



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
January 23, 2024
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: December 12, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

African American Heritage Board Meeting Minutes

Attachment: July 13, 2023, September 14, 2023

Education Advisory Board Meeting Minutes

Attachment: October 4, 2023

Planning & Zoning Board Meeting Minutes

Attachment: December 7, 2023

Community Redevelopment Agency Meeting Minutes

Attachment: December 13, 2023

APPROVAL OF THE AGENDA

January 23, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89462048368?pwd=Tx0S3YzR1F0T3dlcnhiTWE5MjFKQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 894 6204 8368#

Participant ID: #

Passcode: 201748#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

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

Sponsor: BSO - Law Enforcement

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no

language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENT

- 2. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Janelle Richards as an alternate member to the Community Appearance Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: CAB Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 3. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the rules and regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery to revise the dimension requirements for headstones, markers and memorials and update various provisions to be consistent with the administrative operation of the cemeteries; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Cemetery Rules and Regulations

- 4. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, waiving competitive solicitation requirements in accordance with Section 38-**

116(3)(E) of the City Code; approving an agreement with United Way of Broward County, Inc. in an amount not to exceed \$30,000 for the United Way ReadingPals Program in the City of Deerfield Beach; authorizing execution of the Agreement; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: United Way of Broward County, Inc.

- 5. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JA124-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Older American Act Title III Programs in an amount not to exceed \$192,840.00; authorizing execution of the Contract; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Older American Act Title III Programs

DEPARTMENTAL BUSINESS

- 6. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the transfer of certain easement and other rights of the City to the Florida Department of Transportation for drainage purposes in connection with the FDOT SW 10th Street Project; providing for execution of the related Quitclaim Deed; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: FDOT Quitclaim Deed

- 7. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Vision Zero Master Plan and Vision Zero Action Plan to eliminate**

traffic-related fatalities and serious injuries within the City; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Vision Zero

COMMENTS BY ADMINISTRATION & LEGAL

- 8. Discussion regarding submission of a letter to the Broward County School Board requesting assistance with the improvement of the Deerfield Beach school grades.**

Suggested Action: Motion of approval to have the City Manager transmit the letter

Sponsor: City Commission

Attachment: BCSB Letter

CITY COMMISSION BUSINESS

- 9. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 2-26 "CRIMINAL HISTORY BACKGROUND CHECKS" FOR CERTAIN ADVISORY BOARDS AND COMMITTEES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (DEFERRED FROM JANUARY 9, 2024)**

Suggested Action: Commission to vote on Ordinance and set public hearing for February 6, 2024

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

Sponsor: Commissioner Todd Drosky

Attachment: Background Checks

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

City Commission Workshop - Thursday, January 25, 2024

Regular City Commission Meeting Minutes - Tuesday, February 6, 2024

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, December 12, 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

Mayor Ganz asked that everyone keep Connie Beauchamp, longtime Deerfield Beach resident, in their thoughts and prayers; thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - October 17, 2023

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, 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 - August 7, 2023
Non-Uniformed Employees Retirement Committee Meeting Minutes - August 14, 2023
Community Redevelopment Agency Meeting Minutes - August 29, 2023
Firefighter Pension Fund Meeting Minutes - September 11, 2023
Hillsboro Inlet District Meeting Minutes - October 16, 2023
Marine Advisory Board Meeting Minutes - October 19, 2023
Code Compliance Meeting Minutes - October 23, 2023
Community Appearance Board Meeting Minutes - October 25 & November 8, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

December 12, 2023

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

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

Nays: 0

QUASI-JUDICIAL PUBLIC HEARINGS**1. P.H. 2024-021: APPLICATION 22-RM10-47**

Applicant: Intracoastal Properties IV, LLC., represented by JSR Design Group, Inc.

Proposal: Seeking Major Site Plan approval to demolish two existing duplexes and construct three new townhomes consisting of 11,446 square feet with associated site improvements, on a 0.33-acre site.

Location: The property is generally described as LOTS 11 AND 21, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE, more particularly described in the file, and located at **513-525 NE 19th Avenue and 1867 NE 5th Street**.

The Resolution was read by title only.

John Reed, 1 West Camino Real, Boca Raton, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he provided a brief overview of the item. Further, he said the north end townhome will be occupied by the applicant and his family will have first rights to the other two, then sold. The property is designed under the Cove Overlay District and provides for a more coastal feel. Thereafter, various photographs of the proposed property were displayed.

In response to Commissioner Hudak's question, Mr. Reed replied that no variances are being requested.

In response to Vice Mayor Parness's question, Mr. Reed replied that the property is going from four residences to three, so it will be less dense.

Mayor Ganz opened the public hearing,

Rita Masi, 349 NE 19th Avenue, Deerfield Beach, spoke in support of the application as it will enhance the neighborhood and city and increase the City's tax roll.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said there was discussion during the Planning & Zoning Board Meeting regarding many of the nearby properties being rentals; therefore, having this property homesteaded in Deerfield Beach will be beneficial to the City. Further, he said the project meets all code requirements, so there is no reason it should not be approved.

Howard Haimowitz, 536 NE 20th Avenue, Deerfield Beach, spoke in support of the application as it is less dense than the previous development. Thereafter, he commented on other developments that are destroying the barrier island and suggested revising the Code to only allow RM-10 rezoning on the barrier island.

Jon Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support of the application. Thereafter, he commented on another development that was discussed at the Planning & Zoning Board Meeting. Further, he agreed with changing the Code to only allow RM-10 on the barrier island.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Mayor Ganz closed the public hearing.

Commissioner Drosky asked if a one-year rental restriction could be enforced.

Al Bova, 17 S. Federal Highway, Deerfield Beach, said he will reside in one of the units, whereas, the other two will be sold, so he is unsure if a restriction can be added; nevertheless, they will be sold for \$3 - \$4 million and he does not believe someone will purchase them for that amount and then rent them out.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 1, adopted Resolution 2023/194. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

PUBLIC HEARINGS

- 2. P.H. 2024-022: Resolution 2023/195 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2022-2023 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.**

The Resolution was read by title only.

Jonathan Salas, Director of Community Services, highlighted a brief PowerPoint presentation. The (CAPER) is an annual requirement of HUD, due on December 30th, that outlines the expenditure of funds and provides a brief overview of the programs. The CAPER reflects the City's 2020 - 2024 Consolidated Plan and highlights the 2022 - 2023 Action Plan, whereby, the goal was to increase affordable housing, provide infrastructure improvements, and increase access to public services. The Homeowner Rehabilitation and Purchase Assistance Programs did not fare well, whereby, assistance was provided to nine low to moderate income families; over \$402,000 was expended in housing, with around \$145,000 being CDBG funds. Staff was unable to assist anyone under the Rental & Utility Assistance Programs due to the restrictions of the program, whereas, it must be COVID related.

Continuing, Mr. Salas said under infrastructure improvements, \$300,000 was allocated into the Oveta McKeithen Recreational Complex Playground and \$150,000 was allocated to sidewalk improvements. The Senior Transportation Program assisted 82 seniors and \$25,000 was expended; the Senior Health and Wellness Program serviced more than 62 seniors; and due to construction, the Alzheimer's Adult Day Care was not fully functional until February 2023, so the services only benefited 24 clients. He said \$659,000 in CDBG funding was received in FY23; \$734,000 was carried forward from the prior year, and over \$500,000 was expended. Furthermore, he stated that the CDBG funds are leveraged with the HOME - \$230,000 and SHIP - \$833,000 Programs. Lastly, he said the draft CAPER was published on November 27th, and the public comment period lasted 30 days, whereby, no comments were received.

In response to Mayor Ganz's question, Mr. Salas replied that the Rental & Utility Assistance Programs are HUD requirements, so the goal is to reallocate the funding to other programming, which will be forthcoming.

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

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 2, adopted Resolution 2023/195. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

PUBLIC HEARINGS - CONTINUED

3. **P.H. 2024-023: Resolution 2023/196 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for fiscal year 2022-2023; authorizing submission of the Incentive Report to the Florida Housing Finance Corporation; providing for implementation and an effective date.**

The Resolution was read by title only.

Jonathan Salas, Director of Community Services, explained that the City received over \$800,000 in SHIP funding; therefore, the report is required to be submitted to HUD. Thereafter, he provided a brief overview of the duties and responsibilities of the Affordable Housing Advisory Committee. Further, the Committee would like to continue expediting permits for affordable housing projects; continue with the ongoing review of policies and procedures related to affordable housing; and recently, the printed inventory of city-owned property was adopted. The strategies the Committee would like to include, consist of flexibility and densities for affordable housing; flexible lot configurations, including zero lot lines; and supportive development near transportation HUB's.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the Committee recommended that no action be taken, at this time, on the modification of impact fee requirements, including reduction or waiver of fees, and alternative methods of fee payments for affordable housing, which he disagreed with, as affordable housing is a huge crisis. Thereafter, he commented on a meeting he recently attended, whereby, a presentation regarding the Live Local Act was given.

Mayor Ganz closed the public hearing.

Thereafter, there was a brief discussion regarding the Live Local Act.

Mayor Ganz reopened the public hearing.

Rita Masi, 349 NE 19th Avenue, Deerfield Beach, asked if the Live Local Act affects the referendum that was passed for the beach area.

Mayor Ganz closed the public hearing.

Anthony Soroka, City Attorney, said developers could argue that; however, the City would advise that the Charter applies and staff would ensure that the Live Local Act is followed.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 3, adopted Resolution 2023/196. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

PUBLIC HEARINGS - SECOND READING

4. **P.H. 2024-024: ORDINANCE 2023/016 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

There was no discussion amongst the Commission.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said there is a line item for Pioneer Grove Improvements for \$5 million and asked for an explanation as to what that money is earmarked for.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that he can provide Mr. Herz with the capital improvement worksheet, which outlines the project.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 4, adopted Ordinance 2023/016. Roll Call:

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

Nays: 0

5. **P.H. 2024-025: ORDINANCE 2023/017 - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

The Ordinance was read by title only.

6. **Resolution 2023/197 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount not exceeding \$16,500,000 to provide interim financing for certain capital improvements to the City's water and sewer system and related costs; authorizing the issuance of a water and sewer revenue note, Series 2023 to evidence such loan; making findings and determinations as to the loan and the note; accepting the lender's proposal to provide the loan and purchase the note; providing that the City's obligations under the loan and the note shall be secured and payable from pledged funds consisting primarily of the net revenues of the City's water and sewer system; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Note; authorizing other required actions in connection therewith; and providing an effective date. (Departmental Business)**

The Resolution was read by title only.

Items 5 & 6 were discussed together but voted on separately.

Stephanie Tinsley, Chief Financial Officer, introduced Ted Cole, Davenport.

Mr. Cole said this evening will be the final action, if approved. Thereafter, he provided a brief overview of the steps that have taken place thus far. Further, he said this process will be completed in three Phases, whereby, tonight is the approval of the first borrowing, which is Phase 1. The goal is to get the City the funding needed for water and sewer infrastructure; insulate the City's credit from any financial support for

PUBLIC HEARINGS - SECOND READING - CONTINUED

the water and sewer system; be able to fund additional capital needs within the next three to four years; and ensure compliance with the established bond documents. Thereafter, he provided a brief overview of the established bond documents and how they were followed throughout the process. Mr. Cole said after a lengthy process, it is being recommended that the City move forward with TD Bank, with a three year bond anticipation note, and with the ability to prepay, at any time, without penalty; whereby, this will set the City up for the next borrowing, which could take place within the next 12 - 18 months and would cover the Ion Exchange Project. Furthermore, Phase II will consist of refunding the loan and borrowing additional money for those new projects, i.e. ion exchange.

Continuing, Mr. Cole stated that staff is working on getting DEP consent, which is required, and expected within the next two to three weeks, whereas, closing cannot occur until DEP consent is in hand. The rate has not yet been locked in with TD Bank but they have a firm commitment to lend the funding, which can be finalized via a phone call; nevertheless, the rate is currently somewhere around 4.5%, with all planning work being under the assumed 5%. Furthermore, if approved, all of the funding will be available to move a number of projects forward. Lastly, the interest due on the bond, cost of issuance, etc. have also been included in the financing.

In response to Commissioner Preston's question, Mr. Cole replied that all costs are outlined in the Capital Improvement Plan, which establishes the funded projects. Further, the five-year rate plan was established to ensure that there would be no additional costs to the residents for these projects. Lastly, he said there are processes in place for the borrowing mechanism to ensure there aren't any surprises.

In response to Commissioner Hudak's question, Mr. Cole replied that rating agencies look at local governments at a national level, whereby, 'AA' rated cities are compared to cities all over the Country. Thereafter, he provided a brief overview of the rating process and procedure. Lastly, he is unsure how many 'AA' rated cities there are, but once found, he will provide it to Ms. Tinsley.

Mayor Ganz opened the public hearing.

Maria LoRicco, 1551 SE 12th Street, Deerfield Beach, commented on the annual revenues that will be used for collateral, whereby, she asked if enough is being produced in revenues to generate collateral or will it fall on the future increases.

Rita Masi, 349 NE 19th Avenue, Deerfield Beach, asked if the City will be locked into the 4.5% when the loan is refinanced in 12 - 18 months.

Janet Castrogiovanni, 1523 E. Hillsboro Blvd., Deerfield Beach, commented on the fluoride issue in the water, and asked for an update.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, stated that the population is growing; therefore, this loan is a necessity, as we must ensure that our water and sewer infrastructure can handle the growth. Thereafter, he commented on the issue that occurred in Fort Lauderdale.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the contract the City has with Davenport, as well as the costs outlined within the contract. Thereafter, he outlined various calculations that he was able to come up with and disagreed with hiring an outside consultant, and using piggyback contracts.

Mayor Ganz closed the public hearing.

In response to Mayor Ganz's question, David Santucci, City Manager, replied that the projects themselves are distinct from this borrowing, whereby, the projects will be designed by professional engineers and completed by qualified contractors.

Thereafter, there was a brief discussion between Mayor Ganz and Ms. LoRicco.

Mr. Cole said the future borrowings, whenever they occur, will be based on the market rates at that time. Further, he said you cannot borrow on a tax-exempt basis for multiple years of funding.

PUBLIC HEARINGS - SECOND READING - CONTINUED

In response to Mayor Ganz's question, Mr. Cole replied that this loan is for a three-year period.

Mayor Ganz stated that outside consultants are brought in to assist staff with complex issues and an 18-month piggy back contract is not a long period of time. Further, some of these projects, i.e. ion exchange, are not an immediate necessity; however, it is a proactive attempt to ensure those forever chemicals are weeded out; therefore, he spoke in support of the funding, as it is the right approach.

