant shall be responsible for daily cleaning of paver patio and walkways surrounding the Premises and regular pressure cleaning of said area on a weekly basis.

7.18 Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smoke or noxious gases or vapors which would constitute a nuisance; provided, however, that fumes resulting from normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or is otherwise prohibited by applicable laws.

7.19 Request for Additional Outdoor Seating. During the Term, the Tenant may submit a request to Landlord and City for additional outdoor seating along the eastern portion of the sidewalk adjacent to the first floor of the Premises. Such request shall be submitted to the City Manager and subject to compliance with all applicable Federal, State and local laws and regulations, including the City's

Code of Ordinances, and shall be subject to approval by the City Commission, which may be withheld or conditioned in the City's sole discretion, via a revocable license agreement that provides for the Tenant to pay for and maintain any furniture within such area and indemnify, defend and hold harmless the City.

8. DAYS/HOURS OF OPERATION AND MENUS.

8.1. Hours of Operation. The Tenant shall be required to operate the Restaurant and Pier Restaurant Operations, including the Observation Deck, and be open for business to the public year-round excluding, however, in the Tenant's sole discretion, Thanksgiving and Christmas when both the Restaurant and Pier Operations, including the Observation Deck, may be closed for a twenty-four (24) hour period. The Restaurant located on the first floor of the Premises shall be open for business at a minimum from the hours of 8:00 am to 10:00 p.m. on weekdays and weekends. Tenant may expand or contract those hours based upon seasonal flow of visitors subject to the local rules and laws relating to the hours of operation of restaurants; provided however Tenant may not operate between the hours of midnight and 6:00 a.m. Any change in hours of operation to permit operation after midnight shall require City Commission approval via Resolution. Hours of operation for any future temporary or permanent concessions that may be established within the Premises (including but not limited to any pop-up operations for holidays) shall be subject to prior written approval by the Landlord, which may be withheld in the Landlord's reasonable discretion. Hours of operation for the Pier Restaurant Operations shall be part of the Operational Plan and periodic updates thereto.

8.2 Observation Deck Food and Beverage Services Hours. The Observation Deck shall be open for food and beverage service from noon to 10:00 p.m. on weekdays and weekends except that the Observation Deck may be closed for City sponsored or approved Special Events (ex. July 4th Holiday, Ocean Way Holiday Lighting, Pioneer Days), provided that such events shall not exceed more than three per year (unless a greater number is approved by Tenant) Tenant may expand or contract the Observation Deck hours of operation for food and beverage service based upon seasonal flow of visitors subject to the local rules and laws relating to the hours of operation of restaurants; provided however Tenant may not operate the observation deck between the hours of midnight and 6:00 a.m.

8.3 Adjustments to Hours of Operation. Landlord agrees to consider reasonable adjustments to hours of operation. Such requests from Tenant shall be submitted to the City Manager in writing at least ninety days prior to Tenant's proposed implementation. Any adjustments to the Hours of Operation set forth herein shall require the prior written approval of the City Manager or his/her designee prior to implementation.

8.4 Menus. The Tenant's proposed menus and price points for all of Pier Restaurant Operations shall be submitted to the City Manager for approval at least 30 days prior to the commencement of such operations. Approval of the menus and price

points shall not be unreasonably withheld, denied or delayed provided that such menu and price points shall be consistent with the Tenant's response to the ITN. Once the menus and price points are approved, subject to normal inflationary increases, any substantial adjustments to the menus and price points shall require the prior written approval of the City Manager or his/her designee, in his or her reasonable discretion, prior to implementation.

9. DELIVERIES.

Deliveries to the Premises shall be limited to hours prior to and after the Tenant's Restaurant is open for business and to the public, and no later than 5:00 p.m. All off-loading deliveries will be at the designated two parking spaces, however, smaller deliveries, or small box truck deliveries, may occur anytime, subject to compliance with applicable law.

10. BUDGET AND RECORDS.

10.1. Intentionally Deleted.

10.2. Accounting Systems and Records. Tenant shall install and maintain suitable accounting systems and records for the Pier Restaurant Operations in accordance with generally accepted accounting principles. Tenant shall keep and maintain, at the Premises or the principal office of the Tenant, which shall be located within Broward or Palm Beach County, the books of account and all other records relating to the Pier Restaurant Operations. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be available to the Landlord and its authorized representatives at all reasonable times no more than two times per lease year upon at least 48 hours prior written notice for examination, audit, inspection, and copying or transcription. Furthermore, Tenant shall authorize the company's chief financial officer (or the accounting or bookkeeping firm if prepared by such firm) which prepares and reviews such books and records to discuss same with Landlord and provide access to its work papers related thereto. All books of account and records pertaining to the Pier Restaurant Operations shall at all-times be the property of Tenant. Upon the expiration or earlier termination of this Agreement, copies of all books of account and records shall be given to Landlord, but the originals thereof shall nevertheless thereafter be available to Landlord at all reasonable times for inspection, audit, examination, and transcription for a period of three (3) years or the required retention period under then applicable law, whatever is longer.

10.3. Financial Reports for Pier Restaurant Operations. Within 45 days after the end of each Rental Year of the Term and Renewal Terms, Tenant shall deliver to Landlord certified gross sales reports detailing its Gross Revenues for each Lease Year (the "Revenue Statement"). The Statement shall be prepared both in accordance with generally accepted accounting principles and consistent with the form required by the State for the reporting of sales tax. The Statement will be certified by Tenant as a true and correct determination of the Percentage Sum based on the Gross Revenue for the

applicable Rental Year. Tenant shall, in addition to providing Landlord with the Statement, deliver true and complete copies of all monthly sales tax reports filed by Tenant with the State.

10.4. Tenant shall maintain required records and prepare and file all forms related to the collection and payment of all real estate, sales and use taxes and make all required payments to the appropriate taxing authorities. Tenant's responsibilities hereunder specifically include the preparation and filing of federal income tax returns.

10.5. Tenant shall institute and maintain all personnel records and payroll systems for employees of Tenant employed as part of the Pier Restaurant Operations.

10.6. All Gross Revenues for the Pier Restaurant Operations shall be deposited into the Pier Restaurant Operating Account.

11. TENANT'S MANAGEMENT TEAM, STAFF AND PERSONNEL.

11.1 Management Team. Tenant has represented to Landlord and agreed that key principals and personnel from Deerfield Beach Café, LLC, acceptable to Landlord shall be directly involved in the oversight of the renovation, operation and management of the Pier Restaurant Operations during the Term, which key personnel shall include Danielle Rosse in a oversight management and supervisory role ("Key Personnel"). Any such change to the Key Personnel proposed to occur prior to completion of the first year of operations of the restaurant café and Pier Restaurant Operations shall require the prior written approval of Landlord, in its sole and absolute discretion.

11.2 Staff and Personnel.

- a. Tenant shall ensure restaurant is staffed with sufficient qualified personnel at all times in order to handle the patron demand efficiently.
- b. Tenant shall be responsible for the appearance of all working personnel (clean and appropriately dressed at all times). Personnel must wear visible identification or a uniform while working at all times.
- c. All employees of the Tenant shall be considered to be at all times the sole employees of the Tenant, under the Tenant's sole direction, and not an employee or agent of the City of Deerfield Beach. The Tenant shall supply competent and physically capable employees that are polite, friendly, honest and courteous, the City may require the Tenant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City, provided the City submits written notice of the issue to Tenant.

- d. Food handling procedures and personnel must meet standards of cleanliness and neatness which meet the required standards of the health department.

12. INSURANCE.

During the Term of this Agreement, Tenant shall pay for and maintain in effect, at its expense (and any extensions and/or renewals thereof), the insurance policies amounts stipulated in the Landlord's Minimum Insurance requirements attached hereto as Exhibit "D".

Tenant shall furnish to Landlord, Certificates of Insurance and/or endorsements prior to the Occupancy Date. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals of them (except Workers' Compensation coverage) required to be provided by Tenant shall name Landlord (including its elected officials, officers, employees and agents), as an additional named insured as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant and Landlord (as their interests may appear), except as otherwise provided in Section 21 of this Lease.

13. COMPLIANCE WITH GOVERNMENTAL AND OTHER REQUIREMENTS.

13.1. No Nuisances, Noise, Music, Odor or Hazardous Substances. Tenant shall not commit any nuisance; nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the Premises. At all times, Tenant shall comply with the City's Noise Ordinance in the use and operation of the Premises, including the Observation Deck and the Pier Restaurant Operations. Except as otherwise provided herein or as authorized in a special event permit approved by the City, music on the Premises shall be limited to ambient dining music as is customary and consistent with the quality, amenities and service provided in other comparable first class restaurants.

Tenant shall not bring on, deposit or allow to be brought on or adjacent to the Premises, any Hazardous Substances or other noxious materials or substances, as the same may be defined by federal, state or local laws, codes, ordinances, rules, or regulations ("Environmental Laws"); nor make any use of the Premises, or any part thereof, or allow any equipment therein, which is offensive, a nuisance or contrary to applicable law.

13.2. Compliance with Laws. Tenant shall comply with all applicable federal, State, County, and City statutes, laws, ordinances, resolutions, and governmental rules, regulations and orders as may be in effect now or at any time during the Term (collectively "Applicable Laws"), all as may be amended, which are applicable to Tenant, the Premises, the Tenant Improvements or the Pier Restaurant Operations conducted at the Premises. A violation of any such Applicable Laws, not cured within any applicable notice and cure period, shall constitute a material breach of this Lease, and in such event,

Landlord shall be entitled to exercise any and all rights and remedies provided in this Lease and available at law and in equity. Tenant shall provide for background checks as set forth in Section III, paragraph 18 of the ITN and Section 38-140 of the City Code of Ordinances.

13.3. Notice of Laws and Compliance. Tenant agrees to give Landlord notice of any law, ordinance, rule, regulation, requirement, inquiry or audit which is enacted, passed, promulgated, made, issued or adopted by any governmental authority with jurisdiction during the Term that affects the Premises, the Pier Restaurant Operations, or Tenant's use or operation thereof, received by Tenant, or a copy of which is posted on, or fastened or attached to the Premises or otherwise brought to the attention of Tenant, by transmitting within five (5) days after such service, receipt, posting, fastening or attaching or after the same otherwise comes to the attention of Tenant, a copy of each and every one thereof to Landlord. At the same time, Tenant shall inform Landlord as to the steps that Tenant proposes to do or take in order to comply therewith or respond thereto. Notwithstanding the foregoing, however, if such work or step would require any alterations to the Premises, and if Tenant does not desire to contest the same, Tenant shall, if Landlord so requests, defer compliance therewith in order that Landlord may, if Landlord wishes, contest or seek modification of or other relief with respect to such requirements, but nothing herein shall relieve Tenant of the duty and obligation, at Tenant's expense, to comply with such requirements, or such requirements as modified whenever Landlord shall so direct and approve. Notwithstanding the foregoing, Tenant shall furnish the City a copy of each Health Department inspection within two (2) business days of Tenant's receipt.

14. RELATIONSHIP OF PARTIES.

Nothing herein contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the payment of Rent nor any other provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City is the Landlord under this Agreement and that there exists a Landlord/Tenant relationship between Landlord and Tenant, Tenant acknowledges and agrees that this Agreement does not grant Tenant any rights or create any exceptions to its obligation to comply with and meet the requirements of the City's Charter and Ordinances, resolutions and codes, and that the Landlord/Tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all police powers and requirements of the City's Building and Planning Department or other pertinent City agencies.

15. LICENSES, FEES AND TAXES

15.1. Payment of Taxes, Assessments, Fees and Charges. Tenant shall be responsible for and shall timely pay before their respective due dates, to the appropriate collecting authorities, all federal, State, County, and City taxes, licenses, permits, assessments, and fees, which are now or may subsequently be levied upon or apportioned to the Premises or the leasehold estate granted by this Agreement (or any occupancy interest), or upon Tenant, or upon any of Tenant's property used in connection with this Agreement, or upon any rentals or other sums payable under this Agreement, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, State, County and City licenses and permits, now or subsequently required for the operation of the business conducted by Tenant including, but not limited to, business tax receipts and occupational licenses.

15.2 Landlord to Request Estimate. Promptly after the Effective Date, Landlord agrees to submit a copy of this Agreement to the Broward County Property Appraiser and to request a statement of the appraised value of the taxable real and personal property subject to this Agreement. Landlord and/or the Broward County Property Appraiser will determine the amount of the estimated taxes to be paid by Tenant during the first year of the Term and Tenant shall pay the estimated taxes as determined by Landlord and/or the Broward County Property Appraiser. Tenant shall pay the estimated taxes, which will be prorated over the number of months of the Term that occur during the first calendar year.