Commissioner Drosky agreed that these improvements are needed, as Deerfield Beach does not want to face the issues posed by Fort Lauderdale. Further, he spoke in support of hiring consultants, as they are the experts in this area, as well as the loan being collateralized by the revenues from the water and sewer system and not the General Fund. Thereafter, he agreed with Mr. Cole on his explanation of becoming 'AA' rated; whereby, developments and projects that come before this commission have a long ranging effect on what is decided moving forward. Commissioner Drosky said denying projects has real consequences, and although he does not believe every project should be approved, Deerfield Beach's rating can be approved, and increasing the tax base is one way of doing that. Lastly, he spoke in support of the funding mechanism.

Vice Mayor Parness spoke in support of Items 5 & 6.

Commissioner Preston agreed that this commission must be proactive, but stated that it is also the responsibility of this commission to ensure that the City's financial stability is preserved.

In response to Mayor Ganz's question, Mr. Santucci replied that the fees outlined in the contract will not be utilized during the next borrowing. Further, he stated that the City has had financial advisors in the past, which he outlined.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 5, adopted Ordinance 2023/017. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 6, adopted Resolution 2023/197. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

PUBLIC COMMENT

Rita Masi, 349 NE 19th Avenue, Deerfield Beach, commended the Commissioners and staff for the Christmas celebration. Further, she asked for an update on the S-Curve, as it is atrocious from the lack of maintenance.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on the Broward County School Board meeting that took place on December 5th regarding the Deerfield Beach elementary auditorium.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked that the Commission listen to their residents.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on legal fees being spent on the lawsuit against Class Act Restaurant Group d/b/a Deerfield Beach Café Restaurant, as well as the process that occurred during pier lease restaurant negotiations. Further, he asked when legal services were last bid out. Lastly, he commented on various events he's attended.

Janet Castrogiovanni, 1523 E. Hillsboro Blvd., Deerfield Beach, commented on the fluoride issue, as well as the water quality, and suggested proper testing be done to the City's water.

PUBLIC COMMENT - CONTINUED

Mayor Ganz stated that the City must follow the County requirements when it comes to the water; therefore, the issue must be addressed with the County. Further, he stated that he has spoken to Broward County Commissioners Lamar Fisher and Mark Bogen and suggested that she reach out to ask for the requirements to be changed.

Carrie Hellenbrecht, 884 NW 47th Street, Deerfield Beach, spoke but her comments were inaudible.

Mayor Ganz asked that Ms. Hellenbrecht e-mail or call him with her questions.

Joyce Roebke, 500 SE 21st Avenue, Deerfield Beach, commented on a fire that took place on August 18th, and asked why permits are taking so long.

In response to Mayor Ganz's question, Ms. Roebke replied that according to the HOA, Surf Pro, and contractors, the permits have been submitted. Further, she is unable to stay at her home due to the issuance of the permits, as well as the work that must be performed. Lastly, she agreed that the streets need to be cleaned up.

Patricia Link, 252 Ventnor R, Deerfield Beach, asked for an update on the permits for the project taking place in Century Village.

Mayor Ganz closed the public hearing.

Vice Mayor Parness provided a brief overview on the permitting process for the guardhouse at Century Village.

Mayor Ganz answered questions/comments/concerns posed by the public. Further, he said there are maintenance issues along the S-Curve, which are being addressed by code compliance; nevertheless, he agreed with Ms. Masi's frustration. Mayor Ganz said the School Board meeting was encouraging, and thanked city staff for their efforts.

Anthony Soroka, City Attorney, said the City is in pending litigations, so he is going to refrain from litigating the case this evening; however, he said the City did file an eviction lawsuit against Class Act Restaurant Group and the City is proceeding to evict them from the City owned property in accordance with the lease and applicable law. Further, he said Ms. Amanna stayed past her lease, hence the need to file an eviction lawsuit. Additionally, the City was sued by Class Act, so generally when that happens you must defend that lawsuit, which is taking place; nevertheless, he said his firm is, and will continue to vigorously defend the City. Lastly, Mr. Soroka stated that they are seeking attorney's fees as part of the City's claim.

Eric Power, Director of Planning & Development Services, stated that work was performed without a permit, which essentially caused the fire; nevertheless, due to insurance claims not all permits have been submitted for the common areas, which is partially the reason why work has not been completed. Lastly, he said certain unit permits have been approved.

CONSENT - BOARD APPOINTMENT

- 7. Resolution 2023/198 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Patricia O'Neil as a member of the Affordable Housing Advisory Committee; and providing for an effective date.**

David Santucci, City Manager, requested that Items 18 and 19 be deferred to January 9, 2024.

Mayor Ganz opened the public hearing for Items 7 - 9, 12, 15, 17, and 20 - 22; however, there were none to speak and the public hearing was closed.

CONSENT - BOARD APPOINTMENT - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Items 7 - 9, 12, 15, 17, and 20 - 22 in concert. Roll Call:

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

Nays: 0

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to defer Items 18 & 19 to January 9, 2024. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

8. **Resolution 2023/199 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Governmental Agency Order Publicly Accessible Website Agreement with Civic Plus, LLC, relating to the publication of legal notices on Broward County's designated website; authorizing the execution of the Agreement; and providing for an effective date. (*Funds from Account #001-0305-513-39-21 - Advertising*)**
9. **Resolution 2023/200 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing the Law Offices of John J. Hearn, P.A. as Code Enforcement Special Magistrate and Zoning Appeals Special Master in accordance with the provisions of the City of Deerfield Beach Code of Ordinances and Land Development Code; and providing for an effective date. (*Funds from Account #001-3009-524-30-26 - Code Compliance/Code Enforcement/Special Magistrate & Account #001-1100-515-32-99 - Other Contractual Services*)**
10. **Resolution 2023/201 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the National Institute of Standards and Technology's Cybersecurity Framework as the City's Cybersecurity Standards pursuant to Section 282.3185, Florida Statutes; and providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the item.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 10, adopted Resolution 2023/201. Roll Call:

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

Nays: 0

11. **Resolution 2023/202 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Community Participation Grant to DPR Youth Enrichment Association for Academics & Athletics, Inc. in the amount of \$45,000.00 to support the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; providing for execution, severability, conflicts, and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)**

The Resolution was read by title only.

Mayor Ganz asked for an explanation on why the additional monies are being requested.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Tyrone Philpart, 5808 Australian Pine Drive, Tamarac, thanked the Commission for their continued support. Further, he said prices for equipment, etc. have continued to increase but additional monies were never requested, as they have been able to stay afloat from sponsors, etc.; however, the current increase is being sought due to transportation issues, whereby, they were notified two weeks before the season that city transportation would not be accessible due to the lack of drivers, so they contracted with the school district, which is an additional fee of \$1,200 per weekend. Mr. Philpart said they, unfortunately, went over their first budget, and asked the City Manager if money could be taken out of next year's budget. Additionally, he said BSO officers cannot be secured because they are not paying the detail rate, so a higher rate will have to be provided for security.

Mayor Ganz provided a brief overview of the monies provided to get the program restarted. He stated that the registration fee has been eliminated, which was a business decision that is being left out; whereby, numbers have gone down from 2022 to 2023, and the product cannot be given away for free, which is concerning.

Mr. Philpart said the decrease in registration were due to factors out of their control, i.e. an ex-NFL player making comments that pushed individuals away. He stated that the league is coach driven, and many coaches were upset because they would not give in to their demands, which led them to leave and take teams with them. Further, he said due to the decrease in participants, they decided to eliminate the registration fee, so they could move the program forward.

Mayor Ganz said although he understands their dilemma, they made the business decision, without notifying the City, knowing the City funds the program. Further, he expressed concerns with the equipment expenses and asked for clarification.

Commissioner Hudak temporarily left the meeting at 9:00 p.m. and returned at 9:01 p.m.

Mr. Philpart said every two years the helmets have to be reconditioned. Thereafter, he provided a brief overview of the process.

Mayor Ganz said \$3,750 was used for the appeals process, with six out of the ten coaches being rejected. He expressed concerns with money being wasted on some of the appeals as the charges were outrageous, i.e. failure to register as a career offender, etc.

Mr. Philpart said they do not dive into their backgrounds, whereby, they ask for an appeal and it is processed accordingly; nevertheless, he agreed with the unnecessary use of funds.

Mayor Ganz outlined various cities that do not have an appeals process. Thereafter, he continued to express frustration with the use of funds for the appeals process. Further, he expressed appreciation to Mr. Philpart and others involved as it is a volunteer job; however, he reiterated that additional monies were allocated to the program in the first year, and expressed concerns with giving money to a program that is not bringing in enough kids to cover the expenses.

Mr. Philpart stated that the issues surrounding the decrease in participation was resolved; however, by the time it concluded, kids had already left and committed to other teams.

In response to Mayor Ganz's question, Mr. Philpart replied that he felt not charging a registration fee made sense at the time; nevertheless, they are trying to do what is best interest for the program and kids, and unfortunately, mistakes are going to be made.

Commissioner Preston said although there are cities that do not have an appeals process, there are some that do. Further, he said there will always be a struggle with registration because kids and parents cannot afford it, and stressed the importance of getting kids involved. Thereafter, he commented on the City of Pompano Beach's football program and how their funds are utilized. Commissioner Preston said various organizations face challenges and need our help, i.e. the Historical Society, so it's imperative that the City meets those challenges, so programs can exist.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Commissioner Hudak thanked the volunteers for all their hard work. Although, he understands challenges exist, parents must step up, as this commission, nor the volunteers are failing these kids. Further, he spoke in support of the Packer Rattlers, as it provides kids an outlet, positive role models, etc. Commissioner Hudak stated that he does not believe the organization should pay for the appeals process.

Mayor Ganz clarified that the City pays for the appeals process.

Commissioner Hudak stated that he does not believe the City, nor the organization should pay for the appeals process, whereby, the cost should come from the individual, so that additional money can be used for the program itself. Further, he said it's important that the City sticks to the standards, whereas, he would rather kids be exposed to positive individuals than those with football knowledge and a criminal background. Commissioner Hudak said the majority of the kids will not make it to the NFL, but hopefully many will receive a college scholarship; nonetheless, the program allows them to make the right decisions and instills them with a strong foundation. Lastly, he reiterated his support but asked that a fundraising plan be put into action.

Vice Mayor Parness said when he coached, there was a rule in place stating that if an individual was convicted of a felony, there was no appeal. Further, he said his league went to merchants in an attempt to seek sponsorships. Thereafter, he provided various examples of how sponsorships can be obtained. Lastly, he spoke in support of the program and thanked the volunteers for their contributions.

Commissioner Drosky commended the volunteers for their contributions. Further, he stated that he was under the impression that after the initial seed money, \$75,000, all future allocations would decrease overtime. He disagreed with this being a cost of doing business, as this is not a city program, but a private organization; nevertheless, if the name was removed from the organization, taxpayers may have an issue with money being allocated to a program that is losing money. Although the Packer Rattlers do great work in the City, there must be some assurances going forward as to how the program will be ran, as the competition has intensified. Lastly, he proposed funding the \$10,000 deficit and have a written action plan brought forward as to what is going to change moving forward.

Commissioner Preston disagreed, whereby, if they are not able to live up to the plan, they will be held accountable. Thereafter, he commented on the economic challenges some neighborhoods face. Further, he agreed that the parents need to step up and commit, but unfortunately, many just don't care. Lastly, he said this organization has not presented failures in the past, whereby, this is a one-time occurrence.

Mayor Ganz said no one is debating the need and importance of the program, nor the efforts of the volunteers; nevertheless, he expressed concerns with the lack of communication. Further, he disagreed with parents not being able to afford the registration fee, as the numbers increased every year. Thereafter, he continued to express frustration with the registration fee being eliminated, as that is where the deficit is coming from. Lastly, he said these type business decisions must include the Commission.

Mr. Philpart outlined various costs that the organization incurred that were out of their control, as well as the situations that took place that resulted in a decrease in participation; nevertheless, he agreed with Commissioner Preston, whereby, this was a one-time occurrence and they look forward to working with city staff to find new ways to support the program. Further, he said they were blindsided by these outstanding invoices, and just want to find a resolution to move forward.

Mayor Ganz said he does not need a business plan but moving forward something needs to be put into place, as he wants decisions brought to the Commission, prior to them being finalized.

Mr. Philpart agreed.

Commissioner Preston stated that the organization does not have the authority to look into potential coaches' backgrounds.

Mayor Ganz agreed with Commissioner Hudak, whereby, the cost for the appeals process should come from the individual, which he would like to see implemented in the future.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Commissioner Drosky said he is not looking for a full-blown business plan but said steps need to be put into place on how they are going to proceed in the future. Thereafter, he reiterated his request to fund the \$10,000 this evening and have them come back in January with a plan of action. If the Commission is not amendable to his request, is the Commission willing to fund the full amount with their verbal assurances.

Vice Mayor Parness spoke in support of funding the entire amount, but stated that a plan must be established, or he will not support the funding next year.

Commissioner Preston disagreed with an action or business plan at this time and suggested having the organization work with city staff to help guide them; whereby, if city staff sees a decline with the situation, then he agreed that something should be done at that time, i.e. implement a business plan.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, stated that playing football does not keep individuals out of jail. Further, she stated that marketing must be implemented, whereas, she never sees any fundraisers being done. Lastly, she suggested funding \$5,000 and allow them to come back with a plan.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in support of the funding.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the \$75,000 was given to the organization in 2019, so she is unsure how that is relevant, as costs have increased. Thereafter, she outlined the expenses that they have incurred. Lastly, she spoke in support of the funding and encouraged the Commission to get involved in the organization.

Karen Shelly, 190 Durham D, Deerfield Beach, spoke in support of the funding.

Mayor Ganz closed the public hearing.

Commissioner Preston stated that he never said football would keep kids out of jail, whereby, football can become an instrument to help kids stay out of jail.

Mayor Ganz spoke in support of the funding, but reiterated that the organization must keep this commission in the loop. Thereafter, he stated that the unpaid invoices totaled \$11,451.16; therefore, he suggested funding \$46,451.16, and producing some type of plan moving forward.

In response to Commissioner Drosky's comment, Commissioner Preston stated that he does not believe the production of a business plan needs to be outlined in the motion, only the additional funding, whereby, the President of the organization gave his word, which is sufficient.

After a brief discussion between Commissioners Drosky and Preston, David Santucci, City Manager, stated that staff has had discussions with the organization, whereby, staff is amendable to working with them to put forth a small action plan prior to the season.