16. OPERATION, UTILITIES, MAINTENANCE AND REPAIR EXPENSES.

16.1. Maintenance and Repair of Premises. Tenant, at its sole cost and expense, from and after the Possession Date and throughout the Term (and any Renewal Terms thereof), shall assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements (except as provided below with respect to equipment) and capital improvements to the Premises and the Restaurant generally, with the exception of the roof, and structural repairs to the Building (not necessitated by the negligence or default of Tenant).

Tenant shall perform all maintenance, repairs, replacements and capital improvements in a good and workmanlike manner in accordance with all Applicable Laws. All materials utilized in any repairs or replacements shall be of a quality and grade comparable or superior to that in existence in the Premises as of the Occupancy Date. Except as otherwise set forth in this Lease, Tenant shall be required to keep the Premises in good, tenantable, useable condition throughout the Term (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality of the foregoing, Tenant shall:

- a. Keep and maintain the Premises at all times in a clean and orderly condition and appearance.
- b. Provide and maintain all lights and similar devices, HVAC system, elevator, ceiling (except repairing leaks not caused by Tenant, or its agents, contractors and employees),

fire protection and safety equipment and all other equipment of every kind and nature required by Applicable Laws in good working order and condition.

c. Be responsible for the maintenance and repair of all utilities servicing the Premises including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon any portion of the Premises which are controlled by Tenant.

d. Provide adequate security measures for the Premises and all portions of them as would be reasonable for the purposes of protecting persons and property. This is not to be construed as requiring dedicated security personnel.

e. Be responsible for the cleaning and refuse disposal for refuse generated by the operation of the Tenant on the Premises as necessary to keep the appearance of the entire facility in good order and condition. Such cleaning and refuse disposal shall be performed on a daily basis.

f. During the Term, subject to the provisions of this Lease, structural repairs or replacements to the Premises, shall be undertaken by Landlord, unless such repairs or replacement are required due to the wrongful acts, or omissions of Tenant, its employees, agents, contractors, invitees or guests. Tenant shall not cause or permit any penetrations into the roof membrane or otherwise perform any alteration on or about the roof that may void or limit Landlord's roofing warranty. To the extent any roofing penetration is necessary, Tenant shall if required by Landlord, hire Landlord's designated roofing contractor to perform or supervise such roof penetration work so as to prevent any voiding or impairment of Landlord's roofing warranty. Should Landlord be required to make any repairs to which it is obligated, Tenant shall cooperate with Landlord in providing access and adjust its operating schedule and operations to permit such repairs; if major repairs are required, not as a result of wrongful actions or omissions by the Tenant, which require the restaurant to be closed, rent shall be abated during the time needed for repairs as its sole and exclusive remedy.

16.1.1. HVAC System; Maintenance and Repair. Landlord represents that there is an HVAC system serving the Premises, but makes no representation as to its operating condition. Tenant shall be responsible for all repairs and maintenance to the HVAC system, at Tenant's sole cost and expense, and replacement of the HVAC System during the Term. Tenant shall maintain, at Tenant's expense, an HVAC service contract with a vendor acceptable to Landlord for periodic servicing of the HVAC. Any replacement of the HVAC will require that the units be at a minimum of 14 SEERS, be connected to an energy saving meter, and be consistent with the LEED certification requirements.

16.2 Pest Control. Tenant shall be responsible for providing regular monthly extermination of insects and rodents in the Premises, at Tenant's expense. Tenant's pest control activities must be sufficient to keep the Premises free from insect and rodent infestation, to Landlord's reasonable satisfaction.

16.3 Janitorial Services.

- a. Tenant shall be responsible for the leased area's janitorial services and trash and garbage removal. It is encouraged that the Tenant implement a recycling plan to reduce the amount of materials entering the City's solid waste stream. The Tenant shall also be mindful of the litter produced by its customers around the immediate area of the leased area and assist the Landlord to the greatest extent possible in cleaning-up such litter.
- b. Tenant shall comply with all applicable safety and health laws, codes, and regulations, including OSHA regulations, and shall maintain the Premises in accordance with such laws, codes, and regulations. All hazardous materials including spent grease and cooking oil shall be kept out of public sight at all times. Any incident relating to hazardous materials shall be reported to the Landlord immediately.
- c. All Maintenance required to be performed by Tenant under this Lease shall be at the sole expense of the Tenant. The Premises will be subject to general inspection by the Landlord to insure quality of maintenance, appearance, and physical condition.
- d. In the event that the leased area is not kept to the required minimum standards, the Landlord may take such action as deemed appropriate by the Landlord and allowable by the Lease up to and including termination of the Lease (provided that for termination at least 10 days prior written notice to Tenant and the right to cure is provided). The Tenant shall be liable for any remedial expenses incurred by Landlord.

16.4 LEED Certification / Green Building Maintenance. The Pier Restaurant Building is designed and constructed in line with the sustainable development goals in achieving the LEED Certification. The following Green Practices are required to be employed by the Tenant:

- Use green, non-toxic products for restrooms cleaning.
- Use green, non-toxic products for pest control.
- Any other green environmentally conscious efforts committed to by the Tenant in their Proposal

16.5 Utilities. From and after the Possession Date, Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, cable, and all other utility and other costs of any and all types whatsoever, which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. Landlord represents and warrants that the aforesaid utilities that will be provided to the Premises

are or will be separately metered and will not include any such utilities consumed on any other portion of the Pier.

16.5.1 Water Meter. If a separate water meter is necessary, Tenant shall pay for the cost of the installation of separate water meter to service the Premises, and shall be responsible for the payment of all water consumption and bills for the Premises.

16.5.2. Electrical Capacity. Tenant will be responsible for ascertaining that the electrical capacity is sufficient to operate the Premises without any adverse impact to the portions of the Building used by Landlord. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current beyond normal restaurant operations without Landlord's approval. If necessary, Tenant shall pay for the cost of the installation of a separate electric meter(s) to service the Premises, and shall be responsible for the payment of all electrical service and bills for the Premises.

16.5.3. Propane Tanks. Tenant, at its sole cost and expense, shall install all propane gas tanks required by Tenant for gas service to the Premises. The gas tanks shall be installed above ground or underground in a location to be approved by Landlord.

16.5.4 Telephone Lines. If Tenant desires to obtain, at Tenant's expense, telephone, internet, satellite, cable, burglar alarm or signal service in the Premises, Landlord shall direct where and how the connections and all wiring for such services shall be introduced and run. No boring, cutting or installation of wires or cables shall be permitted without Landlord's approval. Tenant shall be responsible for maintaining any existing telephone lines serving the Premises and for installing any additional telephone lines if desired by Tenant. Any such additional lines shall be installed in areas designated by the Landlord. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability or damage to any other telephone lines or Building systems resulting from Tenant's installation or maintenance of its telephone lines.

16.5.5 Connection, Distribution and Maintenance. Tenant shall be responsible for the connection, distribution, maintenance, and repair of all utilities within the Premises, including, without limitation, water, electrical, telephone, internet, satellite, and cable service.

16.5.6 Utility Payments. Commencing on the Possession Date and at all times during the Term thereafter, Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, cable, and all other utility and other costs of any and all types whatsoever, which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. Landlord represents and warrants that the aforesaid utilities that will be provided to the Premises are or will be separately metered and will not include any such utilities consumed on any other portion of the Pier that is not part of the Premises or otherwise occupied by Tenant. If Tenant fails to pay any utility charges on a timely basis, Landlord shall have the right, but not the obligation, to pay same, and all sums advanced by Landlord on Tenant's behalf shall be deemed Additional Rent and become immediately due and payable by Tenant, with interest at the maximum

legal rate.

16.5.7 Interruption of Utility Service. Landlord does not warrant that any utility services to the Premises shall be free from interruptions caused by war, acts of terrorism, insurrection, civil commotion, riots, acts of God, enemy or government action, repairs, renewals, strikes, lockouts, picketing (whether legal or illegal), accidents, or any other causes beyond the reasonable control of Landlord. Under no circumstances shall any interruption of utility services be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement, unless the interruption is caused by Landlord's negligence or intentional acts.

16.6 Licenses and Permits; Standard for Operation of Premises and Pier Restaurant Operations. It will be the responsibility of the Tenant, at Tenant's sole cost and expense, to secure and renew all necessary licenses and certificates and to keep and maintain the Premises (including without limitation the Furniture, Fixture and Equipment) throughout the Term of this Agreement and Renewal Terms, in good order, repair and condition including, without limitation, performing maintenance, and making necessary repairs, replacements, improvements, and substitutions so that (i) the Premises will be operated in compliance with the applicable provisions of the Agreement and (ii) throughout the Term of this Agreement and Renewal Terms, the restaurant café and Pier Restaurant Operations will be managed, operated and performed by Tenant, and maintained and repaired, in a first class manner consistent with the quality, amenities and service provided in other comparable first class restaurants and facilities in Broward County and Deerfield Beach .

16.7 Tenant's Failure to Maintain. If Tenant fails to maintain or repair the Premises, the HVAC System, the grease trap or the septic tank, as required by this Agreement, upon 20 days prior written notice to Tenant (except for conditions that affect the structural integrity of the Building or the public health, safety and welfare, which shall only require written notice to the Tenant that includes a reasonable period of time to respond under the circumstances as to whether Tenant shall cure, which time shall not exceed 24 hours), Landlord shall have the right, but not the obligation, to undertake all maintenance and repairs that may be required, and to charge Tenant for all costs of such maintenance and repair. Any repair or maintenance costs incurred by Landlord shall be deemed Additional Rent and if not paid by Tenant within five (5) business days after demand shall bear interest at the highest rate permitted by law. In addition, failure of Tenant to maintain shall allow Landlord the right to termination this Agreement.

16.8 Emergency Events and Wind Events. Tenant shall be responsible for securing all property owned by the Tenant to include furniture to avoid such property becoming damaged or becoming a projectile that would cause or potentially cause harm to both property and life. Further, Tenant shall be responsible for taking precautions on and about the lease Premises as would be reasonable under the circumstances in order to protect the leased Premises from the effects of the hurricane or other storm or wind event. The Tenant shall comply with all federal, state, or local evacuation notices, and

pier closings. The Tenant and Landlord shall work in cooperation to ensure a safe and expedient proactive response to emergency events, both natural and man-made.

17. MECHANICS' LIENS.

Tenant represents, warrants, and covenants to Landlord that the Premises shall be at all times kept free and clear of all liens, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord). If any claim of lien or notice of lien shall be filed against the Premises created by or through Tenant, Tenant shall promptly cause the same to be discharged of record by payment, deposit, transfer bond, or order of a court of competent jurisdiction, but in no event more than fifteen (15) calendar days after notice of any such filing. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction lien, mechanic's lien or both against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum disclaiming such liability on the part of Landlord and shall be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

Tenant further agrees to indemnify and hold harmless Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Additional Rent due from Tenant to Landlord and shall be included in any lien for Rent.

The Tenant shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all material men, contractors, subcontractors, mechanics, suppliers and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any work done, material furnished or equipment installed at the request or instruction of Tenant regardless of whether Landlord has approved or consented to such work or improvements. Tenant hereby agrees to notify such persons or entities in writing of the provisions hereof prior to the commencement of any such work or improvements.

18. LOSS; DAMAGE.

Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by radon, mold, dampness, humidity or by any other cause or nature

whatsoever, nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in or on or adjacent to the Premises, or caused by construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Premises. Tenant shall give immediate notice to Landlord in case of fire or accidents occurring in the Premises or of defects therein or in any fixtures or equipment located therein. Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises. The above limitation shall not apply to any negligent or willful act by Landlord.

19. ASSIGNMENT AND SUBLETTING.

Tenant shall not, directly or indirectly, sell, convey, transfer, or assign, or mortgage, sublease, pledge or otherwise encumber or dispose of all or any portion of its interest in this Agreement. The Landlord shall have a right to approve or disallow any proposed sale of more than 50% of the assets of Tenant or the entity that constitutes the Tenant, or the entity that owns or is the managing member of the Tenant (or more than 50% of the beneficial interests thereof), and may specifically disapprove such sale if the new Tenant cannot demonstrate that the purchaser meets the qualifications in the ITN to the same extent as Tenant. In the event Purchaser meets the qualifications set forth in the ITN and is approved by the Landlord and agrees to be subject to all the terms and conditions of this Agreement (including but not limited to providing the Letter of Credit to the Landlord) via execution of an assignment agreement in a form approved by the Landlord's attorney, Tenant shall be released from all further liability under the Lease and Landlord shall release any collateral then being held to secure the Tenant's performance under the Lease upon Landlord's consent to the assignment.