Mr. Philpart said there will be budget issues in the future, whereas, costs have increased for transportation and security; nevertheless, they plan to reimplement the registration fee, seek fundraising opportunities, etc. Further, he stated that the organization wants to be a bigger partner with the City; therefore, he agreed to work with staff on an action plan.

Mayor Ganz stated that they must inform the Commission of these increases during budget time.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 11, as amended, adopted Resolution 2023/202. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

12. Resolution 2023/203 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting right-of-way dedications for seven properties, as set forth on Exhibits "A" through "G", as part of the Habitat for Humanity Development Project; providing for implementation and an effective date.
13. Resolution 2023/204 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$146,379.86 to design and implement modifications to the architectural distribution of the floor space for the Johnny L. Tigner Community Center Project to accommodate the Department of Parks and Recreation staff, including audio visual infrastructure and equipment, for a total project cost of \$11,529,596.17; providing for execution of the Change Order, implementation and an effective date. (*Funds from Account #358-5060-572-61-12 - 2018 Revenue Bond Fund - Construction*)

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Commissioner Hudak temporarily left the meeting at 10:17 p.m. and returned at 10:19 p.m.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the item.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the Department of Parks and Recreation will be moved to this facility and if so, will it diminish the banquet space.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that the entire department will not be moved, and banquet space will not be impacted.

Commissioner Drosky spoke in opposition to the change order, as this should have been anticipated from the beginning and explained to the Commission that the cost could potentially change.

Commissioner Preston said although he is in support of the item, he agreed with Commissioner Drosky's comments.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 13, adopted Resolution 2023/204. Roll Call:

Yeas: 3 - Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 2 - Commissioner Drosky and Commissioner Hudak

14. Resolution 2023/205 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the City's Comprehensive Emergency Management Plan; and providing for an effective date.

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, asked if the SW 10th Street Connector Project is incorporated into the plan, since the interconnection will be a key element for emergency evacuation.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that evacuation procedures are generally discussed, but are not specific to any one roadway.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 14, adopted Resolution 2023/205. Roll Call:

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

Nays: 0

15. Resolution 2023/206 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management; providing an effective date.

16. Resolution 2023/207 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2024 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if anything other than home rule is outlined in the agenda.

Mayor Ganz closed the public hearing. Further, he stated that the agenda has project specific requests with very detailed descriptions of each. Thereafter, he commended staff for the agenda.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 16, adopted Resolution 2023/207. Voice Vote:

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

Nays: 0

17. Resolution 2023/208 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a grant award from the Florida Department of Environmental Protection in an amount of \$435,000 for the Martin Luther King Jr. Avenue Stormwater Project; approving and authorizing execution of the Grant Agreement; and providing for an effective date.

18. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an updated Security Program Plan for the Community Shuttle Program with Broward County; providing for implementation and an effective date.

19. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an updated System Safety Program Plan for the Community Shuttle Program with Broward County; providing for implementation and an effective date.

20. Resolution 2023/209 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment and restatement of the 2019 Edward Byrne Justice Local Assistance Solicitation Grant Memorandum of Understanding between the participating agencies and the City of Pompano Beach for the administration of the 2019 Edward Byrne Memorial Justice Assistance Grant funds; authorizing execution of the amended and restated Memorandum of Understanding; and providing for an effective date.

21. Resolution 2023/210 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a funding agreement with the Broward County Sheriff in the amount of \$20,252.70 in 2019 Edward Byrne Memorial Justice Assistance Grant funds to implement the Railroad Crossing Education and Enforcement Program; authorizing execution of the Funding Agreement; providing for an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

- 22. Resolution 2023/211 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Second Amendment and Restatement to the Subrecipient Agreement with the City of Pompano Beach for the 2019 Edward Byrne Justice Assistance Solicitation Grant Award to extend the Agreement term end date to September 30, 2024; authorizing execution of the Second Amendment and Restatement Agreement; and providing for an effective date.**

DEPARTMENTAL BUSINESS

- 23. Resolution 2023/212 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a close-out agreement and release with Siemens Industry, Inc. related to the Guaranteed Energy, Water, and Wastewater Performance Savings Agreement between the City and Siemens Industry, Inc.; providing for severability, implementation, and an effective date.**

The Resolution was read by title only.

Commissioner Drosky left the meeting temporarily at 10:28 p.m. and returned at 10:30 p.m.

David Santucci, City Manager, explained that what is being presented this evening is a result of formal mediation with Siemens, whereby, if not approved, a formal litigation will have to be sought. Thereafter, he highlighted a brief presentation. He stated that the project provides an opportunity for the City, through State Statute, to conduct performance contracting, which is energy performance savings in specific projects that have deferred maintenance and/or provide energy savings, i.e. lighting, HVAC, etc. Thereafter, he briefly outlined the timeline of what the City was supposed to receive throughout the entirety of the project. He said the initial project cost was \$9.2 million; the all-in cost was \$12.7 million; the investment grade audit presented by Siemens's outlined a 17-year savings of \$15 million, which would result in a net cash flow of \$2.6 million in years 15, 16, and 17. Thereafter, he outlined the project accomplishments, as well as the completed projects.

Continuing, Mr. Santucci stated that the project challenges consisted of COVID-19 impacts, design and permitting, and investment grade audit discrepancies. Further, operational changes, stipulated savings, various units of measurement for CNG, and industry standard versus actual data affected the CNG calculations, which resulted in a potential net negative cash flow of just under \$3.5 million over the 17-year period. Thereafter, he briefly outlined the lengthy negotiation and mediation timeline. Mr. Santucci reiterated that the project started with a potential negative net cash flow of almost \$3.5 million, whereby, the monetary settlement is \$1.9 million, the termination of the agreement for the measurement and verification amounts to approximately \$750,000 over a 17-year period; resulting in a negative net cash flow of approximately \$850,000 for \$9.2 million in projects.

Moreover, Mr. Santucci explained that staff, along with the independent ESCO expert came up with a strategy to reinvest into the program. He said if the \$1.9 million is reinvested into a full CNG fleet, bus CNG conversion, and CNG station expansion, it would produce a return net savings of \$716,000. Additionally, the diesel and RNG savings will produce over \$3 million in savings, and tax incentives will consist of \$1.1 million; therefore, the net cash flow after reinvestment would be \$4.1 million over 17 years. Thereafter, he outlined the CNG benefits.

Thereafter, Mr. Santucci entertained questions posed by the Commission.

Mayor Ganz opened the public hearing.

Vice Mayor Parness temporarily left the meeting at 10:54 p.m. and returned at 10:56 p.m.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, suggested tabling the item until the next meeting, as the information outlined in the presentation was not provided in the backup. Thereafter, he asked various questions pertaining to the item.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked what the life span of the vehicles will be and

DEPARTMENTAL BUSINESS – CONTINUED

how much upkeep and repairs will be needed on the vehicles and station. Further, she agreed that a lot of the information presented was not outlined in the backup.

Mayor Ganz closed the public hearing.

Commissioner Preston stated that he does not mind tabling the item, if it is the consensus of the Commission, so the public can be better informed; nevertheless, he stated that he was well informed and commended staff for a job well done.

Mr. Santucci answered various questions posed by the public.

Anthony Soroka, City Attorney, stated that pursuant to the terms of the settlement agreement, which is signed by Siemens', it must be approved within 60 days of their execution which would put the City at December 30, 2023. Further, he said numerous conversations have been held, individually, with the Commission but he recognizes the public's concerns with the documentation; nonetheless, documents were not included in the backup, should this go to litigation.

Mayor Ganz said there have been numerous executive sessions. Further, with all of the projects that were accomplished he can live with \$50,000 a year for the next 17 years; nonetheless, if the reinvestment works out, it will be great for the City.

Commissioner Preston agreed that numerous meetings occurred; however, he urged staff to keep the public informed. Further, he said had staff not found the discrepancy, it would be a way worse situation; therefore, he spoke in support of moving forward.

Commissioner Drosky said it's unfortunate this occurred, but it's time to get out. Further, he agreed that extensive meetings and negotiations were held, and the settlement proposed is the best the City is going to get. He said the reinvestment strategy is yet to be determined, and agreed if it works, it will be great and put the City a head of the game. Commissioner Drosky stated that the amount projects that were completed are reasonable, but reiterated it's time to move on.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 23, adopted Resolution 2023/212. Roll Call:

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

Nays: 0

24. Resolution 2023/213 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a contract with Waste Connections of Florida, Inc. for the disposal of municipal solid waste, bulk materials, and construction and demolition debris for a three-year term commencing on December 28, 2023, with one, three year renewal option; waiving the requirements for competitive solicitations set forth in Section 38-116 of the City Code of Ordinances; providing for severability, implementation, and an effective date. (Funds from Account #450-4551-534-32-14 - Disposal Expense)

The Resolution was read by title only.

David Santucci, City Manager, commended Chad Grecsek for his efforts on this item. Thereafter, he highlighted a brief presentation. Mr. Santucci outlined the disposal timeline, whereby, staff was directed to enter into direct negotiations with Waste Connections and Waste Management in the fall. He stated that Waste Management stated that the City could dispose of the C&D and bulk materials at a price of \$54/ton; however, they advised it would go to the Monarch Landfill. Currently, the City pays \$4.8 million annually, the proposed annual cost is \$6.4 million, which is a 32% increase; whereby, rate increases will not be sought at this time. There is a 5% cap on the proposed contract, it will have a three-year initial term, with renewal options, and Waste Connections will be providing the City with \$10,000/year in litter abatement costs. Further, staff recommends entering into the three-year contract, continue curbside recycling suspension, evaluate the Master Plan that is being developed by the Broward County Solid Waste Working

DEPARTMENTAL BUSINESS - CONTINUED

Group, and conduct feasibility study related to potential city owned transfer station and/or public/private partnership options.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked why the City keeps waiting until the last minute to make these type negotiations. Although, the Commission is against the expansion of Monarch Hill, entering into a contract with Waste Management will be a cost savings to the City, so it should be taken into consideration.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said when the original bid was put out, Coastal Waste was the only company that put a bid in; therefore, she asked for clarification as to why it was bid out again and why was Coastal Waste not included in the second bid. Further, she said that there is no termination or early termination language outlined in the contract, which she disagreed with.

Mayor Ganz closed the public hearing.

Chad Grecsek, Director of Sustainable Management, stated that Coastal Waste's numbers were in the mid to high 60s for bulk and C&D only. Additionally, their facilities are further outside of the City limits, whereby, the City hauls its own materials, which would have a big impact on the operations and costs. Although, the contract ends at the end of the month, negotiations with Waste Connections have been ongoing since early spring; nevertheless, staff has been preparing for this for over a year, which is why the five-year rate plan was approved about a year ago.

Mayor Ganz stated that going with Waste Connections for three years at \$59/ton is better, in the long term, than going with Waste Management for one year at \$54/ton, as the market will change, and the City wants to stand by their position regarding the Monarch Hill expansion.

Mr. Santucci agreed, whereby, Waste Management can only commit to one-year due to the uncertainties of the Land Use Plan Amendment.

Thereafter, Mayor Ganz provided a brief history of contract negotiations for waste disposal throughout the years. Further, he spoke in support of the contract, as it's a good deal for the City. Lastly, he said companies that submit bids and are rejected is a part of doing business.

In response to Commissioner Hudak's request, Mr. Santucci said there is no termination for convenience due to where the industry is going, as they need commitments on the volume in order to stay viable.

Anthony Soroka, City Attorney, explained that as part of the Interlocal Agreement (ILA) for regional solid waste authority, the City cannot enter into any agreements that conflict with that ILA; therefore, a provision has been added stating that if the authority establishes a disposal opportunity that is available to the City and directs us to dispose of it there, then the City would provide the contractor with 365 days' notice. Further, he said should the receiving facility go down, there is a provision stating that they must provide the City with an alternative disposal facility no more than 24 hours, and additional any difference on the transportation cost would be the contractor's cost.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 24, adopted Resolution 2023/213. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

25. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I "IN GENERAL" OF CHAPTER 66 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 66-2 "SPEED DETECTION SYSTEMS FOR ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS" TO AUTHORIZE THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEM ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, stated that upon approval on first reading, the contract will come before the Commission during the second reading, along with a presentation outlining the program.

Anthony Soroka, City Attorney, said a public hearing is required on second reading, whereby, based on the information presented the Commission will have to make a determination as to whether there is a heightened safety risk at the school zone locations outlined.

Commissioner Drosky spoke in support of the item, as the numbers in the previous presentation speak for themselves.

Mayor Ganz opened the public hearing.

William Lane, 11 Tilford A, Deerfield Beach, spoke in support of the item as the numbers are outrageous, and wished that it could be implemented in Century Village.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the item as it can be used 24/7 and can be apart of vision zero.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Drosky, to approve Item 25 on first reading. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

26. Resolution 2023/214 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a professional services agreement with Jacobs Engineering Group, Inc. to develop a design criteria package and provide administrative services for the Anion/Ion Exchange System Treatment Upgrades for Water Treatment Plant Operations in an amount not to exceed \$1,749,686.00; and providing for an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other than Buildings & Account #413-5020-533-65-30 - CIP - Infrastructure)

The Resolution was read by title only.

David Santucci, City Manager, provided a brief overview of the item, which was discussed during the July 18, 2023 commission meeting.

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

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 26, adopted Resolution 2023/214. Roll Call:

DEPARTMENTAL BUSINESS - CONTINUED

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

27. Presentation regarding the architectural enhancements to the International Fishing Pier.**28. Resolution 2023/215 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals No. #24-03-BA for the Deerfield Beach International Fishing Pier Repairs and Renovations; authorizing the City Manager to negotiate and execute an agreement with the top ranked, responsive and responsible proposer, Brothers' Construction Inc. in an amount not to exceed \$3,234,075.00; providing for implementation and an effective date. (Funds from Account #399-5060-519-65-30 - International Fishing Pier Structural Repair & Rehabilitation)**

Items 27 & 28 were discussed together; thereafter, the Resolution was read by title only.

David Santucci, City Manager, thanked Priscilla Cygielnik, Director of Environmental Services, for her efforts on the project. Thereafter, he highlighted a brief presentation. Further, he stated that a survey was conducted, which resulted in a mixture of responses from sightseers and fishermen who were predominately Deerfield Beach residents. The highest responses included improvements to the fishing pole rod holders, additional fish cleaning stations, more seating and furniture, more shade structures, and more trash cans. Mr. Santucci said data was collected of the pier sales, whereby, 82% were sightseers and 18% fishermen; thereafter, a graph was displayed illustrating the number of fishermen versus sightseers, whereby, when the sightseer numbers go down, the fishermen numbers go up.