Tenant shall not sublet the Premises, or any portion thereof, or grant licenses or concessions in connection with Premises. All such attempts being null and void and shall subject the Agreement to cancellation and termination by Landlord.

20. INDEMNIFICATION OF LANDLORD.

20.1. Indemnification by Tenant.

a. Tenant shall indemnify, defend, and hold harmless Landlord (including its elected officials, officers, employees and agents) from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of architects, attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omissions of Tenant, any Subtenant, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused in connection with this Lease except, and only to the extent, if such claim is directly caused by Landlord's negligence or misconduct (subject to Landlord's applicable sovereign immunity). This indemnity

includes, but is not limited to, claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Improvements, and including the loss of use resulting from them. Payment of any amount due pursuant to this Section shall, after receipt of Notice by Tenant from Landlord that such amount is due, be paid by Tenant if Landlord becomes legally obligated to pay same, or Tenant agrees that it is responsible for such claim, or in the alternative, Landlord, at Landlord's option, may make payment of an amount so due and Tenant shall promptly reimburse Landlord for same. Where the basis for a claim for damages brought against Landlord by a third party is that Landlord has breached a contract or other duty to the third party, and the action or inaction which constitutes the breach was a result of the negligent or wrongful act or omission of Tenant, then Tenant agrees, at Tenant's expense, after written notice from Landlord to defend any action against Landlord that falls within the scope of this Section, or Landlord, at Landlord's option, may elect instead to secure its own attorney to defend any such action. If the claimant prevails in a lawsuit on the basis that the breach was a result of the negligent or wrongful act or omission of Tenant, then the reasonable costs and expenses of Landlord incurred in defending such action shall be payable by Tenant. If either Landlord or Tenant is required to incur attorney fees or costs to enforce this Section, the prevailing party in any litigation shall recover all of its attorney fees and costs at both trial and appellate levels.

b. Tenant agrees to also indemnify, defend, save and hold harmless Landlord (including its elected officials, officers, employees and agents), from all damages, liabilities, losses, claims, fines and fees and from any and all suits and actions of every type and description that may be brought against Landlord, its officers, agents and employees on account of any claims, fees, royalties, or costs for any infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

20.2 Indemnification by Tenant's Contractors. Tenant shall require any contractor performing any work in connection with the Tenant Improvements, or any other improvements proposed by Tenant, to indemnify and hold harmless the Landlord, its elected officials, officers, employees and agents, from and against any and all loss, damage, cost or expense, including but not limited to, attorney fees and court costs through all trial and appellate levels with respect to personal injury, property damage or both caused by such contractor, its subcontractors, agents or employees in connection with performing such work.

20.3. Limitation of Landlord Liability. Landlord shall not be liable to Tenant for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of Tenant or property of Tenant which may be caused by the acts, omissions, neglect or fault of Tenant or any persons or entities. All personal property placed or moved into the Premises, including the Furniture, Fixtures and Equipment, shall be at the sole risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property. Tenant agrees to waive any rights of subrogation against Landlord for any such injury or damage to persons or property.

20.4. Landlord Party to Litigation. In the event that Landlord shall be made a party to any litigation commenced against Tenant or otherwise solely by reason of its Landlord status and not as a result of the Landlord's negligent acts or willful misconduct, then Tenant shall defend, protect and hold Landlord harmless (with counsel reasonably acceptable to Landlord) and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

20.5. Indemnification; Breach of Environmental Laws. In the event any such claim, cost or damage results from the breach, violation or alleged violation of any Environmental Laws, the foregoing indemnification and hold harmless agreement shall include, without limitation, indemnification against all costs in law or in equity of removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances as necessary to comply with Environmental Laws, all costs associated with any corrective action work, all costs associated with claims for damages to persons, property, or natural resources, any loss from diminution in the value of the Landlord's interest in the Premises, and Landlord's reasonable attorneys' fees and consultants' fees, court costs, and expenses incurred in connection therewith. This shall exclude any pre-existing conditions identified or known to Landlord as of the Possession Date of this Agreement.

20.6. No Waiver of Sovereign Immunity. Landlord is a political subdivision as defined in Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or treated as a waiver by the Landlord or the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

20.7. Survival of Provisions. The provisions of this Section 20 shall survive the expiration or termination of this Agreement.

21. DAMAGE TO OR DESTRUCTION OF PREMISES.

21.1. Notice Requirement. Tenant shall give immediate written notice to Landlord in case of any fire, casualty or other damage to the Premises ("Casualty").

21.2. Removal of Debris/Repair to Ensure Safety. If the Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises. Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will ensure the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds shall be paid to Tenant for such purpose.

21.3. Minor Damage. If Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty but not rendered wholly

untenantable or unusable, Rent shall continue unabated; provided however that in the event either the Observation Deck or the first floor Restaurant location is rendered wholly unusable or untenantable (but not both), Rent shall be abated as to that portion of the Premises that are untenantable or unusable for such period as it remains untenable or unusable, and the Rent payment due, and the natural breakpoint for Percentage Rent, shall be prorated based on the square footage of the portion of the Premises that is not untenable or unusable. Except as otherwise provided in Section 21.4 below, the Premises shall be repaired and restored promptly to the condition they were in prior to such casualty by Landlord and by Tenant and to the extent that such damage is covered by Landlord's and Tenant's insurance, the proceeds shall be made available for that purpose.

21.4 Damage to or Destruction of Premises. If the Premises, or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render either or both untenantable or unusable, nothing in this Lease shall be deemed or construed to require or obligate Landlord to repair, rebuild, replace or restore either or both or any portion of the Premises. If Landlord elects to repair, rebuild, restore or reconstruct the Premises, it shall only be obligated to do so to the extent of the insurance proceeds available therefore. In the event of damage to the Premises which renders more than 30% of the Premises untenantable or unusable, and Landlord elects not to repair, rebuild, replace or restore the Premises pursuant to a written notice to Tenant, which Landlord shall give no later than thirty (30) days after such casualty, then the Lease shall be terminated effective as of the date of such casualty, unless otherwise agree to by the parties in writing. Provided the casualty resulting in the damage or destruction was not caused by the negligence or wrongful act or omission of Tenant, all insurance proceeds payable to Tenant under its policies shall be retained by Tenant without any obligation to pay any portion thereof to Landlord. Upon termination, Tenant shall surrender the Premises and all fixtures (including but not limited the equipment provided by City on the Occupancy Date) to Landlord immediately and the parties will have no further obligations to each other hereunder, except as otherwise provided to the contrary in this Lease.

22. CONDEMNATION.

In the event that the Premises or any material part thereof is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, by a governmental agency (excluding the City), Landlord and Tenant agree that this Agreement shall be cancelled, and Rent shall abate as of the date of taking.

23. DEFAULT.

23.1. One or more of the following events shall constitute an event of default under this Agreement:

- a.** Tenant voluntarily abandons the Premises or discontinues its operations on the Premises for a period of five (5) consecutive calendar days in a twelve-month calendar year, other than as a result of casualty, condemnation, major renovation, or one or more acts of Force Majeure; or
- b.** Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises (other than that created by or through Landlord) is not removed, or transferred to bond pursuant to Florida law, within thirty (30) calendar days after Tenant or Landlord, or both have received notice of such lien, claim or encumbrance; or
- c.** Tenant fails to pay any item constituting Rent when due to Landlord and Tenant continues in its failure to make any such payments for a period of ten (10) calendar days after Notice is given to make such payments; provided however, Landlord shall not be required to provide Notice of non-payment of Rent on more than one (1) occasion in any twelve (12) month period; or
- d.** Tenant fails to make any other payment required under this Lease when due to Landlord and continues in its failure to make any such other payments required under this Lease for a period of fifteen (15) calendar days after Notice is given to make such payments; or
- e.** Tenant fails to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, including without limitation all rules and regulations in effect from time to time in accordance with the terms of this Lease, performed or observed within thirty (30) calendar days after Notice of default (except where fulfillment of its obligation requires activity over a greater period of time and Tenant has commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after Notice and continues such performance without material interruption); provided, however, the foregoing shall not apply if Tenant's failure to perform is due directly to the wrongful acts or omissions of Landlord; or
- f.** Tenant makes an assignment for the benefit of creditors; or
- g.** Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or
- h.** If, within sixty (60) days after the appointment of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant in the Premises, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated.

- i. Tenant submits a Statement which is materially false and misleading (i.e., a misstatement of Gross Sales by more than three percent (3%) as determined by the CPA).

23.1.1 Habitual Default. Notwithstanding the foregoing, in the event that Tenant has committed a monetary breach or default three (3) or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual monetary breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent monetary breaches or defaults for the balance of such twelve (12) month period and that any subsequent breaches or defaults for the balance of such twelve (12) month period, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease which termination shall be effective upon delivery of the Notice to Tenant.

23.2 Remedies. Upon the occurrence of any event of default set forth in Section 23.1 above, or at any time thereafter during the continuance of such event, Landlord may exercise any of the following rights and remedies:

- e. Landlord may, pursuant to written notice to Tenant, terminate this Lease and, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all rents and other sums and damages due or in existence at the time of such termination, including without limitation, (i) all Base Rent and Additional Rent; (ii) all other sums, charges, payments, costs and expenses agreed, and required or both to be paid by Tenant to Landlord under this Lease; (iii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorney fees and court costs; (iv) all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; and (v) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts of them including without limitation, brokerage fees, attorney fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts of them; or
- f. Landlord may, pursuant to any prior notice required by law or this Lease, and without terminating this Lease, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to relet the same or any part or parts of them and relet or attempt to relet the Premises or any part or parts of them for such Term or terms (which may be for a term or terms extending beyond the Initial Term), at such rents and upon such other terms and provisions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to

relet the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or subtenant is acceptable to Landlord. Upon any reletting, all rents, whether Base Rent or Additional Rent received by Landlord from such reletting shall be applied:

(a) first to the payment of all costs and expenses of recovering possession of the Premises; (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorney fees and the cost of any alterations, restorations and repairs reasonably required for such reletting; (c) third, to the payment of any indebtedness, other than Rent, due under this Lease from Tenant to Landlord; (d) fourth, to the repayment of Landlord of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; (e) fifth, to the payment of all Rents due and unpaid under this Lease; (f) sixth, the residue, if any, shall be held by Landlord and applied to payment of future Rent when the same may become due and payable under this Lease. If the rents received from such reletting during any period shall be less than that required to be paid during that period by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord within ten (10) days after demand therefor and, upon Tenant's failure to do so, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency may be calculated and paid at the time each or any payment of Rent shall otherwise become due under this Lease, or, at the option of Landlord, at any times during or at the end of the Term. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to Tenant. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts of them for the account of Tenant without termination, Landlord may, at any time thereafter upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease; and Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all rents, including Base Rent and Additional Rent, and all other sums, charges, payments, costs and expenses due from Tenant to Landlord under this Lease, either: (i) as they become due under this Lease; or (ii) at Landlord's option, Landlord may accelerate the maturity and due date of the whole or any part of Base Rent and Additional Rent for the entire then-remaining unexpired balance of the Term, together with the amount of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord under this Lease, including

without limitation, damages for breach or default of Tenant's obligations under this Lease in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. For purposes of determining the total amount due from Tenant to Landlord upon any such acceleration, Base Rent (where not specified in this Lease) and Additional Rent shall each be treated as being subject to increase in each remaining Lease Year of the entire then remaining balance of the Lease Term at the rate of three percent (3%) per year. However, all accelerated sums due from Tenant to Landlord pursuant to the foregoing provisions of this paragraph shall be subject to adjustment to the then-present value of such accelerated sums at the time of their actual payment by Tenant to Landlord based upon a five percent (5%) discount rate, which discount rate is agreed upon by, and acceptable to, each party to this Lease as evidenced by each party's execution of this Lease. Landlord may recover and collect all such unpaid Rent and other sums so sued by Tenant by distress, levy, execution or otherwise. Regardless of which of the alternative remedies is chosen by Landlord under the foregoing provisions of this paragraph, Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

- g. Landlord shall have, receive, and enjoy as Landlord's sole and absolute property, any and all sums collected by Landlord as rent or otherwise upon reletting the Premises after Landlord shall resume possession of the Premises as provided by this Lease, including, without limitation, any amounts by which the sum or sums so collected shall exceed the continuing liability of Tenant under this Lease. If Landlord shall have accelerated Rent payments and collected same from Tenant, and subsequently shall have relet the Premises, then Landlord, after deducting all costs related to reletting, including those described or anticipated in this Section shall pay to Tenant the net amount remaining at the end of the Term, which shall have actually been collected as net rent from third parties, to the extent Landlord shall have previously received the applicable Rent from Tenant.