Continuing, Mr. Santucci said there is one fisherman to every four sightseers and there was a good response to the survey. He reiterated that the fishermen requested more cleaning stations and wood notches for fishing poles; and the sightseers requested more shade structures, more seating and furniture, and separation from fishing. Thereafter, various renderings of the proposed project were displayed. Mr. Santucci said the base bid is \$3.6 million and the additional improvements are \$1.6 million. He explained that \$4.5 million was budgeted, whereby, if approved this evening, staff recommends moving forward with the base bid and then have the designer move forward with the additional amenities. Once finalized, the revision will be reviewed by the current contractor, so a cost for the additional improvements can be provided; if the costs are reasonable, staff will seek a change order, but if they are not, staff recommends issuing a competitive bid, which can be done in a phased approach. Lastly, he said the design of the additional amenities will take approximately 90 days to produce.

Commissioner Hudak left the meeting temporarily at 11:46 p.m. and returned at 11:48 p.m.

Commissioner Preston thanked Mr. Santucci for listening to the concerns of this commission. Further, he said it is imperative to get the entire pier up and running again, but it must be done right, which he believes will happen with the changes presented.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in support of the poll and asked if more surveys/polls will be implemented in the future.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said this upgrade is needed and the additions are warranted; however, he expressed concerns with the wood railings and suggested vinyl railings.

Mayor Ganz closed the public hearing.

Vice Mayor Parness commented on his years as a fisherman, whereby, wood is the best option.

Commissioner Preston agreed.

DEPARTMENTAL BUSINESS - CONTINUED

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 28, adopted Resolution 2023/215. Roll Call:

Mr. Santucci asked if approval includes the authorization to move forward with the design services for renderings that were presented.

There were no objections from the Commission.

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

Building One - Deerfield Beach Elementary - David Santucci, City Manager, stated that he attended the workshop, and expects to have a call with the Superintendent within the next day or so.

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

Happy Holidays - Commissioner Drosky wished everyone a happy holiday and hopes everyone has a happy and healthy 2024.

Zoom - Commissioner Drosky requested that zoom participants have their camera on.

VICE MAYOR PARNESS**DISTRICT 3**

Registering to Vote - Vice Mayor Parness said a non-partisan table is set up in the lobby at City Hall every Friday from 9 a.m. to noon to assist people with registering to vote.

Happy New Year - Vice Mayor Parness wished everyone a happy new year.

COMMISSIONER PRESTON**DISTRICT 2**

Accolades - Commissioner Preston commended staff for a job well done on the Ocean Way Holiday Event. Further, he thanked IT for their efforts in keeping us safe. He also thanked his colleagues for their efforts this year and always ensuring that the residents are put first. Lastly, he thanked all city employees for a job well done.

Happy Holidays - Commissioner Preston wished everyone a happy holiday and a hopeful 2024.

COMMISSIONER HUDAK**DISTRICT 1**

Accolades - Commissioner Hudak thanked his colleagues, the City Manager, and City Attorney for a job well done.

Happy Holidays - Commissioner Hudak wished everyone a happy holiday and happy and healthy 2024.

MAYOR GANZ

Happy Holidays - Mayor Ganz thanked his colleagues for their efforts and the residents for allowing them to serve. Thereafter, he wished everyone a happy holiday.

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

Speeding - Mayor Ganz encouraged everyone to staff safe, as a fatality occurred Sunday morning.

Beach Area - Mayor Ganz asked that the crosswalks be monitored and staff stay abreast to the violations.

Building Regulations - Mayor Ganz asked that staff stay proactive with our building codes and ensure they are up to date with Broward County.

Ethics Training - Mayor Ganz requested that the 2024 training be broken up, instead of the four hours being held on one night.

Quiet Zones - Mayor Ganz thanked those involved in the project.

Hannukah Event - Mayor Ganz said the event he attended at Century Village was extremely moving. Thereafter, he commented on various conversations he had with residents which was unsettling and stated that he will not be silent when it comes to Anti-Semitism.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 12:22 a.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, July 13, 2023
Hillsboro Technology Center | 50 Hillsboro Technology Drive

CALL TO ORDER/ROLL CALL

The meeting was called to order on the above date at 6:37 PM. by Chair Strowbridge.

Present: Chair Strowbridge
Vice Chair Jackson
Diane Chisholm
Barri McMillon
Annette Mitchell

Also Present: Ben Preston, District 2 Commissioner
Horace McHugh, Deputy City Manager
Lauren Goas, Manager II Special Events
Adele Trizzino, Manager of Special Events
Milton Collins, City Attorney's Office

APPROVAL OF JUNE 8, 2023 MINUTES

MOTION was made by Ms. McMillon, seconded by Ms. Mitchell to approve the minutes as submitted. MOTION carried unanimously.

STAFF UPDATES

JUNETEENTH FREEDOM FEST WRAP-UP

Ms. Trizzino provided the following:

Closing Budget

- The Event was under budget, \$56,466.34 and \$100 in revenue was received from two vendors.

SWOT

Strengths

- New time in the afternoon, more attendees
- Pioneer Tents

Weakness

- The sound of the main stage
 - Move it back to the center West Side of Field

Opportunity

- City Departments -Get involved
 - Community Development

Threats

- The weather

Ms. McMillon presented her SWOT

- The focus was on the opportunities
 - Provide more cultural activities
 - More Educational Activities for Teens
 - Empowerment Sessions (discussions on Civil Rights, children's painting on Juneteenth History)

Discussion proceeded about including more education components at Juneteenth.

Ms. Goas presented the following:

BLACK HERITAGE BANQUET & MLK TASK TIMELINE DATES

MLK Day

Thursday Sept. 14 | Board Meeting

- Sponsorship packets available to Board
- Date & Time of MLK Event confirmed
- Theme finalized

Thursday Oct. 5 | Prior to meeting, via email

- Recommendations from Board due for: activities, food vendors, parade Grand Marshall, stage MC, entertainment, keynote speaker

Black Heritage Banquet 2.24

Thursday Sept. 14 | Board Meeting

- Nomination packets available to Board

Thursday Nov. 2 | Prior to meeting, via email

- Recommendations from Board due for: stage MC, entertainment, keynote speaker, honorees

MOTION was made by Ms. McMillon, seconded by Ms. Jackson to approve the timeline as submitted. MOTION carried unanimously.

Ms. McMillon presented the *African American Heritage Board Events 2024 recommendation*
Goals of 2024

- Increased Community Participation & Engagement
 - Plan Impactful Events
 - Branding Events
- MLK Suggestions
 - Saturday Event, Monday day of Service
 - Partnering with other organizations, is Kiwanis for MLK Breakfast
- Black Heritage Banquet
 - Suggested Theme: "Celebration of The Black Church"
 - Timeline aligned with City's Timeline

Discussion ensued regarding the community's request to keep MLK Festivities on Monday.

CLOSING COMMENTS

Commissioner Preston said he has received positive feedback from the community regarding the Juneteenth event and thanked staff for all their hard work and the Committee for their efforts.

Ms. Chisholm and Ms. Mitchell thanked staff for their efforts.

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

COMMENTS FROM THE PUBLIC

None.

NEXT MEETING

September 14, 2023

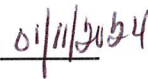
ADJOURNMENT

MOTION was made by Chair Strowbridge, seconded by Ms. McMillon to adjourn the meeting at 8:30 PM MOTION carried unanimously.

Minutes Approved

A handwritten signature in dark ink, appearing to read "Lawrence Strowbridge", is written over a horizontal line.

Date

A handwritten date "01/11/2024" is written in dark ink over a horizontal line.



City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, September 14, 2023
Hillsboro Technology Center | 50 Hillsboro Technology Drive

CALL TO ORDER/ROLL CALL

The meeting was called to order on the above date at 6:43 PM. by Chair Strowbridge.

Present: Chair Strowbridge
Vice Chair Jackson
Barri McMillon

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

Absent: Diane Chisholm
Annette Mitchell

APPROVAL OF JULY 13, 2023 MINUTES

MOTION was made by Ms. McMillon, seconded by Ms. Mitchell to approve the minutes as submitted. MOTION carried unanimously.

MLK SCHEDULE & BLACK HERITAGE BANQUET UPDATES

MLK

Ms. Goas reminded the Board that they still have time to submit recommendations; the deadline is Thursday, October 5th for MLK. All recommendations must be emailed with full name and contact information.

Ms. Goas reviewed actions taken on the previous recommendation list.

- Ilona Holmes has agreed to be the Grand Marshall.
- Valerie Wanza did not respond.
- Florida Memorial University Band was contacted by Ms. Trizzino.
- Ms. Goas contacted both Gospel Singers but no response has been received; nevertheless, a follow up will be done in a couple of weeks.

Habitat for Humanity is doing a service project home building, Saturday January 13th in the City of Deerfield Beach.

Mr. McHugh encouraged the Board to recommend what day they wish to host the City's MLK Celebration Event.

MOTION was made by Ms. Jackson, seconded by Ms. Strowbridge to have the MLK event on Monday January 15th. Ms. Barri abstained from voting. MOTION left on table.

Chair Strowbridge suggested mirroring last year's times, 10 a.m. parade followed by the event, which ends at 5 p.m.

Ms. Trizzino stated that she will bring the SWOT from last year, which addressed the logistical issues, train schedule, stage times, parade lag time.

The Board was tasked with bringing in maps with routes and distance for route change recommendations.

The Board suggested: JunkaRoo for MLK parade; the parade judge act as the keynote speaker as well (name and contact to be emailed); and Judge Hass to be plan B.

Ms. Goas presented the *Sponsorship & Black Heritage Banquet Nominee* packets to the Board with multiple copies, which will also be provided via email. January 9th is the deadline for Black Heritage Banquet nominees.

BLACK HERITAGE BANQUET
Keynote speaker, check with Diane.

MOTION was made by Ms. McMillon, seconded by Chair Strowbridge to make 2024 Black Heritage Banquet theme, "*Celebration of The Black Church.*" MOTION carried unanimously.

Ms. McMillon suggested that a general questionnaire be provided to the Churches establishing dates and history.

Ms. McMillon suggested having each *Award Winner* perform from their church prior to acceptance. She also suggested a concert for the gospel singer the night before and a small performance at the Banquet.

STAFF COMMENTS

Ms. Goas said the deadlines for MLK recommendations is October 5th and Black Heritage recommendations are November 2nd.

Ms. Trizzino presented the new Black Heritage Banquet Pins. Further, she will provide a follow up regarding the MLK SWOT via e-mail prior to the next meeting.

BOARD COMMENTS

None

ATTORNEY COMMENTS

None

COMMENTS FROM THE PUBLIC

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, stated that he is a member of the Cultural Committee. He advised that the Cultural Committee meets the 3rd Monday of every month at 6:30 p.m. in the Hillsboro Technology Center, and urged the African American Heritage Committee to attend.

CLOSING COMMENTS

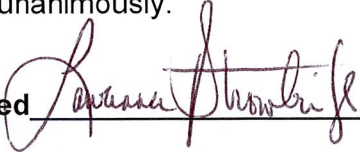
None.

NEXT MEETING

October 12, 2023

ADJOURNMENT

MOTION was made by Ms. McMillon , seconded by Ms. Jackson to adjourn the meeting at 7:35 PM.
MOTION carried unanimously.

Minutes Approved  Date 01/11/2024

**Education Advisory Board (EAB)
Meeting Minutes**

Wednesday, October 4, 2023

7:00 pm

Hillsboro Community Center

Call to Order and Roll Call

Vice Chair Lubin called the meeting to order at 7:04 pm.

Members Present: Chair Michael Lubin District 1
 Dottie Plaut, Mayor
 Angeline Isen, District 2
 Karen Shelly, District 3
 Vice Chair Lisbeth Linert, District 4

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

Approval of Minutes

MOTION was made by Ms. Plaut and seconded by Ms. Shelly to approve the September 6, 2023, meeting minutes as amended. The MOTION was carried unanimously.

Board Discussion

A. Board Housekeeping

Mr. Salas advised the board of their roles and responsibilities.

- Periodically, each board member should contact their City Commissioner or Mayor regarding the City of Deerfield Beach education initiatives.
- If any board member has anything they would like to discuss or would like to have a particular guest speaker, contact Mr. Salas or Ms. Wyatt.
- If any board member has any questions or concerns, feel free to contact Mr. Salas via phone or email. He is available for in-person meetings as well.
- If you can't attend a meeting or will be running late, don't hesitate to contact City Staff.
- If the board wants to change the meeting time, they can discuss and vote on the change. The change will then be submitted to the City Commission for review.

B. EAB Rules & Regulations

Mr. Salas gave the board a copy of the EAB Rules & Regulations.

C. Board Goals for the Current School Year

Ms. Linert said she would like to expand our education initiatives to pre-schools and home schools. Ms. Linert advised that according to our area schools' testing scores, our students need help in science and math.

Ms. Linert advised that there are several grants available through the Broward County Education Foundation for STEM programs. Also, LEGO has a STEM grant that is open now.

Ms. Isen suggested that the board get feedback from City Commissioners, the Mayor, and area school Principals about what they think the goals for EAB are. Then the Board can align the EAB goals to achieve them.

Ms. Linert suggested that the Board should have a list of goals that are quantifiable. She also suggested that the Board should fund an after-school program or try to apply for a grant so the Board can have a Math or Science After School program.

Chair Lubin opened up the floor for public comment.

Denise Bogner, a city resident, advised the Board should get specific information from the Principals about what their goals for their respective schools are.

Joel Smith, a City Resident, stated that at the Principal's Roundtable Meeting, he offered a STEM grant, but only 1 school has responded.

Alice Chattman, a City Resident, stated that many organizations exist, but you must qualify for those programs. She hasn't been able to qualify for the programs and has heard from other residents in the community who state the same.

Chair Lubin closed the floor for public comment.

D. High School Scholarship

Mr. Lubin stated that the High School Scholarship application is sufficient for the students they are trying to attract to apply and receive the award.

Ms. Linert suggested that the Board split the High School Scholarship into two different awards: the first \$2000 is for a student who is going to a college or university, and the second \$1500 is for a student who is going to a trade school or military.

MOTION was made by Ms. Linert to split the scholarship to two separate awards, \$1500 would be given to a student who is going to a college or university and the other \$1500 would be given to a student who chooses to go to a trade school. Nobody seconded so the MOTION died.

Ms. Isen asked if the rollout date would give students enough time to gather the necessary documentation and submit the application.

Mr. Salas responded stating that the timeline laid out allows students enough time to gather documentation and submit their application. He stated that typically, a student going to a college or university knows by their junior year that they are accepted and will be graduating in June and starting their respective college or university in the fall.