23.2.2 Additional Remedy. In addition to the remedies specified above, Landlord shall have the right of injunction and shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not provided in this Lease. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy set forth in this Lease or at law or in equity. Nothing contained in this Lease shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the right or the interest of the Landlord in the Premises and in this Lease.

23.3 No Waiver. If Landlord shall institute proceedings against Tenant and a compromise or settlement of it shall be made, the same shall not constitute a waiver of the future breach of the same or of any other covenant, condition or agreement set forth in this Lease, nor of any of Landlord's rights under this Lease, unless expressly set forth in such settlement. Neither the payment by Tenant of a lesser amount than the installments of Base Rent, Additional Rent or of any sums due under this Lease nor any endorsement or statement on any check or letter accompanying a check for payment of Rent other sums payable under this Lease be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sums or to pursue any other remedy available to Landlord. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

23.4 Landlord may Cure Tenant's Defaults. If Tenant defaults in the making of any payment or in the doing of any act required in this Lease to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest on them at the highest rate allowable under the laws of the State from the date paid by Landlord to the date of payment of them by Tenant, shall be immediately paid by Tenant to Landlord, provided, however, that nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant or bar Landlord from pursuing any remedy to which it is otherwise entitled on account of such default.

23.5 Landlord's Lien. Landlord shall have a lien upon, and Tenant grants to Landlord a security interest in, all personal property and equipment of Tenant located in the Premises, and all accounts receivable rents, monies, or other consideration paid or to be paid to Tenant with respect to any sublease, assignment, transfer or encumbrance of Tenant's interest in this Lease or the Premises or any portion of them (no consent to the same by Landlord being implied), as security for the payment of all Rent and the performance of all other obligations of Tenant required by this Lease; provided however, that the lien shall not attach to the proceeds of any sale of the Tenant's interest in connection with a permitted Assignment of this Lease. The provision of this Section relating to such lien and security interest shall constitute a security agreement under and subject to the laws of the Florida so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Premises, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenant agrees to execute as debtor such UCC-1 financing statement or statements as Landlord may now or hereafter request. Landlord may at its election at any time file a copy of this Lease or any part of it or reference to it as a financing statement. Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. Tenant shall not place a lien, mortgage, encumbrance or other form of security interest on the Tenant Improvements, Furniture, Fixture and Equipment (FF&E), improvements, furniture, fixtures, equipment,

goods and chattels of Tenant which shall or may be brought or put on or into the Premises, all of which shall be free and clear of liens, mortgages, encumbrances or other security interests.

23.6 Non-exclusive Remedies. All rights and remedies of the parties under this Lease or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. Upon termination or expiration of this Lease, Tenant shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

24. WAIVER OF DEFAULT.

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, at law and/or in equity.

No waiver of any term, provision, condition or covenant of this Agreement by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Agreement and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder.

25. RIGHTS OF ENTRY.

25.1. Access Landlord, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times and upon forty-eight (48) hours advance notice (except in the event of an emergency, to be determined in Landlord's reasonable discretion, in which event no notice shall be required) to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing for which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided that, in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement. Landlord and Tenant agree that to the extent there is any restriction on Landlord's right of entry to the Premises, said shall apply solely to Landlord in its capacity as a landlord and do not apply to Landlord in its capacity as a municipality with jurisdiction over the Premises where it is located. During the last Lease Year preceding the Lease expiration (provided that the Lease is not renewed as provided herein), Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" or similar signs, which signs Tenant shall permit to remain without molestation.

25.2. Maintenance of Utilities. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the reasonable opinion of Landlord, be deemed necessary or advisable and from time to time to maintain such systems or parts of them and in connection with such maintenance.

25.3 No eviction. The exercise of any or all of the rights specified in this Section 25 by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

25.4 Police Powers. Nothing contained in this Lease shall be deemed to in any way limit Landlord and City in the exercise of their police and regulatory powers or their powers of eminent domain.

25.5 Possession and Control. Tenant is and shall be in exclusive control and possession of the Premises, and Landlord shall not, in any event whatsoever, be liable for any injury or damage to any property or to any person happening in, on or about the Premises, nor for any injury or damage to any property of Tenant, or of any other person or persons contained therein, unless caused by the negligence or willful intentional act of the Landlord. Notwithstanding the foregoing, however, Landlord is expressly permitted to enter and inspect the Premises at all reasonable times and upon reasonable notice pursuant to this Section. Such entering and inspections rights are, however, made for the sole and express purpose of enabling Landlord to be informed as to whether Tenant is complying with the agreements, terms, covenants and conditions of this Agreement and if Landlord so desires, to do such acts as Tenant shall have failed to do after notice from Landlord as otherwise required herein. Such access and inspection rights shall not in any event impose upon Landlord any obligations not expressly set forth herein.

26. RELEASE AND CONDITION OF THE PREMISES.

26.1. Sole Reliance. Tenant is relying solely upon its own inspections, investigations and analyses of the Premises and is not relying in any way upon the representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by the Landlord or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding the Premises.

26.2 As-Is, Where-Is.

26.2.1. TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES, AND ALL COMPONENTS THEREOF, ARE BEING LEASED IN AN "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE PREMISES AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LANDLORD.

26.2.2. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OPERABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PREMISES.

26.2.3. TENANT ACKNOWLEDGES AND AGREES THAT, LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, MATERIAL OR SUBSTANCE.

Tenant acknowledges that, the As-Is and Where-Is condition and faults of the Premises for purposes of this Section include the following: (i) the quality, nature, adequacy or physical condition of the Premises including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, or the electrical, mechanical, HVAC, or sewage at the Premises, if any; (ii) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Premises; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Premises, or access thereto; (iv) the qualification or feasibility of the Premises; (v) the zoning classification, use or other legal status of the Premises; (vi) the Premises' compliance with any applicable building codes and setback requirements; or (vii) the quality of any labor or materials relating in any way to the Premises.

27. NOTICE; APPROVALS.

27.1. Notices. All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

TO LANDLORD:

City of Deerfield Beach
David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
DSantucci@Deerfield-Beach.com

With a Copy to:

Anthony C. Soroka, Esq.
Weiss Serota Helfman Cole & Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431
ASoroka@wsh-law.com

TO TENANT:

Deerfield Beach Café, LLC
Danielle Rosse
245 NE 21st Avenue
Deerfield Beach, Florida 33341

With a Copy to:

Joel Koeppe, Esq.
Koeppe Law Group
1515 N Flagler Dr Ste 220
West Palm Beach, FL 33401

27.2. Whenever this Agreement provides for Landlord's approval or consent, said approval or consent shall be in writing, absent which any alleged approval or consent shall not be binding on Landlord.

27.3. Whenever Landlord's or Tenant's approval or consent is required pursuant to this Agreement, it shall not be unreasonably withheld or delayed, except as may otherwise be expressly provided herein.

27.4. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given three (3) days following the date of certified mailing.

28. SURRENDER OF PREMISES.

28.1. Condition of Premises at Termination of Agreement. Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises at the end of the Term of this Agreement or upon any cancellation or early termination of this Agreement. Tenant shall surrender the Premises in good condition, including all Furniture, Fixtures and Equipment, as required pursuant to this Lease, so that it can continue to operate, fully equipped, reasonable wear, tear, casualty and condemnation excepted. All maintenance and repairs shall be completed prior to surrender.

28.2. Holding Over. Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises after the expiration of the Term or cancellation or earlier termination thereof, Tenant shall pay Landlord two hundred percent (200%) of the amount of Rent then applicable.

28.3. Acceptance of Surrender. No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality as this Lease. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

29. MISCELLANEOUS.

29.1. Interpretation; Section Headings. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Agreement are expressed in the total language of this Agreement and the Section headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Agreement.

29.2 Addendums; Exhibits; No Recording. Any amendment or addendum to this Agreement shall be in writing and formally executed by both parties in the same manner as this Agreement, and shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. All exhibits attached to this Agreement are hereby incorporated in and made a part hereof. Neither this Agreement nor any memorandum or short form thereof shall be recorded in the Public Records of Broward County, Florida.

29.3 Brokerage Commissions. Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with this Agreement and that no broker, salesman agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

29.4 Force Majeure and Unavoidable Delays. Landlord and Tenant shall be excused from performing any term, condition or covenant in this Lease for so long as such performance is delayed or prevented by "Force Majeure", which shall mean labor controversies, strikes and lockouts (whether lawful or not) either industry-wide or with third parties other than Landlord and Tenant, respectively, acts of God, inability to obtain fuel or power, national or local emergencies, restrictions, imposed by any governmental

authority, civil riots, floods, and any other causes not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence, Landlord or Tenant, respectively, is unable, wholly or in part, to prevent or overcome. Other than as specifically provided for herein, the provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any other payments required herein.

29.5 Tenant's Corporate Status and Representations. Tenant is a limited liability company organized and existing under the laws of the State of Florida and its current registration status is active and in good standing. Attached hereto as Exhibit "E" are a true, complete and correct copy of Tenant's Articles of Incorporation and the names of the owners/members and the percentage ownership or membership interest of the Tenant owned by each owner.

29.6 RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

29.7 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises or of the remainder of the Term of this Agreement shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

29.8 Authorized Representatives. Tenant designates Danielle Rosse as its authorized representative to Landlord on all matters in connection with this Agreement. Landlord designates the City Manager of the City of Deerfield Beach (or his/her designee) as Landlord's authorized representative to Tenant on all matters in connection with this Agreement. Each party shall have the right to rely upon the authority of the authorized representative of the other party to take any and all action pursuant to this Agreement. Either party shall have the right to change its designated representative upon written notice. All requests for action or approvals by the Landlord shall be sent to the City Manager for decision as to who within the Landlord, including the City Commission, must act or approve the matter on behalf of the Landlord.

29.9 No Discrimination. Tenant agrees that, in the performance of its obligations hereunder, neither it nor its employees or agents will discriminate (nor will they permit to occur any discrimination) as to race, color, creed, handicap, sexual orientation

or national origin in any aspect of the Pier Restaurant Operations or in the performance by Tenant (or its employees, operator, or agents) of its obligations under this Agreement.

29.10 Drug Free Workplace Policy. Tenant agrees that, during the Term of this Agreement, it will implement a Drug Free Workplace policy, and will take such steps as may be necessary with regard to the hiring, disciplining and firing of its employees, agents, servants and contractors, as will insure that the Pier Restaurant Operations are operated in a drug free fashion.

29.11 Right of Quiet Enjoyment to Premises. Notwithstanding anything herein to the contrary, Landlord covenants that Tenant upon fulfilling its obligations hereunder, may peaceably and quietly possess, manage, and operate the Premises.

29.12 Florida and Local Laws Prevail; Compliance with Laws. This Agreement shall be governed by the laws of the State of Florida. This Agreement is subject to and shall comply with the Charter and Code of Ordinances of the City of Deerfield Beach. Any conflicts between the provisions of this Agreement and the aforementioned laws and Charter shall be resolved in favor of the latter. Venue for any litigation involving this Agreement shall be in Broward County, Florida.

29.13 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

29.14 Conflicts of Interest: Landlord Representatives Not Individually Liable. No member, official, representative, or employee of Landlord shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of Landlord shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of Landlord shall be personally liable to Tenant or any successor in interest in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Agreement.

29.15 Non-Subordination of Landlord's Interest in Premises. Landlord's fee interest in and ownership of the Premises shall not be subject or subordinate to or encumbered by any lien or encumbrances affecting Tenant's interest in this Agreement or Premises or by any action or conduct of Tenant hereunder. Notwithstanding the provisions of this section, as well as sections 5.5 and 17, and any other reference that provides that the Premises may not be encumbered, Landlord shall have no objection to Tenant entering into financing or leasing agreements that are secured by Tenant's personal property and Landlord agrees to execute any such documents verifying that fact as may be required by Tenant's lender or lessor.

29.16 No Personal Liability of City Commission Members, Administrative Officials or Representatives of Landlord. Tenant acknowledges that this Agreement is entered into by a municipal corporation as landlord and Tenant agrees that no individual City Commissioner, administrative official or representative of Landlord shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

29.17 Prevailing Party; Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

29.18 Waiver of Jury Trial. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Agreement, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Building. Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any noncompulsory counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of Rent or any other payment required of Tenant hereunder.