Mr. Salas asked the board what dates they would like the High School Scholarship Application deadline to be.

Ms. Plaut stated that she would like us to push the High School Scholarship Application out earlier at the beginning of December.

MOTION was made by Chair Lubin and seconded by Ms. Isen to keep the High School Scholarship Application as is. The application end date will be 1/30/2024, and the rollout date will be at staff discretion. Voice Vote:

Yeas: 4 – Chair Lubin, Ms. Plaut, Ms. Isen and Ms. Shelly
Nays: 1 – Vice Chair Linert

E. Bryce Gowdy Student Athlete Application

Mr. Salas asked the board to review the Bryce Gowdy Student Athlete Application. He stated that this application has been difficult for teachers, Athletic Directors, and Principals to respond. To date, we have not gotten any traction and would like to board to discuss options.

Ms. Linert asked what the winner got for being the Bryce Gowdy Student-Athlete of the Month Award. She would like to brainstorm and bring some sustenance, such as a gift card or a new pair of cleats.

Ms. Plaut asked why the Bryce Gowdy Student Athlete Application stated the student needs a 3.5 GPA and suggested changing it to a 3.0 GPA.

Ms. Isen suggested that the Board should offer a quarterly award instead of monthly award.

Ms. Linert suggested that the Board change the Bryce Gowdy Student Athlete Application to an unweighted 3.5 GPA instead of a weighted one.

MOTION was made by Ms. Linert to change the Bryce Gowdy Student Athlete Application to require a weighted 3.5 GPA. Nobody seconded so the MOTION died.

Ms. Linert suggested that the Board change the Bryce Gowdy Student-Athlete Award quarterly instead of monthly. She also suggested that the Board try and reach out to the business community.

MOTION was made by Chair Lubin and seconded by Ms. Plaut to change the Bryce Gowdy Student-Athlete Award to a quarterly award instead of a monthly award. The MOTION was carried unanimously. Voice Vote:

Yeas: 5 – Chair Lubin, Vice Chair Linert, Ms. Plaut, Ms. Isen, and Ms. Shelly

Ms. Shelly suggested changing the Bryce Gowdy Student Athlete Application to an unweighted 3.0 GPA.

MOTION was made by Ms. Shelly and seconded by Ms. Plaut to change the Bryce Gowdy Student Athlete Application to an unweighted 3.0 GPA. Motion. Vote Vote:

Yeas: 4 – Chair Lubin, Ms. Plaut, Ms. Isen and Ms. Shelly

Nays: 1 – Vice Chair Linert

Ms. Isen suggested that the meetings slow down a bit and allow enough time for the board to have discussion before voting.

Chair Lubin opened up the floor for public comment.

Jan Muenzenmaier, a City Resident, suggested that we contact our local Target for the Bryce Gowdy Student Athlete Award.

Alice Chattman, a City Resident, suggested that the Board reach out to retired sports professionals in our community and see if they would like to sponsor the Bryce Gowdy Student-Athlete Award.

Chair Lubin closed the floor for public comment.

F. Deerfield Beach School Grades

Mr. Salas gave the board a copy of the Deerfield Beach Schools grades.

Mr. Salas asked the board if they would like to table the last four items on the agenda since the meeting is behind schedule.

MOTION was made by Chair Lubin and seconded by Ms. Shelly to table the last four items on the agenda. Voice Vote:

Yeas: 5 – Chair Lubin, Vice Chair Linert, Ms. Plaut, Ms. Isen and Ms. Shelly
Nays: 0 –

Staff Updates

Mr. Salas provided the below updates.

- City staff participated today, October 4, 2023, in the Walk, Bike & Roll to School Event and BSO Police and Fire also joined us.
- Read for the Record will be on October 26, 2023. City staff will participate and will attend all Deerfield Beach Elementary Schools to read with the kids.
- Fall Festival will be on Saturday, October 14, 2023, from 4 – 8pm.
- Government Week is October 16 – 22, 2023 and City staff will be going out to Deerfield Beach Middle School and speaking to the kids about City Government.
- BSO Public Safety Night October 6, 2023, from 6– 9pm.

Board Updates

Deerfield Park Elementary - Ms. Linert had a scheduled meeting with Principal Darby and he didn't show up.

Park Ridge Elementary – Ms. Isen attended the First Day of School Event and was the door holder and met with Principal Whitehead.

Quiet Waters Elementary – Ms. Plaut has been really busy and hasn't been able to contact Principal Henning. She hopes to be able to real soon.

Deerfield Beach Elementary – Ms. Linert met with Principal Gerlach and he expressed a need for Science tool kits, after-school STEM or STEAM activities, LEGO resources, playground equipment, and staff needs new laptops.

Deerfield Beach Middle – Chair Lubin attended their SAC Meeting. He advised the have a large ESOL population and the school is making progress.

Deerfield Beach High School – Ms. Shelly met with Assistant Principal Wendy Bernstein and they agreed to stay in contact via email.

Tedder Elementary – Ms. Wyatt attended the First Day of School Event and will be attending the SAC Meeting on October 25, 2023 and Read for the Record on October 26, 2023.

Comments from the Public

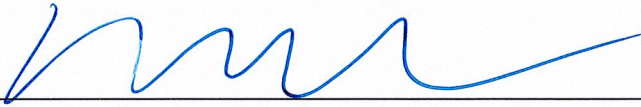
Chair Lubin opened the floor for public comments.

Joel Smith, Deerfield Beach Community Cares, will be having their Bike Club every Saturday. He is pursuing grants so he can continue to do work in our community. Due to budget cuts at Broward County Public Schools, Principal Marlow had to cut \$600,000 from his budget. This affects the Beach House staff and he wants the City and EAB to be aware of this since the students will be affected.

Jan Muenzenmaier, city resident, advised the board is doing an excellent job with our schools and stated that the Principals are extremely busy and to keep pursuing them.

Adjournment

MOTION was made by Chair Lubin and seconded by Dottie Plaut to adjourn the meeting at 9:00 pm. The motion was CARRIED unanimously.

Minutes approved  Date 01/10/2024

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
December 7, 2023
MEETING MINUTES**

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

ROLL CALL

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

Also Present: Chris Suneson, Assistant Director of Planning & Development Services
Rafaela Thermidor, Planner
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

Absent: Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES

Motion was made by Ms. Beckford, seconded by Ms. Balaun to approve the November 2, 2023 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

P.H. 2024-020: APPLICATION 22-RM25-49

Applicant: **NY Deerfield Beach Holdings, LLC., represented by S.H. Brandt and Assoc. Inc.**

Proposal: Seeking Major Site Plan approval to demolish an existing triplex and two single family structures and construct a 13-unit apartment complex consisting of 19,196 square feet with associated site improvements, on a 0.46-acre site.

Location: The property is generally described as OCEAN VUE 3-34 B LOT 3, 4 & 5 BLK 9, more particularly described in the file, and located at **1974 and 1980 NE 5th Street.**

SUMMARY BACKGROUND/EXPLANATION

The subject site is currently developed with one (1) single-family home and three (3) apartment units. The applicant proposes to redevelop the property to construct 13 apartment units comprised of three (3) one-bedrooms, six (6) two-bedrooms, three (3) three-bedrooms, and one (1) four bedroom with associated parking and landscaping improvements.

The building is proposed to be 54 feet-9 inches high, and the maximum height allowed in the RM-25 district is 55 feet. The architecture compliments the requirements of the Coastal Community Architectural District with main façade colors of “Spirited Green” and “Eider White” and an accent of “Quench Blue”. Materials include standing seam metal roof, textured and float finished stucco, and balconies with bronze colored aluminum railing to match the window and door frames.

A traffic impact analysis was provided with an estimated 59 daily trips which would represent an increase of 30 daily vehicle trips compared to the existing development on the site. Even with this increase in volume, a traffic impact study was not required.

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

On October 25, 2023, the item was heard and unanimously approved by the Community Appearance Board.

Stephen H. Brandt, representing the applicant, displayed renderings of the proposed project, which consists of a 13-unit multi-family development on 5th Street, west of 20th Avenue. It is a five-story building with parking underneath that will have one way in and one way out access; however, there will be some exterior parking. The ground floor will contain a pedestrian entrance from the street, with bicycle spaces in the garage. The second, third and fourth floor are identical with a mixture of one, two, and three bedrooms, totaling 12 units. The fifth floor is an owner suite with four bedrooms; all units have balconies. He continued outlining the proposed features: Key West style, light pastel colors (blue and green), shiplap siding, gray metal roof, stucco, and dark window frames. Community outreach was conducted, and positive feedback was received.

In response to board member questions, Mr. Brandt replied that parking will be underneath the building, as well as four parking spaces on the exterior. There is no secured entryway and the mailbox will be on the entry floor next to the elevators and stairs.

In response to board member questions, Chris Suneson, Assistant Director of Planning and Development Services, replied that fire has reviewed and approved the plans.

Chair Plaut opened the public hearing.

Howard Haimowitz, 536 NE 20th Avenue, Deerfield Beach, expressed concerns with the developer not attending the last meeting, late notice of community outreach meeting, scales, increased traffic, drain on water, possible Airbnb use, etc.

Ellyce Miller-Plotkin, 1998 NE 7th Street, Deerfield Beach, commented on the surrounding area and the negative impacts it will have on the neighborhood. Further, she expressed concerns with the lack of knowledge about the development and developers purchasing properties and turning them into multi-units that will become Airbnb's.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, expressed concerns with the height of the development, as well as the number of units on such a small parcel. Further, he disagreed with the community being excited about the project. Thereafter, he continued to express concerns with the density of the development.

Sofia Manolesco, 536 SE 20th Avenue, Deerfield Beach, commented on her tenure and love for Deerfield Beach. Further, she stated that approving this development will set a precedent for future developers, whereby, builders will come in and build huge developments and turn them into Airbnb's. Thereafter, she expressed concerns with the density of the project, as well as future high-density projects.

Inaudible, 1986 NE 5th Avenue, Deerfield Beach, expressed concerns with the negative impacts this development will cause, i.e. dust. Further, she said if this project moves forward, it will cause her to have to relocate, which she will need assistance with finding affordable housing. Lastly, she asked what the timeframe of the project will be.

Frank Rosa, 1609 SE 6th Street Deerfield Beach, developer, apologized for missing the last meeting, as it was a miscommunication. Further, he explained that the proposed development meets all current zoning standards; nevertheless, he is available to address any questions or concerns.

Ellyce Miller-Plotkin, 1998 NE 7 Street, Deerfield Beach, commented on parking, no room for trees, and the developer not maintaining his current properties.

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

In response to Chair Plaut's question, Mr. Brandt replied that there is no limit on the number of stories a property can have, as long as it meets the 55-foot requirement. Further, the property meets the unit number requirement.

In response to board member questions, Mr. Brandt replied that the square footage range is as follows: 1 bedroom - 1,173; 2 bedrooms - 1,325; 3 bedrooms - 1,436; and 4 bedroom - 2,400.

Chair Plaut stated that he researched the area and found that most of the properties are rentals. Further, the Community Appearance Board unanimously approved the aesthetics for the application and he reminded the public that before an item is presented it has gone through the proper channels to ensure it meets all code requirements.

Kristina Brandt, representing the applicant, stated that there was a discrepancy with the mailers due to the tropical storm; however, signs were placed in front of the development and those who attended provided positive feedback.

Chair Plaut, said the majority of the people who received notices are renters but have the ability to attend the public hearing.

In response to Chair Plaut's comment, Anthony Soroka, City Attorney, stated that the Board should vote on the application based on the facts presented, not hearsay.

In response to Vice Chair Bennett's questions, Mr. Suneson replied that the project has been fully vetted by the Development Review Committee and meets all code requirements. Further, a traffic study analysis was provided, which showed 59 daily trips; therefore, no further analysis was needed. Lastly, he is unsure if the water pressure in the area was reviewed, but he does know that fire checked the fire hydrants water pressure.

Mr. Brandt said it is a requirement to have a fire flow test and believes that the water pressure issue is not something that should be addressed at this point.

Vice Chair Bennett stated that property owners have rights and the application meets code; therefore, he does not see any legal reason to deny the application.

Chair Plaut urged the public to express their concerns to Commissioner Hudak.

Mr. Suneson said per code density is measured by its gross acreage. Thereafter, a brief explanation was provided regarding how the lot area was calculated and determined.

Due to technical difficulties, comments by the Board were inaudible.

In response to Mr. Chancy's question, Mr. Suneson, provided a brief overview of how lot area is calculated, whereby, the applicant provides a survey to staff, who does perform the final calculations.

Motion was made by Ms. Beckford, seconded by Vice Chair Bennett to approve Application 22-RM25-49. The motion CARRIED by unanimous vote.

CHAIRMAN'S REPORT

Ocean Way Holiday Event - Chair Plaut stated that staff did a great job, as the event was amazing.

Pearl Harbor Day - Chair Plaut reminded all that it was Pearl Harbor Day.

Future Meetings - Chair Plaut asked that staff be cognizant when scheduling meetings to ensure they do not conflict with any of the Jewish holidays.

STAFF REPORT

January Meeting - Christopher Suneson, Assistant Director of Planning & Development Services, said there will be a meeting.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Beckford, seconded by Vice Chair Bennett to adjourn the meeting at 8:15 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



Meeting Minutes

Community Redevelopment Agency

Wednesday, December 13, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Todd Drosky
Mr. Michael Hudak
Mr. Ben Preston
Vice Chair Bernie Parness
Chair Bill Ganz

Also Present:

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - August 29, 2023

MOTION was made by Mr. Hudak, seconded by Vice Chair Parness, to approve the October 17, 2023 minutes as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

APPROVAL OF AGENDA

December 13, 2023

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

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

GENERAL ITEMS

1. Seeking approval to pursue Florida Inland Navigation District (FIND) Waterways Assistance Grant Funding.

Kris Mory, Director of Economic Development, said the CRA was awarded \$2 million in grant monies from the Florida Inland Navigation District (FIND) to fund portions of Sullivan Park that were publicly accessible through the intracoastal waterways. Further, she said there was previous discussions regarding looking into other ways to fund the Sullivan Park expansion; therefore, CRA staff met with Frank Gernert, Broward County's FIND Representative, who enthusiastically advised staff to pursue a FIND Waterways Assistance Grant. CRA staff then met with Janet Zimmerman, FIND Executive Director, who advised that she would support the application. Ms. Mory explained that the Waterways Assistance Program (WAP) matches eligible projects on a 50/50 basis. Upon the Board's direction, staff will complete and submit a grant application, whereby, if eligible, the project can be awarded upward of \$2 million. Lastly, if awarded a large enough grant, the short-term loan strategy from the City could be avoided.