29.19 Time of Essence. It is understood and agreed between the parties hereto that time is of the essence in all the terms and provisions of this Agreement.

29.20 Successors and Assigns. All terms and provisions of this Agreement to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein.

29.21 Police/Regulatory Powers. City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Agreement

shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by agreement.

29.22 Negotiated Agreement. The parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

29.23 Public Entity Crimes Act. Tenant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133 of the Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord and may not submit bids on leases of real property to Landlord for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement. Tenant represents that there has been no determination that it has committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

29.24 Ownership and Access to Records; Right to Audit. All books, records, documents, deliverables, papers and financial information (the “Records”) that result from this Agreement and the Tenant leasing the Premises and providing the Pier Restaurant Operations pursuant to this Agreement or in any manner related to this Agreement shall be maintained by the Tenant in accordance with the Florida’s “Public Records Act”, and in accordance with the requirements of applicable Florida Law. The City shall, during the term of this Agreement, and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Tenant pursuant to this Agreement or in any manner related to this Agreement. The City may cancel and terminate this Agreement immediately for refusal by the Tenant to allow access by the City to any Records pertaining to the lease of the Premises and the Pier Restaurant Operations or in any manner related to this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

PIER RESTAURANT LEASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement effective as of the last date of execution shown below.

LANDLORD

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

ATTEST:

By: _____
Bill Ganz, Mayor

Date: _____

HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY:

ANTHONY C. SOROKA, CITY ATTORNEY

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____, the _____ of CITY OF DEERFIELD BEACH, a Florida municipal corporation, who executed the foregoing Lease Agreement on behalf of the said municipal corporation. He/she is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____

PIER RESTAURANT LEASE AGREEMENT

TENANT

WITNESSED

DEERFIELD BEACH CAFÉ, LLC

Corporate Secretary

By: _____

Signature

Print Name: _____

Title: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____, the _____ of DEERFIELD BEACH CAFÉ, LLC, a Florida Limited Liability Company, who executed the foregoing Lease Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

DRAFT

EXHIBIT "B"

TENANT IMPROVEMENTS AND INITIAL CAPITAL INVESTMENT; ESTIMATED COSTS

Tenant anticipates the hard and soft costs of the Tenant Improvements to the Premises to be \$2,433,850.10 including furniture, fixtures and equipment and startup costs and start-up reserves.

The following are the proposed Tenant Improvements and estimated costs:

[TENANT TO INSERT BASED ON ITN RESPONSE]

EXHIBIT "C"
RENT SCHEDULE

Base Rent. Starting upon the date that is six (6) months after the Occupancy Date, Base Rent shall be due and payable from Tenant to Landlord in the amounts and in the manner set forth in this Rent Schedule. Base Rent for the first Rental Year of the Term shall be \$210,000.00 per year (\$17,500.00 per month) payable on the first day of each month, plus sales tax, as applicable. The Base Rent for each successive Rental Year of the initial Term shall escalate at 2.0% annually.

The Rent Schedule set forth below shall be controlling over any language description of the amount of Base Rent.

<u>Rental Year</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
1	\$17,500	\$210,000

[REMAINDER TO BE INSERTED]

Percentage Rent. In addition to Base Rent, commencing in the second Rental Year of the initial Term and continuing throughout the Term of the Agreement (including any and all Renewal Terms), Tenant shall pay to Landlord Percentage Rent ("Percentage Rent") in an amount equal to five percent (5.0%) of Gross Revenues for the Rental Year in question, solely to the extent that the Percentage Rent amount exceeds the Base Rent, adjusted annually. Percentage Rent shall be payable on the first day of each quarter of the Term, plus sales tax, as applicable.

EXHIBIT "D"
INSURANCE REQUIREMENTS

A. Coverages Required. In accordance with Paragraph 12 of this Agreement, Tenant shall provide the required insurance policies, placed only with carries carrying on A.M. Best or equivalent rating of A-VII or better as set forth below:

1. Comprehensive General Liability Insurance to protect against bodily injury, death and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Florida Insurance Services Office and must include: Premises and Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.
2. Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.
3. Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws with no less than One Hundred Thousand Dollars (\$100,000.00) in employer liability.
4. Rental Loss (Business Interruption) Insurance in an amount equal to twelve (12) months of not less than eighty percent (80%) of the then applicable Base Rent, taxes, insurance and utility charges.
5. Renter's or Contents Insurance in an amount not less than 100% of the insurable replacement value of all furnishings, fixtures and equipment owned by Tenant and located at the Premises including but not limited to the Improvements.
6. Liquor Liability Policy in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.
7. Builder's Risk Insurance with respect to all Improvements and alterations undertaken by Tenant during the Term.

8. Hazard Insurance. Insurance covering the Premises and Tenant Improvements, and all FF&E, merchandise and other items of Tenant's property or any other property in the Premises, against all loss or damage for hazards under an "all risk" or "special form" property insurance policy including, but not limited to, the perils of fire, lightning, water, sprinkler leakage, bursting or stoppage of pipes, wind, vandalism, malicious mischief, theft, explosion, and perils typically provided under an Extended Coverage Endorsement or Special Property Coverage Form, in an amount equal to 100% of the full replacement value of such property, and business interruption coverage for the actual loss sustained with respect to business interruption.
- B. Tenant acknowledges and agrees that all insurance policies provided by Tenant shall be deemed primary coverage. Additionally, Tenant acknowledges and agrees that the monetary coverages specified above are the minimum acceptable coverages applicable solely to the Premises without regard to any other business operations or locations insured by Tenant. In particular, the specified "aggregate" coverages shall apply solely to the Premises.
- C. Cancellation. Coverage is not to case and is to remain in full force (subject to cancellation notice) throughout the Term. All policies must be endorsed to provide Landlord with at least 30 calendar days' notice of cancellation, restriction or both. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least 60 calendar days' prior to the date of their expiration.
- D. Deficiencies. When such policies or certificates have been delivered by Tenant to Landlord as aforesaid and at any time thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented does not conform with the requirements set forth in this Exhibit either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have 30 calendar days to cure such defect to the extent required pursuant to the Lease Agreement.
- E. Review of Coverage. The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonable determines that such adjustments are necessary to protect Landlord's interest provided such coverages shall not exceed the amount of coverage required at the time of such review by similar quality projects in Broward County, Florida.
- F. Service of Process. The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State.

EXHIBIT “E”
ARTICLES OF INCORPORATION OF TENANT

DRAFT

SECTION VII - LEASE SUMMARY

1. General

This is a summary of some of the major business points, substantially as they appear below, that will be included in the Lease, subject to the negotiations provided for in the ITN. THIS IS NOT THE COMPLETE LEASE. The Successful Restaurateur will be required to accept these business points as part of the lease to be executed by the City and the successful proposer, subject to the negotiations provided for in the ITN. The City Commission and City Attorney shall approve the final Lease agreement. The successful Restaurateur shall be required in the Lease to comply with all other provisions contained within their response to the ITN and as required in the ITN, subject to the negotiations provided for in the ITN.

a. Demise

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord upon the terms and conditions of this Lease. The Premises are depicted in Attachment "B". Tenant has inspected the premises and the Restaurant plans and finds both acceptable.

b. Required Use

Tenant agrees to operate the Premises solely for a restaurant that complies with the provisions contained within their response to the ITN and as required in the ITN.

c. Premises

The Premises shall be the Restaurant located at the Deerfield Beach Fishing Pier, 202 N.E. 21 Avenue, Deerfield Beach, Florida. It is a 4,283 square foot restaurant consisting of 1,738 square feet of interior space, a 1,311 second story observation deck, 494 square feet of second story restroom and storage space and a 740 square foot outdoor seating area overlooking the Atlantic Ocean. The interior space includes a dining room with a maximum occupancy of 44 seats, pick-up area with seating counter, restaurant storage room, office, kitchen, janitor room, walk-in cooler, and restrooms all as depicted in Attachment "B". The second-floor observation deck is included in this Lease. The Premises and all components constituting the same are leased in "AS IS CONDITION".

2. Commencement of Term

The term ("Initial Term") of this Lease shall be a minimum of ten (10) years from the date City tender's possession of the Leased Premises to the Tenant (Tender Date). Tender date is anticipated to be within 60 days of execution of the Lease.

3. Lease Term

a. Initial Lease and Renewal Options

The initial lease term shall be for a minimum of ten (10) years from the Tender Date. It is also the City's intent that the initial lease payments shall be due within sixty (60) days of the Tender Date. The length of the initial term (provided it is a minimum of ten year) and the lease payment commencement date are subject to negotiation.

The Landlord reserves the right, in its sole and absolute discretion, to offer to extend the lease for two (2) additional five (5) year renewal terms thereafter providing all terms conditions and specifications remain the same, with the exception of potential Lease payment enhancements for the Landlord. If the Landlord offers a renewal, and the Tenant wishes to renew, the parties shall execute a renewal agreement extending the Lease under substantially the same terms (except for any new terms based upon changed

circumstances, which are consistent with the material terms of this Lease and upon which both parties agree).

b. Lease Extension

In the event services are scheduled to end because of the expiration of the lease, the Tenant shall continue the service upon the written request of the City Manager or designee. The extension period shall not extend for more than one hundred and eighty (180) days beyond the expiration date of the existing lease. The Landlord shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

4. Irrevocable Letter of Credit

- a. An Irrevocable Standby Letter of Credit (ISLC) in the amount of six (6) months of the proposed base rent shall be required of the successful Restaurateur. The ISLC shall be delivered to the City within five (5) business days of execution of the Lease.
- b. Upon the one-year anniversary date of the Lease Agreement, the ISLC shall be reduced to three (3) months base rent per the executed Lease Agreement and shall remain in effect for the duration of the lease term. The ISLC shall secure the faithful performance of the Tenant's obligations under the Lease Agreement.
- c. The ISLC shall be in a form approved by the City Attorney, drawn on a local Broward, Dade or Palm Beach County bank or bank branch and issued in favor of the City of Deerfield Beach, Florida and stating that the City may draw on the letter if the City Manager certifies that the Tenant is in default under any provision of the Lease.
- d. Acknowledgment and agreement is given by both parties that the amount herein set for the ISLC is not intended to be nor shall it be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Tenant to the City in the event of a material breach of the Lease Agreement by the Tenant. The purpose is to secure Tenant's obligations hereunder. The failure to provide an ISLC in a form acceptable to the City thirty (30) days prior to the expiration of the outstanding ISLC document shall be a breach of the Lease Agreement and entitle the City to demand payment under the outstanding document. Demand by the City under the ISLC does not act as a waiver of any other rights or remedies which the City may have.
- e. In the event the Lease Agreement is breached, canceled, or terminated other than by mutual agreement prior to its normal expiration date, the City may apply the ISLC as required by the Lease Agreement to be held against outstanding Tenant obligations and as an offset against expenses incurred by the City until a new Vendor is contracted. In the case of any breach whereby Tenant is removed from the Premises and no longer a Tenant, the City will diligently pursue a new Tenant with the understanding that said process must comply with applicable City requirements and may include a new competitive solicitation if the Landlord deems it in its best interest.
- f. The Restaurateur may substitute a cash bond, in a form acceptable to the City, in lieu of required letter of credit; all other conditions shall apply to the cash bond and be documented in the acceptance of the cash bond.