Mr. Hudak spoke in support of the proposal; thereafter, he commended staff for thinking outside of the box.

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

MOTION was made by Mr. Hudak, seconded by Mr. Preston, to move forward with submitting a grant application to the Florida Inland Navigation District. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

2. CRA Resolution 2023/009 - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an agreement with BeeFree, LLC d/b/a Freebee for on-demand transportation services for a one-year term, with two (2) one year renewal options, utilizing the terms of the City of Aventura Agreement/RFP No. 20-07-23-3 in an amount not to exceed \$300,000.00; providing for execution and an effective date. (Funds from Account #190-1500-549-39-16 - Rideshare)

The Resolution was read by title only.

Kris Mory, Director of Economic Development, provided a brief background of the project. Further, she said the short-term solution has been working with public safety to re-start the enforcement of the two-hour parking at the Cove Shopping Center. The short to mid-term solution is the proposed rideshare program, which is a pilot project geared toward bringing people from Deerfield Beach into the CRA District to patronize the businesses of the CRA; long-term solutions are forthcoming. During the budget process, staff began vetting rideshare programs in surrounding cities and it was discovered that the two main vendors were Circuit and Freebee; whereby, all cities went through a competitive procurement to bring the service to their communities. Although both vendors were similar, Freebee stood out more because they have a larger customer base; DFB ambassador drivers; sophisticated service app; back of house analytics, etc. Thereafter, various photographs of the app were displayed.

Continuing, Ms. Mory stated that all rides must go to the CRA area. Further, the proposed pilot project consists of four Tesla's and one ADA compliant van; the service will be available Thursday - Sunday from 4:00 p.m. to 11:00 p.m.; rides may originate at any Deerfield Beach residence or hotel; rides must terminate at a Deerfield Beach CRA business; rides will not be available from the Cove to the beach; rides must be booked through the app or website; and rides will be free of charge, but riders may tip drivers. The total cost of the program is \$490,000, whereby, the CRA budgeted \$300,000; however, Freebee agreed to underwrite \$158,000 of the cost through advertising revenue. She explained that the proposal includes a one-year agreement, for the pilot project, with two, one-year renewals; the progress of the program will be tracked and provided to the CRA Board via monthly reports; the Board will have the ability to refine the service contract to meet the community's needs; and to offset the costs a FDOT Public Transit Service Development Project Grant will be sought.

In response to Mr. Hudak's questions, Ms. Mory replied that the renewals will be the same cost. Further, she hopes that this project will become revenue neutral to the CRA and be completely funded through FDOT and the businesses, or just the businesses themselves.

GENERAL ITEMS - CONTINUED

In response to Mr. Hudak's questions, Claudia Miro, Freebee, 371 NE 62nd Street, Fort Lauderdale, stated that Freebee provides an economic development component, whereby, a team of economic development officers go door to door to every business in Deerfield Beach and offer them free advertising through the mobile platform. She said a live dash board will be provided to the CRA, which can be accessed in real time, to show businesses how many people were delivered to their establishment. Further, she stated that there is no way of saying when vehicles are at capacity; nevertheless, within the first couple of weeks the ridership will be established, so the CRA will be able to set the level of service. Lastly, she said if the ridership is up, another vehicle can be added at the set rate.

In response to Vice Chair Parness' comment, Ms. Mory provided a brief example of how Freebee can be utilized. Further, she stated that staff will be reviewing the data and ridership patterns to address any issues and concerns.

In response to Mr. Preston's question, Ms. Mory replied that individuals do not have to live in a specific area, whereas, the program serves the entire city, as long as individuals are intending to go to the CRA District. Once individuals are done in the CRA District, Freebee will take them home, free of charge.

Mr. Drosky spoke in support of the inability to access the Cove; however, he asked if an individual would be allowed to take Freebee from Ocean's 234 to the Cove.

Ms. Mory replied no, as the ride must originate from a residence or hotel. Further, she provided an example of a resident living on the island who can have Freebee take them to the Cove.

David Santucci, City Manager, clarified that an individual cannot originate from the Cove to the island.

In response to Mr. Drosky's question, Ms. Mory replied that if he were to call Freebee to take him to the CRA District, he would then be able to call Freebee to take him home, which is outside of the CRA.

Mr. Drosky stated that he wants this to be a self-sustaining program, as he is unsure if the General Fund can support the project; therefore, he urged staff to seek alternate funding options, i.e. FDOT, etc.

In response to Mr. Hudak's comment, Ms. Mory said if an individual lives in Deer Creek, Freebee could pick them up, and take them to the Publix in the CRA District, and then take them home.

In response to Chair Ganz's comments, Ms. Mory stated that you cannot go to the Cove Shopping Center to the beach or anywhere else within the CRA District, but you can go from the Cove to your residence or hotel. Further, she reiterated that the ride must originate from a residence or hotel.

Chair Ganz opened the public hearing.

Ryan Morgan, Beach Ride USA, said Freebee is a wonderful company but it will unfortunately put a constraint on his business, which is a free ride service that connects area residents and visitors to local businesses. Thereafter, he provided a brief history of his 10-year business. Further, he loves providing the free ride service, whereby, no money has been made; nevertheless, over the last 10 years many businesses have sponsored Beach Ride USA, i.e. JB's on the Beach, Flanigan's, etc. Mr. Morgan said when he first started, he thought things were going to be easier; however, he realized that there were many logistics involved, which he outlined. He said he has never asked the City for anything, and has a lot to offer and wants to help. Lastly, he reiterated that he wants to help and be apart of the services.

In response to Mr. Preston's questions, Mr. Morgan replied that the majority of their rides originate from the beach to the Cove or from Hillsboro Landings to the restaurants on the beach. Further, he said they do not have the capability to service the western portion of the community.

In response to Chair Ganz's questions, Mr. Morgan replied that they can take individuals from business to business. Further, he said they operate seven days a week from 5:30 p.m. to 10:00 p.m., whereby, his company was noticing that many people just wanted rides to the beach, which does not provide economic development. Although they can fill in the gaps of where Freebee falls short; however, he is concerned that the funding being provided to Freebee will put him out of business. He stated that Freebee will be a great asset to the community, but asked that his business not be forgotten. Lastly, he said he has never come before the Board requesting money.

GENERAL ITEMS - CONTINUED

In response to Mr. Hudak's question, Mr. Morgan replied that the most important thing he has learned is you have to perform mass transits and group parties together due to the demand; therefore, he believes his service can be in harmony with Freebee to enhance the entire service.

Mr. Preston said he understands Mr. Morgan's concerns, but spoke in support of Freebee being able to provide the service to the western portion of the community; nonetheless, he does not want Mr. Morgan's service to be eliminated as it can be used by the community.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, said she use to be a driver/ambassador for Beach Ride USA, but stopped due to COVID. She said it was an amazing experience, as she met many people and was able to tell them where to shop and eat. Ms. Noland said she does not want to see Beach Ride USA diminish as it was successful and helped many people, especially the elderly. Further, she said if there is any way money could be allocated to support Mr. Morgan's program, she would love to see it. Lastly, she spoke in support of Freebee but reiterated that she does not want to see anything happen to Beach Ride USA.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, said Freebee and Beach Ride USA provide two different services, and believes it would be a shame for Mr. Morgan to lose his business; therefore, she stated that it would be nice to work something out for them both.

Larry Wilson, 1240 SE 14th Drive, Deerfield Beach, spoke in support of Beach Ride USA. Further, he spoke in support of Freebee as they have the capability to service the entire community. Thereafter, he asked for clarification on the seating capacity of Freebee's vehicles. Lastly, he asked that the Board support Mr. Morgan.

Jay Whelchel, Cove Brewery, spoke in support of the Freebee program, and commended staff for looking into ways to resolve the Cove parking issues. Furthermore, he said Beach Ride USA is also phenomenal as he's used the service many times; therefore, he spoke in support of a collaboration or mutual opportunity. Thereafter, he continued to commend staff for finding ways to assist with the parking issues at the Cove.

Chair Ganz closed the public hearing. Further, he believes that both companies can coexist, as parking is a major issue and will continue to get worse; nevertheless, he needs a business plan, statistics, etc. from Beach Ride USA. Thereafter, he provided a brief overview of his experience with Freebee, whereby, getting more cars off the road is a major factor. Chair Ganz said Freebee has an extraordinary service, but reiterated that both services can coexist, whereby, Mr. Morgan must produce some type of business plan.

In response to Chair Ganz' question, Ms. Miro replied that the Tesla Model X and Y, whereby, X can hold five plus the driver, and the ADA vehicle can hold nine plus the wheelchair.

Chair Ganz said this type program is the future of transportation, as cities are not going to be able to keep up with the people. Further, he does not have an issue with this program eventually moving over to the General Fund, if funding is available, because having a free ride share program is a great City asset. Thereafter, he outlined the grant funding other cities have received from having this type program and stated that he is in full support of the program.

Mr. Hudak said Beach Ride USA has been providing this service for 10 years, but unfortunately it has not alleviated the parking situation, so he supports Freebee; however, he is also in support of Beach Ride USA and should a business plan be brought forward in the future, he believes both organizations can coexist, which he supports.

MOTION was made by Vice Chair Parness, seconded by Mr. Preston, to approve Item 2 adopted CRA Resolution 2023/009. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

GENERAL ITEMS - CONTINUED

3. **CRA Resolution 2023/010 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving the Commercial Façade Improvement Program Funding Agreement for LMRCOVE, LLC (d/b/a The Cove Restaurant) in an amount not to exceed \$32,279.50; waiving certain program guidelines; authorizing execution of the Agreement; authorizing a budget transfer within the CRA fund in the amount of \$32,280.00 from the infrastructure and capital improvement account to the commercial façade loan account; and providing for an effective date. (Funds from Account #190-1500-552-39-59 - Commercial Façade Loan/Grant)**

The Resolution was read by title only.

Kris Mory, Director of Economic Development, said LMRCove, LLC is looking to make improvements to the marina, whereby, paint and mural approval will be needed by the Community Appearance Board. Further, she stated that they are seeking \$32,279 in funding; whereby, the applicant must make the improvements and then submit proof of payment to the contractors for reimbursement.

In response to Chair Ganz's questions, Ms. Mory replied that it is more than just a mural, whereby, improvements include painting the building, redoing the awning, etc. Further, she said money is being transferred out of infrastructure and capital improvements.

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

MOTION was made by Mr. Hudak, seconded by Vice Chair Parness, to approve Item 3 adopted CRA Resolution 2023/010. Roll Call:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

ADMINISTRATION COMMENTS**4. 2023 Ocean Way Holiday Economic Impact Report.**

There were no comments made by administration.

BOARD COMMENTS

Issues within CRA District - Mayor Ganz stated that he has requested monthly reports of changes within the CRA District, i.e. code cases, new businesses, etc. Thereafter, he outlined code cases against various businesses, i.e. Fat Tuesdays, BurgerFi, etc.

There were no other board comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Vice Chair Parness, seconded by Mr. Preston, to adjourn the meeting at 8:11 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Preston, Vice Chair Parness, and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



Regular City Commission Meeting - January 23, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, January 23, 2024, 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 January 23, 2024, 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 January 23, 2024 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 January 23, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89462048368?pwd=Tx0S3YzR1F0T3dlnhiTWE5MjFKQT09>
 - 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: 894 6204 8368#, Participant ID: #, Passcode: 201748#

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 January 23, 2024, 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. 2024-17

Agenda Date: 1/23/2024

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Janelle Richards as an alternate member to the Community Appearance Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Janelle Richards has expressed an interest in serving on the Community Appearance Board and has been nominated by Mayor Ganz to serve as an alternate member.

Current Activity

Upon appointment, the Board will have three regular members, with two vacancies and two alternates, with three vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING JANELLE RICHARDS AS
AN ALTERNATE MEMBER TO THE COMMUNITY APPEARANCE
BOARD; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (“City”) created a Community Appearance Board (“Board”) pursuant to Section 78-1 of the City’s Land Development Code (“Code”) in recognition that community aesthetics can be achieved through thoughtful design of the built environment to enhance community character, promote urban beautification, require that new projects and development enhance that which already exists, and to provide the Planning and Development Services Department with design consultation when requested; and

WHEREAS, pursuant to Section 78-3 of the Code, the Board shall 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, Janelle Richards has expressed an interest in serving on the Board as an alternate member.

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

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

Section 2. Janelle Richards is hereby appointed to serve as an alternate member of the Board for a term commencing on January 23, 2024, and expiring on May 15, 2025.

Section 3. Janelle Richards shall serve without compensation and is required to file a financial statement in accordance with applicable law.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: January 3, 2024

The attached application from Janelle C. Richards for the Community Appearance Board has been received.

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

- ☐ Regular Member
☒ Alternate Member

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

 1. 9. 2024

Signature:

Date:

Appointing
Elected Official:

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

Please return to City Administration for processing.



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

B.S. Communications With a bachelor's degree in communications, I bring a solid educational found

Professional: Certification(s)

Certified - Basic Economic Development

Accredited by the International Economic Development Council and the American Planning Association. Earners of this certification have earned the tools they need to gain a competitive edge.