5. Rent and Other Financial Obligations of Tenant

a. Base Rent

The Rent Commencement Date shall be the Occupancy Date. Tenant shall pay to Landlord the Base Rent, which Base Rent shall be paid in at least equal monthly installments on or before the first day of each month in advance. Commencing on the first anniversary of the Occupancy Date, and continuing for the remainder of the initial term and any renewal terms, the Base Rent Payment shall increase annually during the initial term and any renewal terms by at least 4%.

b. Other Revenue

[If the Tenant proposes to pay a percentage of gross revenues or other revenues in addition to the Base Rent, the response should clearly identify the revenues proposed and the methodology for calculating the additional revenues, timing of the revenues, frequency and increases, and this provision of the Lease shall apply, subject to negotiation.] .

c. Licenses, Fees and Taxes

Tenant shall pay, on or before their respective due dates, to the appropriate collecting authorities, all federal, State, County, and City taxes, licenses, permits, assessments, and fees, which are now or may subsequently be levied upon or apportioned to the Premises or the leasehold estate granted by this Lease, or upon Tenant, or upon any of Tenant's property used in connection with this Lease, or upon any rentals or other sums payable under this Lease, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, State, County and City licenses and permits, now or subsequently required for the operation of the business conducted by Tenant including, but not limited to, occupational licenses.

d. Proration

Rent, including all taxes, assessments and other expenses in connection with the Premises shall be prorated for any partial Lease Year. If the Occupancy Date is on a day other than the first day of a month, rent for such partial month shall be prorated based on a thirty (30) day month, regardless of the actual amount of days in such month.

e. Utilities

From and after the Occupancy Date, Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, cable, and all other utility and other costs of any and all types whatsoever, which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. Landlord represents and warrants that the aforesaid utilities that will be provided to the Premises are or will be separately metered and will not include any such utilities consumed on any other portion of the Pier.

f. Late Payments – Interest

Landlord shall be entitled to collect interest at the rate of 18% from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be deemed to be Additional Rent and shall not be in lieu of the right of Landlord to enforce other provisions in this Lease and to pursue other remedies provided by law.

g. Place of Payments

All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "City of Deerfield Beach – Finance Department" and shall be paid to Landlord at 150 N.E. 2nd Avenue, Deerfield Beach, Florida, 33441, Attn: Finance Department, or to such other office or address as may be substituted by Landlord for such address. All Rent (together with sales tax) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

h. Proration for Mandatory Closure

In the event of closure due to a natural disaster, such as a tropical storm or hurricane, or other act of nature beyond the reasonable control of Tenant, the Lease Payment shall be prorated for the period of closure in accordance with the Base Rent per Month provided that any closure is specifically due to the act of nature and not through the fault of the Tenant. Please also see Section VI(2)(a) of the ITN which may be applicable under certain circumstances.

6. Cuisine and Dining Operations

- a. The Tenant shall offer a menu that it believes will foster satisfaction and success. The selected operator will also manage the restaurant and its employees in a manner that fosters satisfaction and success.
- b. The Tenant shall offer take-out service at all times, and table service as deemed appropriate by Tenant. Orders shall be prepared to-go or dine-in at the customer's option.

7. Observation Deck

The second story observation deck is part of this Lease. The Tenant shall have rights in providing regular food and beverage service, catering services for special events or private parties on the second story observation deck by virtue of its Lease. The restaurateur will be responsible for the maintenance, security and use of this area under the lease. The City reserves the right to negotiate a public access arrangement for the periodic public use of this space. This use may include arranged days of public use for special events, or other public use as negotiated in the lease.

8. Rights and Uses of Tenant

a. Permitted Use

Tenant shall, commencing as of the Occupancy Date, subject only to the duration of a Force Majeure, continuously use and operate the entire Premises for the Required Use only.

b. Specifically Prohibited Uses

For the purposes of emphasis, Tenant shall be expressly prohibited from using the Premises for the following:

- i. Adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel, or adult theater, as such terms are defined in City Ordinances, as may be amended from time to time.
- ii. Live entertainment of any kind, except with prior authorization through the City's special event application process.
- iii. Any use that requires the storing of hazardous substances, materials or both at the Premises in violation of Applicable Law.
- iv. Any use of the Premises for any residential purposes.

- v. Any use which is not a Required Use.
- vi. Any use prohibited by any applicable law or regulation of any government entity with jurisdiction.

9. Improvements and Furnishings

a. Interior Improvements

Tenant shall make interior and exterior improvements, including any authorized structural changes, (collectively, the "Improvements") as set forth in Tenant's response to the ITN, which shall include the purchase of furnishings to be placed in the existing restaurant, and decorative treatments that are consistent with the theme set forth in the response to the ITN. Tenant shall be responsible for providing all tables, chairs, and other furnishings and decorative treatments which shall be consistent with the theme as presented in its response to the ITN. All restaurant equipment and other restaurant items that are not specifically stated in this Lease as being supplied by Landlord shall be supplied by Tenant. All structural changes will require Tenant to comply with all applicable permitting, Building Code requirements, laws and regulations of applicable jurisdictions.

b. Ownership of Improvements

Landlord shall own all Improvements other than hanging artwork, decorations, or furnishings installed by the Tenant that are not permanently attached to the structure provided that they can be removed without material damage to the structure.

c. Encumbrances

Tenant represents, warrants, and covenants to Landlord that the Premises shall be at all times kept free and clear of all liens, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord). If any claim of lien or notice of lien shall be filed against the Premises created by or through Tenant, Tenant shall, within thirty (30) calendar days after notice of any such filing, cause the same to be discharged of record by payment, deposit, transfer bond, or order of a court of competent jurisdiction. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction lien, mechanic's lien or both against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum disclaiming such liability on the part of Landlord and shall be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

d. Required Governmental Approvals

Tenant, at its sole cost and expense, shall obtain all required governmental approvals from all governmental agencies having jurisdiction over the Premises for any Improvements constructed or to be constructed by Tenant, or any operations undertaken by Tenant, including but not limited to departments, divisions or offices of the State, County, City, and the federal government.

e. Contractor Indemnity

In the event Tenant is permitted to make Improvements requiring a building permit, Tenant shall require any contractor performing any work in connection with its Improvements to indemnify and hold Landlord (including its elected officials, officers, employees and agents) harmless from any and all loss, damage, cost, or expense, including, but not limited to, attorney fees and court costs through all trial and appellate levels with respect to personal

injury, property damage or both caused by such contractor, its subcontractors, agents and employees in connection with performing such work.

f. Contractor Insurance

In the event Tenant is permitted to make Improvements requiring a building permit, Tenant shall require any contractor performing work on the Premises to provide, pay for and maintain in force, during the time such work is being performed, the following insurance policies: (i) comprehensive general liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate; (ii) a minimum of One Million Dollars (\$1,000,000.00) combined single limit automotive liability; (iii) Workers' Compensation and employer's liability insurance in the amounts specified in Section V. With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than thirty (30) calendar days prior to commencement of the construction of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above and expressly including Landlord (including its elected officials, officers, employees and agents) as an additional named insured as its interests may appear. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days' prior written notice to Landlord, and policies must be endorsed to provide the same. Carriers shall meet the insurance ratings specified herein.

g. Alterations During the Term

Tenant shall not cut, drill into, disfigure, deface, or injure any part of the Premises or perform or undertake any alteration, addition, improvement or construction to or in the Premises, other than minor or cosmetic alterations that are interior and nonstructural in nature, without Landlord's prior written consent, which consent shall neither be unreasonably withheld nor delayed except, however, that Landlord may withhold or delay consent at Landlord's sole discretion, for any alteration or Improvement that (i) will alter or affect any portion of the plumbing, heating, ventilating, air conditioning, mechanical, electrical, or other building systems, installations, and facilities of the Premises or structure, façade, wall, roof, or foundation of the Premises, the Pier, or both; (ii) will detract from the use or character of the Premises or be visible from the exterior of the Premises; (iii) will require amendment of any certificate of occupancy for the Premises; (iv) will require the consent of any insurer under any of Landlord's or Tenant's policies of insurance covering the Premises; (v) void or otherwise adversely impair any applicable roofing guaranty in effect or (vii) violate the spirit and intent of the Lease. Any replacement of the A/C system will require that the units be at a minimum of 14 SEERs, be connected to an energy saving meter, and be consistent with the LEED certification requirements. All such alterations and Improvements by Tenant shall be performed at the sole cost of Tenant.

10. Operational Requirements of Tenant; Parking

a. Name

The Premises, when operational, shall be identified by the trade name of _____(Business). Tenant shall conduct its business at the Premises under such name throughout the Term and shall file all necessary documentation required to do so in accordance with Applicable Laws required to do so including, but not limited to, fictitious name registration with the Florida Secretary of State.

b. Operating Schedule

- (1) The Restaurant shall be open on a regular schedule seven days a week as specified in the Restaurateur's proposal. After finalization of the lease, a change in the hours of operations requires City's approval, which may be given in the City Manager's sole and absolute discretion.
- (2) The Tenant shall use its best efforts to maintain consistent hours of operations, but reserves the right to make seasonal or other commercially necessary adjustments.

c. Quality of Services

Tenant shall conduct its operations in a first class, neat, sanitary, and professional manner and in accordance with and subject to the terms and conditions of this Lease and all Applicable Laws. The atmosphere shall be suitable for families with young children. Tenant shall ensure at all times that its standards of operation are of high quality when compared to similar operations in Broward and Palm Beach counties. All personnel shall dress in a manner appropriate for a family restaurant and shall be courteous to the public. All employees shall be fully trained in the tasks they are asked to undertake and said training and performance shall be of a high quality when compared to similar operations in Broward and Palm Beach Counties. Personnel shall wear attire appropriate to the theme and of a family restaurant. Tenant shall control the conduct, demeanor, performance and appearance of its officers, members, employees, agents, volunteers, independent contractors, representatives, guests, and invitees consistent with the operation of a first-class restaurant establishment and otherwise in accordance with Applicable Laws. Tenant shall post and enforce strict behavior and usage policies on and about the Premises, which policies, at a minimum, shall prohibit fighting, reckless actions, abusive language, and misbehavior.

d. Parking

- i. Landlord shall provide two designated parking spaces in the Pier parking lot to the west of the Restaurant; these parking spaces are for restaurant staff and a delivery / unloading area, both of which have been reviewed by Tenant and found acceptable. Other than the two designated spaces described, no other designated parking shall be provided for the Restaurant.

ii. Parking, Fees, and Hours of Operation

The following is subject to change at the discretion of the City Commission.

1. Current Parking Fees

Pier metered parking is \$3.00 per hour Monday through Friday 6am-4pm and \$4.00 per hour Friday at 4 pm Sunday 11:59pm.

2. Current Pier Hours of Operation

Open 6:00 a.m. to 11:00 p.m. daily

3. Current Beach Parking Hours

- Kirk Cottrell Pavilion to Hillsboro Blvd.
 - Monday – Sunday (No parking Midnight to 6:00 a.m.)
- Hillsboro Blvd. to South City Limits
 - Monday – Sunday (No parking 11:00 p.m. to 6:00 a.m.)

- Pier Building Parking Lot
 - 24 hours a day, 7 days a week

11. Other Obligations of Tenant

a. Garbage

- i. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the use and occupancy of the Premises or out of any operations conducted within or upon the Premises in accordance the highest standards of sanitary practice and at all times in accordance with Applicable Laws. When removing such waste, Tenant shall comply with all Applicable Laws relating to sanitation and waste disposal. Any items shall be kept in suitable garbage and waste receptacles, as approved in writing by Landlord.
- ii. The Tenant shall be responsible for all solid waste and recycling fees arising from the Premises or out of any operations conducted within or upon the Premises. Additional waste produced by the Tenant, including, but not limited to, spent grease and oil, hazardous and bio-hazardous materials, and any other waste restricted from entering the solid waste and recycling stream, or not in compliance with the use of the Somat Trash System or LEED certification, shall be the sole responsibility of the Tenant.
- iii. Tenant shall be responsible for daily cleaning of paver patio and walkways surrounding the leased space and regular pressure cleaning of said area on a weekly basis.

b. Odor

Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smoke or noxious gases or vapors which would constitute a nuisance; provided, however, that fumes resulting from normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or as otherwise prohibited by applicable laws.

c. Signs

- i. Tenant shall not affix or attach (or permit the attachment of) any flags, placards, signs, poles, wires, aerals, balloons antennae or fixtures to the outside of the building, without the prior written consent of the City. Any and all flags, placards, signs, poles, wires, aerals, antennae or fixtures that the City, has given permission to attach, to the outside of the premises, must be done so in accordance with all City sign and building codes, and all County and State laws, ordinances, rules and regulations.
- ii. "A west-facing monument will be provided by the City within the landscape area at the intersection of NE 21 Ave and NE 2nd Street, set back approximately 10' from A1A and 15' feet from NE 2nd Street. The restaurant tenant will be provided approximately 15 square feet of sign space on the face of that monument for its name/logo in channel letters. The final location and configuration of the sign shall be in the sole discretion of the City.
- iii. The conformance of any particular sign proposal with the City's Land Development Code, or the City Commission's discretion on any proposed sign code variance, will be a determining factor. In general, a wall sign and a monument sign are allowed by the

Code. Pole signs are not allowed. The west, east, and south walls of the restaurant seating area have been equipped to support signage on the interior of the glass.

d. Hood System and Grease Traps

Tenant agrees to utilize and maintain the hood system and all grease traps. Failure to properly maintain the hood system and grease traps shall be considered a wrongful act of negligence. The grease interceptor is located west of the restaurant within the first parking space of the parking lot.

e. Drainage

In no event shall Tenant permit any drainage to occur from the east side of the Premises on to the adjacent beach area.