Knowledge: Training, interest or experience

I am currently an Economic Development and Marketing Coordinator for the City of Hollywood. In my role, I implement practical and cost-effective development and marketing programs for local business development. Further, I coordinate and facilitate workshops, conduct business, real estate and economic analyses, create social media campaigns, performs economic development

Community Involvement: List organizations/positions

Habitat for Humanity - volunteer/current

Organizations: Memberships

HOA Board Director - volunteer/current

Black Chamber of Commerce - member/current

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: *Janelle C. Richards*

Date: 01/02/24

Print Name: Janelle C. Richards

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

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

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



COMMUNITY APPEARANCE BOARD

Creating Authority:

City Charter-Section 3.12

Method of Appointment:

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

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

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

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

Qualifications:

One (1) Florida Registered Architect

One (1) Florida Registered Landscape Architect

One (1) Sign contractor

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

Financial Disclosure:

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

Compensation:

None

Liaison:

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

Meeting Dates:

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

Functions and Responsibilities:

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

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

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

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Tinka Ellington (Mayor)	1517 SE 6th Street Deerfield Beach, FL 33441	954-448-5226	NEW	2021/156	11/16/2021	05/15/25
VACANT Engineer (District 1)			GLUNT			05/15/27
VACANT (District 2)			NEW			05/15/25
Jack Hugentugler II (District 3)	3809 NW 7th Place Deerfield Beach, FL 33442	427-7917 695-5826 (C)	SELF	2021/064	05/04/21	05/15/25
Harry L. Belton Landscape Architect (District 4)	P.O. Box 4161 Deerfield Beach, FL 33442	232-5398(H) 733-7233(W)	SELF	2021/064	05/04/21	05/15/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
VACANT (District 1)			DAMIANO			05/15/27
VACANT (District 2)			TRANCHIDA			05/15/25
Joseph Cummings (District 3)	267 Oakridge P Deerfield Beach, FL 33442	305-465-1877	BROWN	2023/046	03/28/23	05/15/25
VACANT (District 4)			NEW			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2312

Agenda Date: 1/23/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the rules and regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery to revise the dimension requirements for headstones, markers and memorials and update various provisions to be consistent with the administrative operation of the cemeteries; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Parks and Recreation Department oversees two City-run cemeteries, Pineview Cemetery and Deerfield Beach Memorial Cemetery (collectively, the "Cemeteries"). Chapter 22 of the City Code provides for the City Commission to adopt rules and regulations for the Cemeteries by resolution. On January 4, 2022, the City Commission adopted Ordinance No. 2022/004 to revise and update the Cemetery related City Code provisions. Following the adoption of Ordinance No. 2022/004, on February 1, 2022, the City Commission adopted Resolution No. 2022/012 that revised the cemetery rules and regulations (the "Cemetery Rules and Regulations"). The proposed changes to Cemetery Rules and Regulations are primarily housekeeping items that include additional marker dimensions and clarification of the payment for service charges due date.

Current Activity

The proposed revisions to the Cemetery Rules and Regulations include the following: (1) changing Director to either Cemetery Office or City, as applicable throughout the document; (2) revising Section 4.02 to change the payment for service charges from "at least two business days" to "two full business days" prior to internment or removal. This revision allows for the advance notice for documentation verification, plot selection, staff scheduling and all other items that may occur due to necessary planning. For example, a funeral scheduled for Saturday shall have all notification, documentation and payment completed by close of business the Wednesday prior to the date; (3) Section 15.04 entitled Standard Specifications for memorial work currently deals with headstones and markers. The proposed revisions will clarify the type of memorials, including adding triple memorials, and update the dimension specifications; and (4) there are some general housekeeping items in the attached.

Recommendation

Staff recommends the approval of the Amended Rules and Regulations.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE RULES AND REGULATIONS FOR DEERFIELD BEACH MEMORIAL CEMETERY AND PINEVIEW CEMETERY TO REVISE THE DIMENSION REQUIREMENTS FOR HEADSTONES, MARKERS AND MEMORIALS AND UPDATE VARIOUS PROVISIONS TO BE CONSISTENT WITH THE ADMINISTRATIVE OPERATION OF THE CEMETERIES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Chapter 22 of the City Code provides for the City Commission to adopt rules and regulations for the cemeteries in the City by Resolution; and

WHEREAS, on August 17, 2020, the City Commission adopted amended Rules and Regulations for Deerfield Beach Memorial Cemetery and Pineview Cemetery (the “Cemetery Rules and Regulations”); and

WHEREAS, on January 4, 2022, the City Commission adopted Ordinance No. 2022/004 amending Chapter 22 “Cemeteries” of the City’s Code of Ordinances to revised and update the cemetery related City Code provisions; and

WHEREAS, on February 1, 2022, the City Commission adopted Resolution No. 2022/012 amending the Cemetery Rules and Regulations; and

WHEREAS, City staff recommends amending the Cemetery Rules and Regulations, in the manner shown in the attached Exhibit “A,” to update the dimension requirements for headstones, markers and memorials and make minor clarifications to various other provisions for consistency with the administrative operation of the cemeteries.

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 amends the Cemetery Rules and Regulations, in the manner set forth in the attached Exhibit “A.”

Section 3. The appropriate City officials are authorized to take all actions necessary to carry out the aims of this Resolution and to implement the amended Cemetery Rules and Regulations, as reflected in Exhibit “A”.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RULES AND REGULATIONS*
DEERFIELD BEACH MEMORIAL CEMETERY
 AND
PINEVIEW CEMETERY

These Rules and Regulations were adopted by the City Commission of the City of Deerfield Beach.

INTRODUCTION

For the mutual protection of all purchasers of lots and plots in Deerfield Beach Memorial Cemetery and Pineview Cemetery, the following rules and regulations shall govern the ownership, use and control of all of said lots or plots, as well as any amendments which may hereafter be adopted by the City Commission of Deerfield Beach, and the reference to these rules and regulations in the Certificate of Ownership, or in the recorded plat shall have the same force and effect as if these rules and amendments were set out therein in full. The title to all lands shown on the official plats of Deerfield Beach Memorial Cemetery and Pineview Cemetery, recorded in the Public Records of Broward County, Florida is vested in the City of Deerfield Beach, a municipal corporation of Florida.

SECTION I

DEFINITIONS

1.01 CEMETERY. The term “Cemetery” is hereby defined to include a burial garden for earth interments and for cinerary interments, or a combination of one, or more than one, thereof, and includes Deerfield Beach Memorial Cemetery and Pineview Cemetery.

1.02 CERTIFICATE OF OWNERSHIP. The term “Certificate of Ownership” shall apply to the original conveyance given by the City to the original purchaser.

1.03 CITY. The term “City” shall mean the City of Deerfield Beach.

1.04 CREMATION PLOT. The term “Cremation Plot” shall apply to a space of sufficient size to accommodate the remains of one cremated body, approximately 3 1/3' x 2 1/2'.

1.05 DECEASED OWNER. The term “Deceased Owner” means the Owner of a plot, as defined in these Rules and Regulations, who is buried in the Cemetery.

1.06 DEPENDENT. The term “Dependent” shall mean a person that qualifies as a dependent under the applicable IRS regulations, as reflected in the applicable IRS tax forms.

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1.07 DIRECTOR. The term “Director” shall mean the Director of the City Parks and Recreation Department or his/her designee.

1.08 FAMILY MEMBER. The term “Family Member” shall mean the grandparents, parents/legal guardian, siblings, spouse/domestic partner, children, or grandchildren of a Deceased Owner. The Family Member must provide sufficient documentation demonstrating their status as a Family Member of the Deceased Owner in order to be eligible to purchase a plot in the Cemetery.

1.09 INFANT. The term “Infant” shall apply to any child who has not reached his or her first birthday.

1.10 INTERMENT. The term “Interment” shall mean the permanent disposition of the remains of a deceased person by cremation and inurnment, entombment or burial.

1.11 LOT. The term “Lot” shall apply to all numbered divisions as shown on the Record Plat, which consists of four or more plots.

1.12 LOT MARKER. The term “Lot marker” means a concrete or other suitable material used by the City of Deerfield Beach to locate corners of the lot or plot.

1.13 MARKER. The term “Marker” means a memorial flush with the ground.

1.14 MEMORIAL. The term “Memorial” shall include a monument, marker, tablet, headstone, or tomb for family or individual use, tombstone, coping, lot, enclosure, surface burial vault, urn and crypt and niche plates.

1.15 MINOR. The term “Minor” shall mean a person under the age of 18.

1.16 MONUMENT. The term “Monument” shall include a tombstone or memorial of granite, or other material, which shall extend above the surface of the ground.

1.17 OWNER. The term “Owner” shall apply to any person or persons identified in the records of the cemetery authority as the owner or owners of the burial rights to a burial plot, or who holds a certificate of ownership conveyed from the cemetery authority of the burial rights in a particular lot, plot, or space.

1.18 OWNER'S LETTER OF AUTHORIZATION OF RESERVATION. The term “Owner's Letter of Authorization of Reservation” shall apply to the document executed by the ~~Owner in the presence of the Director~~, designating and specifying the person or persons entitled to burial in the lot or plot for which a Certificate of Ownership is held.

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1.19 PLOT. The term “Plot” shall apply to a space of sufficient size to accommodate one adult interment, approximately 3 1/3' x 10'.

1.20 PLOT, INFANT BURIAL. The term “Plot, Infant Burial” shall apply to a space of sufficient size to accommodate one infant interment, approximately 3 1/3' x 5'.

1.21 RESIDENT. The term “Resident” means a person having their place of residence within the City at the time of purchase or death, which shall be established upon proof of any two of the following:

- (1) A declaration of domicile;
- (2) Valid Florida driver’s license or a valid Florida state-issued identification card;
- (3) Broward County Voters Registration Certificate, which shows on its face that the individual resides within the corporate limits of the City of Deerfield Beach;
- (4) Homestead Exemption;
- (5) A copy of a current and validly executed lease agreement; or
- (6) A copy of the most recent water, electric, gas, or other utility bill.

If the parent or legal guardian of a Minor or Dependent can establish Resident status, the Minor or Dependent shall be considered a Resident. The parent or legal guardian must also provide proof of guardianship or the applicable IRS tax forms claiming the individual as dependent.

A person residing in a nursing home or assisted living facility outside the jurisdictional boundaries of the City at the time of death shall be considered a Resident if the person can establish they had Resident status immediately preceding their move to the nursing home or assisted living facility.

A person residing in a nursing home or assisted living facility in the City at the time of death may establish Resident status by providing the City with a recent copy of an invoice or bill from the nursing home or assisted living facility that identifies such person as a resident of the nursing home or assisted living facility.

Notwithstanding the forms of proof set forth in this Section, the City may, in its sole discretion, allow an individual claiming Resident status to present alternate written documents to the appropriate City personnel to establish Resident status, and to execute a sworn affidavit in which the individual declares that the representations made to the City regarding residency are true.

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SECTION II

GENERAL SUPERVISION

2.01 ADMISSION TO CEMETERY The City reserves the right to require all persons driving motor vehicles into the Cemetery to bring their motor vehicles to a full stop at the entrance. The City reserves the right to refuse admission to the Cemetery grounds and to refuse the use of any of the cemetery facilities to any person who does not obey these Rules.

2.02 FUNERAL SUPERVISION. All funeral processions, on entering the Cemetery, shall be under the control and supervision of the Funeral Director. However, this rule shall not alter the responsibility of the funeral director in being present and conducting the burial services as provided by the laws of the State of Florida and the rules and regulations governing the Cemetery.

2.03 CASKET NOT TO BE DISTURBED. Once a casket containing a body is within the confines of the Cemetery, no funeral director, or his/her embalmer, assistant, employee or agent, shall be permitted to open the casket, or to touch the body without the consent of the legal representatives of the deceased, or without a court order.

2.04 CITY SHALL NOT DISCRIMINATE. The City shall not refuse to sell or issue a contract or provide services to any person because of the person's race, color, creed, marital status, sex, or national origin.

2.05 CITY RESIDENTS. The existing plot sites in the Cemetery remaining unsold as of February 1, 2022, are hereby reserved for purchase only by the Residents of the City of Deerfield Beach, Florida and Family Members of Deceased Owners.

SECTION III

INTERMENTS AND DISINTERMENTS GENERALLY

3.01 SUBJECT TO LAW. In addition to these rules and regulations, all interments, disinterments, and removals are subject to the orders and laws of the properly constituted authorities of the City, County, and State.

3.02 TIME AND CHARGES. All interments, disinterments, and removals must be made at the time and in the manner, and upon the charges, as fixed by the City.

3.03 INTERMENT INSTRUCTIONS/NOTICE. At least 2 business days prior to any cremation or interment, the funeral home shall provide the interment instructions, in the form

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provided by the City, and written notification to the ~~Director~~ Cemetery Office of such cremation or interment. The Director may make exceptions to the 2 day notice requirement, provided such exceptions shall be subject to additional charges. The ~~Director~~ Cemetery Office shall be notified at least 2 business days prior to any disinterment or removal.

3.04 APPLICATION FOR INTERMENT. The City shall, in the absence of the Owner's Letter of Authorization of Reservation, refuse cremation or interment in any plot, and refuse to open the burial space for any purpose, except upon written application by the Owner of record. A written order may be accepted by the ~~Director~~ Cemetery Office, when said written order is from a licensed funeral director and the licensed funeral director accepts the responsibility to meet all charges incurred by the City, including the responsibility for the purchase price of the plot and the charges for opening and closing grave, as well as any and all other charges.

3.05 CONCRETE BOXES. Every earth interment shall be made enclosed in a concrete vault or liner provided by the funeral director, approved by the ~~Director~~ City and must be installed by the ~~funeral director under the supervision of the Director~~ vault company. This includes adult, infant, and cremation interments. If the cremains are placed in a sealed cremation urn made of marble or granite, it can be placed directly into the earth/plot without a vault or liner.

3.06 LOCATION OF INTERMENT SPACE. The interment instructions shall contain instructions regarding the requested location of an interment space. When instructions regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Director may, in his/her discretion, open it in such a location of the lot as he deems best and proper, so as not to delay the funeral, and City shall not be liable for any error made.

3.07 ORDERS GIVEN VERBALLY. The City shall not be held responsible for any order given verbally, or for any mistake occurring from want of precise and proper instructions as to the particular space, size, and location in a lot where interment is desired.

3.08 ERRORS MAY BE CORRECTED. The City shall have the right to correct any error that may be made by it, either in making interments, disinterments, or removals, or errors in the description, transfer, or conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Director, or in the sole discretion of the City, by refunding the amount of money paid on

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account of said purchase. In the event such error shall involve the interment of the remains of any person in a different location, the Director shall have the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Director shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

3.09 DELAYS IN INTERMENT CAUSED BY PROTEST. The City shall in no way be liable for any delay in the interment of the remains where a protest against the interment has been made, or where the rules and regulations have not been complied with. Under such circumstances, the City shall have the right to place the remains in the receiving vault until full rights have been determined. The Director shall be under no obligation to recognize any protests of interments unless they are in writing and filed with the City.

3.10 NOT RESPONSIBLE FOR EMBALMING OR IDENTITY. The ~~Director~~ City shall not be liable for the interment permit nor the identity of the person sought to be interred or cremated; nor shall the ~~Director~~ City be liable in any way for the embalming of the body.

3.11 NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR. No interment shall be permitted on, or memorial placed in or on, any lot or plot in the cemetery where the purchase price therefore has not been paid in full 2 business days prior to time scheduled for the interment.

3.12 INTERMENT OF MORE THAN ONE BODY. No more than one body, or the remains of more than one body, shall be interred in one grave, unless such grave has been purchased with the written agreement that more than one body, or the remains of more than one body, may be interred, and provided proper identification is made of such interment or interments on one regulation memorial. However, no written agreement is required in the case of the interment of a parent and new born baby together in one grave. When a full size adult plot is used for cremated remains, a maximum of 2 urns may be placed in the plot.