12. Compliance with Governmental Requirements

Tenant shall comply with all applicable federal, State, County, and City statutes, laws, ordinances, resolutions, and governmental rules, regulations and orders as may be in effect now or at any time during the Term (collectively "Applicable Laws"), all as may be amended, which are applicable to Tenant, the Premises, or the operations conducted at the Premises. A violation of any such Applicable Laws, not cured within any applicable notice and cure period shall constitute a material breach of this Lease, and in such event, Landlord shall be entitled to exercise any and all rights and remedies provided in this Lease and available at law and in equity.

13. Maintenance and Repair

Tenant shall throughout the Term assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements (except as provided below with respect to equipment) and capital improvement and the Restaurant generally, with the exception of the roof, and structural repairs to the building (not necessitated by the negligence or default of Tenant).

Tenant shall perform all maintenance, repairs, replacements and capital improvements in a good and workmanlike manner in accordance with all Applicable Laws. All materials utilized in any repairs or replacements shall be of a quality and grade comparable or superior to that in existence in the Premises as of the Occupancy Date. Except as otherwise set forth in this Lease, Tenant shall be required to keep the Premises in good, tenantable, useable condition throughout the Term (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality of the foregoing, Tenant shall:

- a.** Keep and maintain the Premises at all times in a clean and orderly condition and appearance.
- b.** Provide and maintain all lights and similar devices, HVAC system, elevator, ceiling (except repairing leaks not caused by Tenant, or its agents, contractors and employees), fire protection and safety equipment and all other equipment of every kind and nature required by Applicable Laws in good working order and condition.
- c.** Be responsible for the maintenance and repair of all utilities servicing the Premises including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon any portion of the Premises which are controlled by Tenant.

- d. Provide adequate security measures for the Premises and all portions of them as would be reasonable for the purposes of protecting persons and property. This is not to be construed as requiring dedicated security personnel.
- e. Be responsible for the cleaning and refuse disposal for refuse generated by the operation of the Tenant on the Premises as necessary to keep the appearance of the entire facility in good order and condition. Such cleaning and refuse disposal shall be performed on a daily basis.
- f. During the Term, subject to the provisions of the lease, structural repairs or replacements to the Premises, shall be undertaken by Landlord, unless such repairs or replacement are required due to the wrongful acts, or omissions of Tenant, its employees, agents, contractors, invitees or guests. Tenant shall not cause or permit any penetrations into the roof membrane or otherwise perform any alteration on or about the roof that may void or limit Landlord's roofing warranty. To the extent any roofing penetration is necessary, Tenant shall if required by Landlord, hire Landlord's designated roofing contractor to perform or supervise such roof penetration work so as to prevent any voiding or impairment of Landlord's roofing warranty. Should Landlord be required to make any repairs to which it is obligated, Tenant shall cooperate with Landlord in providing access and adjust its operating schedule and operations to permit such repairs; if major repairs are required, not as a result of wrongful actions or omissions by the Tenant, which require the restaurant to be closed, rent shall be abated during the time needed for repairs as its sole and exclusive remedy.

14. Intentionally Deleted.

15. LEED Certification / Green Building Maintenance

The Pier Restaurant Building is designed and constructed in line with the sustainable development goals in achieving the LEED Certification. The following Green Practices are required to be employed by the Tenant:

- Use green, non-toxic products for restrooms cleaning.
- Use green, non-toxic products for pest control.
- Any other green environmentally conscious efforts committed to by the Tenant in their Proposal

16. Disposition of Equipment

Except as reserved in Section VII.9.b, upon the termination of this Agreement by lapse of time or otherwise (except for Tenant's default), the Tenant shall have the right (or obligation upon direction of the City) to remove, without damage to City property or premises, all personal equipment and property installed within Restaurant by the Tenant. However, this removal does not include pipes, conduit, wiring, walk-in refrigerator, sinks, or other affixed equipment. Tenant shall have a reasonable amount of time, not to exceed fifteen (15) days, to remove such personal property and shall within twenty (20) days, restore the premises to the condition (ordinary wear and tear excepted) of said property before such installations. If any such equipment and personal property is not removed within the said fifteen (15) days (unless the City has granted an extension in writing for this purpose), the City shall conclude that the Tenant has abandoned such equipment and personal property.

17. Rules and Regulations

The Tenant shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of the agreement, be promulgated by the Parks and Recreation Department Director of the City of Deerfield Beach, or designee, or other lawful

authority, for the care, operation, maintenance and protection of the facility).

18. Alcoholic Beverages

The sale of beer, wine and alcohol is allowed. Alcoholic beverages shall not be sold in unopened original bottles or cans, or disposable cups which would promote the transport of such beverages off the Leased Area. Tenant shall conspicuously place signage indicating that alcoholic beverages shall not be taken out of the Leased Area. Tenant shall strictly enforce this provision. Tenant is responsible for proper liquor sales licensure with the State of Florida and compliance with applicable alcoholic beverage laws.

19. Insurance

a. Landlord's Casualty Insurance

Landlord shall, during the Term, insure and keep insured to the extent of not less than 100% of the insurable replacement value, all buildings, structures, fixtures and attached equipment (other than Tenant's equipment which shall be the responsibility of Tenant to insure) on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State. The insurance coverages to be provided by Landlord shall include full coverage for windstorm and flood. Landlord may meet the foregoing requirement through a program of self-insurance or by adding the Premises to its master policy.

b. Tenant's Insurance

During the Term, Tenant shall pay for and maintain in effect the following types of insurance policies, placed only with carriers carrying an A.M. Best or equivalent rating of A-VII or better:

- i. Comprehensive General Liability Insurance to protect against bodily injury, death and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Florida Insurance Services Office and must include: Premises and Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.
- ii. Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.
- iii. Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws with no less than One Hundred Thousand Dollars (\$100,000.00) in employer liability.
- iv. Rental Loss (Business Interruption) Insurance in an amount equal to twelve (12) months of not less than eighty percent (80%) of the then applicable Base Rent, taxes, insurance and utility charges.

- v. Renter's or Contents Insurance in an amount not less than 100% of the insurable replacement value of all furnishings, fixtures and equipment owned by Tenant and located at the Premises including but not limited to the Improvements.
 - vi. Liquor Liability Policy in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.
 - vii. Builder's Risk Insurance with respect to all Improvements and alterations undertaken by Tenant during the Term.
- c. Tenant acknowledges and agrees that all insurance policies provided by Tenant shall be deemed primary coverage. Additionally, Tenant acknowledges and agrees that the monetary coverages specified above are the minimum acceptable coverages applicable solely to the Premises without regard to any other business operations or locations insured by Tenant. In particular, the specified "aggregate" coverages shall apply solely to the Premises.
- i. **Certificates**
 Tenant shall furnish to Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article prior to the Occupancy Date. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals of them (except for Workers' Compensation coverage) required to be provided by Tenant shall name Landlord (including its elected officials, officers, employees and agents), as additional named insured as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant and Landlord (as their interests may appear), except as otherwise provided in Section 20 of this Lease.
 - ii. **Cancellation**
 Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the Term. All policies must be endorsed to provide Landlord with at least thirty (30) calendar days' notice of cancellation, restriction or both. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.
 - iii. **Deficiencies**
 When such policies or certificates have been delivered by Tenant to Landlord as aforesaid and at any time thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Lease.
 - iv. **Review of Coverage**
 The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonably determines that such adjustments are necessary to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of such review by similar quality projects in Broward County, Florida.

v. Service of Process

The insurance shall be written by companies authorized to do business in the State and having agents upon whom service of process may be made in the State.

vi. Continued Obligations

Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

20. Damage To or Destruction of Premises

a. Removal of Debris / Repair to Ensure Safety

If the Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises. Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will ensure the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds shall be paid to Tenant for such purpose.

b. Minor Damage

If Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty but not rendered wholly untenable or unusable, Rent shall continue unabated. The Premises shall be repaired and restored promptly to the condition they were in prior to such casualty by Landlord and by Tenant and to the extent that such damage is covered by Landlord's and Tenant's insurance, the proceeds shall be made available for that purpose.

c. Damage to or Destruction of the Premises

If the Premises, or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render either or both untenable or unusable, nothing in this Lease shall be deemed or construed to require or obligate Landlord to repair, rebuild, replace or restore either or both or any portion of the Premises; provided, however, in the event of damage to the Premises which renders the Premises untenable or unusable, and Landlord elects not to repair, rebuild, replace or restore the Premises pursuant to a written notice to Tenant, which Landlord shall give no later than thirty (30) days after such casualty, then the Lease shall be terminated effective as of the date of such casualty. Provided the casualty resulting in the damage or destruction was not caused by the negligence or wrongful act or omission of Tenant, all insurance proceeds payable to Tenant under its policies shall be retained by Tenant without any obligation to pay any portion thereof to Landlord. Upon termination, Tenant shall surrender the Premises and all fixtures (including but not limited the equipment provided by City on the Occupancy Date) to Landlord immediately and the parties will have no further obligations to each other hereunder, except as otherwise provided to the contrary in this Lease.

21. Assignment and Subletting

a. Assignment

Tenant shall not sell, convey, transfer, or assign (all of the foregoing being deemed as an "Assignment") all or any portion of its interest in this Lease. The Landlord shall have a right to approve or disallow any sale of more than 50% of the assets of Tenant or the entity that constitutes the Tenant and may specifically disapprove if the new Tenant cannot

demonstrate that the purchase meets the qualifications in the ITN to the same extent as Tenant.

b. Subletting

Tenant shall not sublet portions or the whole of the Premises, or grant licenses or concessions in any of them.

22. Performance Review Process

The success of the Pier Restaurant is paramount to the City. Furthermore; as this facility is owned by the City of Deerfield Beach, the performance of the restaurant, whether positive or negative, will be perceived by restaurant patrons, and the City's residents, visitors, and businesses as a direct reflection of the City. Therefore, Tenant agrees to cooperate with the City in undertaking an annual review of restaurant performance, which will include a review of the following:

- Patron Feedback
- Third-Party Surveys
- Consumer Reviews
- Food and Lodging Inspection Results
- Conformity to the Restaurateur's Responsibilities
- Compliance with State and Local Law
- Maintenance of Required Licenses and Certifications

Failure to pass a Food or Lodging Inspection shall be reported to the City of Deerfield Beach within 24 hours of failed inspection and shall be considered a Default subject to cure by the Tenant as soon as practicable. Multiple failed inspections within any twelve month period may be considered a default of the Lease by Tenant. In the event of three or more failed inspections in a twelve (12) month period, and regardless of whether Tenant has cured each individual failed inspection, the Tenant shall be considered a "habitual violator" and subject to the provisions set forth in Section 26(a)(x) of this Lease, including the Landlord's remedies as provided in that Section and other provisions of this Lease.

23. Additional Property Management and Responsibilities

a. As to Landlord

- i. The Landlord shall operate and manage access to the International Fishing Pier for sightseeing and fishing as well as the bait shop.
- ii. The Landlord will maintain the exterior of the restaurant including the electrical lines, exterior piping for electric and water, and HVAC systems.

b. As to Tenant:

i. General

1. The Tenant shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of the agreement, be promulgated by the City or other lawful authority, for the care, operation, maintenance and protection of the facility).

2. Comply with and maintain in full force at all times all required licenses, certifications, and training applicable to the performance of the lease agreement and restaurant operations.
3. The successful Tenant agrees to furnish the City a copy of each Health Department inspection within two (2) business days.
4. Tenant shall not interfere with access to the Deerfield International Fishing Pier.

c. Staff and Personnel

- i. Tenant shall ensure restaurant is staffed with sufficient qualified personnel at all times in order to handle the patron demand efficiently.
- ii. Tenant shall be responsible for the appearance of all working personnel (clean and appropriately dressed at all times). Personnel must wear visible identification or a uniform while working at all times.
- iii. All employees of the Tenant shall be considered to be at all times the sole employees of the Tenant, under the Tenant's sole direction, and not an employee or agent of the City of Deerfield Beach. The Tenant shall supply competent and physically capable employees that are polite, friendly, honest and courteous, the City may require the Tenant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.
- iv. Food handling procedures and personnel must meet standards of cleanliness and neatness which meet the required standards of the health department.

d. Janitorial Services and Building Maintenance

- i. Tenant shall be responsible for the leased area's janitorial services and trash and garbage removal. It is encouraged that the Tenant implement a recycling plan to reduce the amount of materials entering the City's solid waste stream. The Tenant shall also be mindful of the litter produced by its customers around the immediate area of the leased area and assist the Landlord to the greatest extent possible in cleaning-up suchlitter.
- ii. Tenant shall comply with all applicable safety and health laws, codes, and regulations, including OSHA regulations, and shall maintain the Premises in accordance with such laws, codes, and regulations. All hazardous materials including spent grease and cooking oil shall be kept out of public sight at all times. Any incident relating to hazardous materials shall be reported to the Landlord immediately.
- iii. All Maintenance required to be performed by Tenant under this Lease shall be at the sole expense of the Tenant. The Premises will be subject to general inspection by the Landlord to insure quality of maintenance, appearance, and physical condition.
- iv. In the event that the leased area is not kept to the required minimum standards, the Landlord may take such action as deemed appropriate by the Landlord and allowable by the final lease agreement up to and including termination of the lease agreement.

The Tenant shall be liable for any remedial expenses incurred by the Landlord.

e. Force Majeure Events and Wind Events

The Tenant shall be responsible for securing all property owned by the Tenant to include furniture to avoid such property becoming damaged or becoming a projectile that would cause or potentially cause harm to both property and life. Further, the Tenant shall be responsible for taking such precautions on and about the leased premises as would be reasonable under the circumstances in order to protect the leased premises from the effects of the hurricane or other event. The Tenant shall also strictly comply with all federal, state, or local evacuation notices, and pier closings. The Tenant and Landlord shall work in cooperation to ensure a safe and expedient proactive response to emergency events, both natural and man-made.

24. Indemnity

- a.** Tenant shall indemnify and hold harmless Landlord (including its elected officials, officers, employees and agents) from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of architects, attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omissions of Tenant, any Subtenant, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused in connection with this Lease except, and only to the extent, if such claim is directly caused by Landlord's negligence or misconduct (subject to Landlord's applicable sovereign immunity). This indemnity includes, but is not limited to, claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Improvements, and including the loss of use resulting from them. Payment of any amount due pursuant to this Section shall, after receipt of Notice by Tenant from Landlord that such amount is due, be paid by Tenant if Landlord becomes legally obligated to pay same, or Tenant agrees that it is responsible for such claim, or in the alternative, Landlord, at Landlord's option, may make payment of an amount so due and Tenant shall promptly reimburse Landlord for same. Where the basis for a claim for damages brought against Landlord by a third party is that Landlord has breached a contract or other duty to the third party, and the action or inaction which constitutes the breach was a result of the negligent or wrongful act or omission of Tenant, then Tenant agrees, at Tenant's expense, after written notice from Landlord to defend any action against Landlord that falls within the scope of this Section, or Landlord, at Landlord's option, may elect instead to secure its own attorney to defend any such action. If the claimant prevails in a lawsuit on the basis that the breach was a result of the negligent or wrongful act or omission of Tenant, then the reasonable costs and expenses of Landlord incurred in defending such action shall be payable by Tenant. If either Landlord or Tenant is required to incur attorney fees or costs to enforce this Section, the prevailing party in any litigation shall recover all of its attorney fees and costs at both trial and appellate levels.
- b.** Tenant agrees to also indemnify, defend, save and hold harmless Landlord (including its elected officials, officers, employees and agents), from all damages, liabilities, losses, claims, fines and fees and from any and all suits and actions of every type and description that may be brought against Landlord, its officers, agents and employees on account of any claims, fees, royalties, or costs for any infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- c. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

25. Rights of Entry Reserved

a. Access

Landlord, by its officers, employees, agents, representatives and *contractors shall have the right at all reasonable times and upon reasonable advance notice* to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing for which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided that, in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises. During the last Lease Year preceding the Expiration Date, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" or similar signs, which signs Tenant shall permit to remain without molestation.

b. Maintenance

Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the reasonable opinion of Landlord, be deemed necessary or advisable and from time to time to maintain such systems or parts of them and in connection with such maintenance.

c. No Eviction

The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

d. Police Powers

Nothing contained in this Lease shall be deemed to in any way limit Landlord and City in the exercise of their police and regulatory powers or their powers of eminent domain.

26. Default; Remedies

a. Default

If any one or more of the following events shall occur, same shall be an event of default under this Lease:

- i. Tenant voluntarily abandons the Premises or discontinues its operations on the Premises for a period of five (5) consecutive calendar days in a twelve-month calendar year, other than as a result of casualty, condemnation, major renovation, or one or more acts of Force Majeure; or
- ii. Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises (other than that created by or through Landlord) is not removed, or

transferred to bond pursuant to Florida law, within thirty (30) calendar days after Tenant or Landlord, or both have received notice of such lien, claim or encumbrance; or

- iii. Tenant fails to pay any item constituting Rent when due to Landlord and Tenant continues in its failure to make any such payments for a period of ten (10) calendar days after Notice is given to make such payments; provided however, Landlord shall not be required to provide Notice of non-payment of Rent on more than one (1) occasion in any twelve (12) month period; or
- iv. Tenant fails to make any other payment required under this Lease when due to Landlord and continues in its failure to make any such other payments required under this Lease for a period of fifteen (15) calendar days after Notice is given to make such payments; or
- v. Tenant fails to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, including without limitation all rules and regulations in effect from time to time in accordance with the terms of this Lease, performed or observed within thirty (30) calendar days after Notice of default (except where fulfillment of its obligation requires activity over a greater period of time and Tenant has commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after Notice and continues such performance without material interruption); provided, however, the foregoing shall not apply if Tenant's failure to perform is due directly to the wrongful acts or omissions of Landlord; or
- vi. Tenant makes an assignment for the benefit of creditors; or
- vii. Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or
- viii. If, within sixty (60) days after the appointment of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant in the Premises, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated.
- ix. Tenant submits a Statement which is materially false and misleading (i.e., a misstatement of Gross Sales by more than three percent (3%) as determined by the CPA).
- x. **Habitual Default**
Notwithstanding the foregoing, in the event that Tenant has committed a monetary breach or default three (3) or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual monetary breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent monetary breaches or defaults for the balance of such twelve (12) month period and that any subsequent breaches or defaults for the balance of such twelve (12) month period, shall constitute a condition of non-curable default and grounds for immediate

termination of this Lease which termination shall be effective upon delivery of the Notice to Tenant.

b. Remedies

Upon the occurrence of any event set forth in Section 26(a), above, or at any time thereafter during the continuance of such event, Landlord may exercise any of the following rights and remedies:

- i. Landlord may, pursuant to written notice to Tenant, terminate this Lease and, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all rents and other sums and damages due or in existence at the time of such termination, including without limitation, (i) all Base Rent and Additional Rent; (ii) all other sums, charges, payments, costs and expenses agreed, and required or both to be paid by Tenant to Landlord under this Lease; (iii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorney fees and court costs; (iv) all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; and (v) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts of them including without limitation, brokerage fees, attorney fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts of them; or
- ii. Landlord may, pursuant to any prior notice required by law or this Lease, and without terminating this Lease, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to relet the same or any part or parts of them and relet or attempt to relet the Premises or any part or parts of them for such Term or terms (which may be for a term or terms extending beyond the Initial Term), at such rents and upon such other terms and provisions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to relet the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or subtenant is acceptable to Landlord. Upon any reletting, all rents, whether Base Rent or Additional Rent received by Landlord from such reletting shall be applied: (a) first to the payment of all costs and expenses of recovering possession of the Premises; (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorney fees and the cost of any alterations, restorations and repairs reasonably required for such reletting; (c) third, to the payment of any indebtedness, other than Rent, due under this Lease from Tenant to Landlord; (d) fourth, to the repayment of Landlord of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; (e) fifth, to the payment of all Rents due and unpaid under this Lease; (f) sixth, the residue, if any, shall be held by Landlord and applied to payment of future Rent when the same may become due and payable under this Lease. If the rents received from such reletting during any period shall be less than that required to be paid during that period by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord within ten (10) days after demand therefor and, upon Tenant's failure to do so, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency maybe calculated and paid at the time each or any payment of Rent shall otherwise

become due under this Lease, or, at the option of Landlord, at any times during or at the end of the Term. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to Tenant. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts of them for the account of Tenant without termination, Landlord may, at any time thereafter upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease; and Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all rents, including Base Rent and Additional Rent, and all other sums, charges, payments, costs and expenses due from Tenant to Landlord under this Lease, either: (i) as they become due under this Lease; or (ii) at Landlord's option, Landlord may accelerate the maturity and due date of the whole or any part of Base Rent and Additional Rent for the entire then-remaining unexpired balance of the Term, together with the amount of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord under this Lease, including without limitation, damages for breach or default of Tenant's obligations under this Lease in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. For purposes of determining the total amount due from Tenant to Landlord upon any such acceleration, Base Rent (where not specified in this Lease) and Additional Rent shall each be treated as being subject to increase in each remaining Lease Year of the entire then remaining balance of the Lease Term at the rate of three percent (3%) per year. However, all accelerated sums due from Tenant to Landlord pursuant to the foregoing provisions of this paragraph shall be subject to adjustment to the then-present value of such accelerated sums at the time of their actual payment by Tenant to Landlord based upon a five percent (5%) discount rate, which discount rate is agreed upon by, and acceptable to, each party to this Lease as evidenced by each party's execution of this Lease. Landlord may recover and collect all such unpaid Rent and other sums so sued by Tenant by distress, levy, execution or otherwise. Regardless of which of the alternative remedies is chosen by Landlord under the foregoing provisions of this paragraph, Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

- iii. Landlord shall have, receive, and enjoy as Landlord's sole and absolute property, any and all sums collected by Landlord as rent or otherwise upon reletting the Premises after Landlord shall resume possession of the Premises as provided by this Lease, including, without limitation, any amounts by which the sum or sums so collected shall exceed the continuing liability of Tenant under this Lease. If Landlord shall have accelerated Rent payments and collected same from Tenant, and subsequently shall have relet the Premises, then Landlord, after deducting all costs related to reletting, including those described or anticipated in this Section shall pay to Tenant the net amount remaining at the end of the Term, which shall have actually been collected as

net rent from third parties, to the extent Landlord shall have previously received the applicable Rent from Tenant.

c. Additional Remedies

In addition to the remedies specified above, Landlord shall have the right of injunction and shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not provided in this Lease. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy set forth in this Lease or at law or in equity. Nothing contained in this Lease shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the right or the interest of the Landlord in the Premises and in this Lease.

d. No Waiver

If Landlord shall institute proceedings against Tenant and a compromise or settlement of it shall be made, the same shall not constitute a waiver of the future breach of the same or of any other covenant, condition or agreement set forth in this Lease, nor of any of Landlord's rights under this Lease, unless expressly set forth in such settlement. Neither the payment by Tenant of a lesser amount than the installments of Base Rent, Additional Rent or of any sums due under this Lease nor any endorsement or statement on any check or letter accompanying a check for payment of Rent other sums payable under this Lease be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sums or to pursue any other remedy available to Landlord. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

e. Landlord May Cure Tenant's Defaults

If Tenant defaults in the making of any payment or in the doing of any act required in this Lease to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest on them at the highest rate allowable under the laws of the State from the date paid by Landlord to the date of payment of them by Tenant, shall be immediately paid by Tenant to Landlord, provided, however, that nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant or bar Landlord from pursuing any remedy to which it is otherwise entitled on account of such default.

f. Landlord's Lien

Landlord shall have a lien upon, and Tenant grants to Landlord a security interest in, all personal property and equipment of Tenant located in the Premises, and all accounts receivable rents, monies, or other consideration paid or to be paid to Tenant with respect to any Sublease, Assignment, transfer or encumbrance of Tenant's interest in this Lease or the Premises or any portion of them (no consent to the same by Landlord being implied), as security for the payment of all Rent and the performance of all other obligations of Tenant required by this Lease; provided however, that the lien shall not attach to the proceeds of any sale of the Tenant's interest in connection with a permitted Assignment of this Lease. The provision of this Section relating to such lien and security interest shall constitute a security agreement under and subject to the laws of the State so that Landlord shall have

and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Premises, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenant agrees to execute as debtor such UCC-1 financing statement or statements as Landlord may now or hereafter request. Landlord may at its election at any time file a copy of this Lease or any part of it or reference to it as a financing statement.

g. Remedies to be Non-Exclusive

i. Cumulative Remedies

All rights and remedies of the parties under this Lease or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any.

ii. Survival

Upon termination or expiration of this Lease, Tenant shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

27. Surrender

a. Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises, on the Expiration Date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation excepted. All maintenance and repairs shall be completed prior to surrender.

b. Acceptance of Surrender of Lease

No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality as this Lease. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.