3.13 EQUIPMENT. Only tents, artificial grass, lowering devices, and other equipment owned by the City shall be used in making interments, disinterments, and removals, unless permission is given by the City for the funeral director to use his/her own equipment.

3.14 PLOT RESERVATIONS. In the event that a Family Member of a Deceased Owner desires to purchase a plot next to the Deceased Owner, the Family Member must provide the

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~~Director-Cemetery Office~~ with written notice to reserve such plot. The Family Member will have 90 days from the date of the Deceased Owner's death to "hold" and pay for the reserved plot. After 90 days' the "hold" will be removed.

3.15 VIOLATIONS. Failure to provide timely notice or the interment instructions in accordance with Section 3.03 of these Rules and Regulations is a violation of these Rules and Regulations and may result in a delay in interment and a fine or additional fee, as set forth in the City's Fee Schedule. If a funeral home has three or more violations within a 12-month period, the City Manager may suspend business with the funeral home.

SECTION IV

SERVICE CHARGES/FEES

4.01 FEES. The fees for interment are set forth the City's Fee Schedule, which is approved by resolution of the City Commission.

4.02 PAYMENT FOR SERVICE CHARGES. The charges for the services in connection with an interment must be paid at the time of the issuance of the order for interment and/or removal, which shall be at least two full business days prior to the interment or removal.

4.03 OVERTIME CHARGE. The following shall be subject to an overtime charge as set forth in the City's Fee Schedule. Any services requested or performed:

- (a) before or after the normal burial hours of 9:00am to 2:00pm Monday through Friday; or
- (b) on weekends or legal holidays.

4.04 GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES. No person, while employed by the City, shall receive any fee, gratuity, or commission, except from the City, either directly or indirectly.

SECTION V

DISINTERMENTS AND REMOVALS

5.01 REMOVAL FOR PROFIT PROHIBITED. Removal by the heirs of a body or cremated remains so that the lot or plot may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original Owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

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5.02 MAY OBTAIN LARGER PLOT. A body or cremated remains may be removed from its original plot to a larger or better plot in the Cemetery, provided there has been an exchange or purchase for that purpose.

5.03 CARE IN REMOVAL. The City shall exercise utmost care in making a removal, but it shall assume no liability for any damage to the casket, burial case, or urn incurred in making the removal.

SECTION VI

BURIAL RIGHTS OF PLOT OWNERS.

6.01 RIGHT OF INTERMENT. At the time of purchase of lot or plot, or at any time thereafter during the Owner's lifetime, and in accordance with these rules and regulations, the Owner, of any such lot or plot may present his or her or their Certificate of Ownership, therein specifically designating the person entitled to be buried in any or all of the plots in said lot, or vesting the right of designation for plots in a named person. No other person may be buried in any plot designated by the owner or owners in the Owner Letter of Authorization of Reservation or amended Letter of Authorization of Reservation executed by the Owner.

- (a) The Owner of any lot or plot may, in the Letter of Authorization of Reservation, limit the persons entitled to be buried in said lot to those persons designated in the Letter of Authorization of Reservation.
- (b) In the event the Owner fails to designate burial rights as to each plot in said lot, or fail to limit burials in said plot to those designated in the Letter of Authorization of Reservation, then, as to the plots not designated, the right of burial shall be as provided in Section 6.02 hereof.
- (c) Upon application by any person for interment of remains in a given plot, the burden of proof as to the identity of the person to be interred rests upon the applicant, Funeral Director or their designee. The identity of the person to be interred shall be provided as interment instructions. No liability shall rest upon or be charged to the City in case of a false statement in said application.

6.02 RIGHT OF INTERMENT IN ABSENCE OF OWNER'S LETTER OF AUTHORIZATION OF RESERVATION. In the absence of an Owner Letter of Authorization of Reservation, the right of interment shall be in the following order:

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- (a) One plot shall be forever reserved for the Owner and for the Owner's surviving spouse, if any.
- (b) The remaining plots in said lot shall be held in trust by the City, for burial of the following persons in the order of their death and a request for burial, to wit:
 - (1) The children of the Owner, and their respective spouses.
 - (2) Lineal descendants of the Owner, and their respective spouses.
 - (3) Parents of the Owner.

6.03 VESTED RIGHTS OF LOT/PLOT OWNERS. The burial rights in all lots and plots shall be presumed to be the sole and separate property of the person or persons named as grantee in the Certificate of Ownership, in accordance with these rules and regulations; provided, however, that the spouse shall have a vested right of interment of their body in any burial plot conveyed to the other, which shall continue as long as they shall remain the spouse of the Owner or shall be the Owner's spouse at the time of such plot Owner's demise. No conveyance or transfer shall divest the spouse of an owner of his or her vested right of interment without the joinder therein executed by the spouse.

6.04 INALIENABILITY OF CEMETERY PLOTS. All plots, the use of which has been conveyed in a Certificate of Ownership, are indivisible. Whenever an interment of the remains of the Owner or a Family Member of the Owner is made in a plot, the plot thereby becomes inalienable and shall be held as the family plot of the Owner or Family Member, as applicable, except as otherwise provided by Owner's Letter of Authorization of Reservation.

SECTION VII

TRANSFERS OR ASSIGNMENTS

7.01 CONSENT OF CITY OF DEERFIELD BEACH. Transfers and assignments are prohibited, except for transfers or assignments from one Resident to another Resident. No transfer or assignment of any lot or plot, or interest therein, shall be valid without the consent of the City. The original Certificate of Ownership must be presented at the time application for transfer is made.

7.02 TRANSFER CHARGES. All transfers of ownership in lots and plots shall be subject to a charge set forth in the City's Fee Schedule, which charge shall be paid to the City when the transfer is recorded.

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SECTION VIII

CONTROL OF WORK

8.01 WORK TO BE DONE BY CITY OF DEERFIELD BEACH. All grading, landscape work, and improvements of any kind; all care of plots, all planting, trimming, cutting and removal of trees, shrubs and herbage; and all interments, disinterments, and removals shall be made by the City. Subject to the provisions of Section 4.02, all openings and closings of plots shall be by the City.

8.02 DIRECTOR MUST DIRECT AND MAY REMOVE IMPROVEMENTS. All improvements or alterations of lots and plots in the cemetery shall be under the direction of, and subject to, the written consent, satisfaction, and approval of the Director. Should any improvements or alterations be made without the Director's written consent, the Director shall have the right to remove or alter such improvements or alterations at the expense of the Owner or, in any event, at any time, in the Director's judgment they become unsightly.

SECTION IX

DECORATION OF PLOTS

9.01 FLORAL REGULATIONS. Only flower receptacles that are made of rust-proof metal and are of approved size and design may be placed on any plot. In the case of burial in a lot or plot, any permitted flower receptacles shall be set wholly beneath the level of the lawn. The ~~Director~~City shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind from the Cemetery as soon as, in the judgment of the ~~Director~~City, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standard maintained. The City shall not be liable for floral pieces, baskets, or frames in which, or to which, such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The City shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by causes beyond the City's control. The City reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The City reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants or herbage of any kind, unless the ~~Director~~City gives ~~his/her~~ the City's consent.

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9.02 CERTAIN ITEMS AND ORNAMENTS PROHIBITED. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass vases, glass, wood or iron cases, and similar articles upon the plots are not permitted. Garden mulch, ornamental rocks, stones and bricks; solar lights and PVC pipes shall not be permitted on the grounds, and if so placed, the City reserves the right to remove same.

9.03 URNS, ETC. SUBJECT TO APPROVAL. All fittings, adornments, urns, and inscriptions shall be, and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by the Director in accordance with these Rules.

SECTION X

ROADWAYS AND REPLATTING

10.01 RIGHT TO REPLAT, REGRADE AND USE PROPERTY. The City reserves the right to enlarge, reduce, replat, or change the boundaries or grading of the Cemetery, sections of the Cemetery, or roads, drives or walks thereof. The right to lay, maintain, and operate, or alter pipe lines or gutters for sprinkling systems, drainage, lakes etc., is also expressly reserved by the City. The City has the right to use Cemetery property not sold to individual lot owners for Cemetery purposes, including the interring and preparing for interment of bodies, or for anything necessary, incidental or convenient thereto. The City reserves to itself, and to those lawfully entitled thereto, a perpetual right to ingress and egress over plots for the purpose of passage to and from other plots.

SECTION XI

CONDUCT OF PERSONS WITHIN THE CEMETERY

11.01 MUST USE WALKS. Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads, except that a person may walk on the grass if that is the only way to reach the plot the person is visiting. The City shall in no way be liable for any injuries sustained by any person injured while walking on the grass, or while on any portion of the Cemetery including the avenues, walks, alleys or roads.

11.02 TRESPASSERS ON CEMETERY PLOTS. Only the Owner and relatives shall be permitted on the cemetery plot. Any other person thereon shall be considered a trespasser, and the City shall owe no duty, to said trespasser, to keep the property or memorial thereon in a reasonable, safe condition.

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11.03 CHILDREN. Children under 15 years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by a parent, guardian or responsible adult over the age of 18 years old.

11.04 FLOWERS ETC. All persons are prohibited from gathering flowers, whether wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds, fish or other animal life within the cemetery grounds.

11.05 REFRESHMENTS. No person shall be permitted to bring food or refreshments within the cemetery grounds or buildings.

11.06 LOUNGING ON GROUNDS. No one shall ~~not~~ be permitted to sit or to lounge on any of the grounds, graves or monuments in the Cemetery or in any of the buildings unless such person is visiting a gravesite.

11.07 LOUD TALKING. No loud talking shall be permitted on the cemetery grounds within hearing distance of funeral services.

11.08 RUBBISH. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings is prohibited. Receptacles for waste materials are located at convenient places.

11.09 AUTOMOBILES. Automobiles shall not be driven through the grounds at a greater speed than five miles per hour, and must always be kept on the right hand side of the Cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave, unless such automobiles are being used by persons in attendance at a funeral.

11.10 BICYCLES AND MOTORCYCLES. No bicycles or motorcycles shall be admitted to the Cemetery, except such as may be ridden by persons in attendance at funerals or on business and must use roadway or pathways only.

11.11 PEDDLING OR SOLICITING. Peddling of flowers or plants or soliciting of any commodity, other than by the City, is prohibited within the confines of the Cemetery.

11.12 NOTICES AND ADVERTISEMENTS. No signs, notices, or advertisements of any kind shall be allowed in the Cemetery, unless such signs, notices, or advertisements pertain to a funeral and are placed by the Director.

11.13 ANIMALS. No one shall be allowed to bring animals onto the cemetery grounds or in any of the buildings, other than service animals as defined by Section 413.08 F.S.

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11.14 TIME GROUNDS AND OFFICE OPEN. The cemetery grounds shall be open from sunrise to sunset. The cemetery offices shall be open at the times and days designated by the Director.

11.15 IMPROPRIETIES. It is of the utmost importance that there should be strict decorum observed at all times within the cemetery grounds, whether embraced in these Rules or not, and no improprieties shall be allowed.

11.16 DIRECTOR TO ENFORCE RULES. The Director is hereby empowered to enforce all rules and regulations, and to exclude from the Cemetery any person violating same. The Director shall have charge of the grounds and buildings, including the conduct of funerals, traffic, employees, Owners, and visitors, and at all times, shall have supervision and control of all persons in the Cemetery.

SECTION XII

RESPONSIBILITY OF CITY

12.01 WHEN CITY OF DEERFIELD BEACH NOT RESPONSIBLE. The City disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

SECTION XIII

CHANGE IN ADDRESS OF OWNERS

13.01 OWNERS MUST NOTIFY CITY. It shall be the duty of the Owner to notify the City of any change in his/her mailing address. Notice sent to an Owner at his/her at the last address on file in the office of the Cemetery shall be considered sufficient and proper legal notification.

SECTION XIV

PERPETUAL CARE

14.01 INVESTMENT OF PERPETUAL CARE FUNDS. The money for perpetual care shall be received, held, and expended in accordance with Chapter 22 of the City Code, as amended from time to time.

* Additions to existing text are shown in underline. Deletions to existing text are shown in ~~striketrough~~. Amended ~~2/1/2022~~ 1/23/2024

SECTION XV

RULES FOR MEMORIAL WORK

15.01 GENERAL. Above ground monuments, stones or enclosures shall not be permitted except as provided in subsection 15.06 below. Only bronze or concrete tablets or memorials shall be allowed and such tablets or memorials must be set level with the ground at the head or foot of each grave, except in the case of a family memorial, which shall be set in the center of the plot.

15.02 BRONZE OR CONCRETE MATERIALS. To preserve uniformity, style, grade and workmanship of bronze or concrete materials, all such materials shall be of the manufacture of such bronze or concrete material as is approved by the City, and of such standard design and material prescribed by the City.

- (a) Notwithstanding any other provision or rule of Section XV, marble and granite tablets or memorials shall be allowed pursuant to said section; provided said tablets or memorials shall meet the same requirements and specifications as bronze and concrete, pursuant to Section XV.

15.03 NO METAL OTHER THAN BRONZE. No metal other than standard bronze, as prescribed by the Director, will be permitted in any memorial structure.

15.04 STANDARD SPECIFICATIONS. The following standard specifications shall apply to all bronze, marble, granite or concrete grave memorials placed in the Cemetery and all such memorials are subject to the approval of the City prior to placement to ensure that such memorials comply with these Rules.

- (a) Sizes and Dimensions.

- (1) Outside dimensions include flange.

- a. ~~Family~~ Individual (Single) Memorials:

- Width - not less than ~~42~~ 24 and not more than ~~60~~ 30 inches

- Length -not less than ~~13~~ 12 and not more than ~~24~~ 18 inches

- b. ~~Individual~~ Family (Double) Memorials:

- Width – not less than ~~24~~ 42 and not more than ~~26~~ 60 inches

- Length – not less than 12 and not more than ~~18~~ 24 inches

- c. ~~Infant~~ Family (Triple) Memorials:

- Width – not less than ~~12~~ 60 and not more than ~~20~~ 72 inches

* Additions to existing text are shown in underline. Deletions to existing text are shown in ~~striketrough~~. Amended ~~2/1/2022~~ 1/23/2024

Length – not less than ~~6~~ 12 and not more than ~~10~~ 18 inches

d. ~~Cremation~~ Infant Memorials:

Width – not less than ~~18~~ 12 and not more than ~~24~~ 20 inches

Length – not less than ~~10~~ 6 and not more than ~~12~~ 10 inches

e. Cremation Memorials:

Width - no less than 12 and not more than 24 inches

Length – not less than 10 and not more than 12 inches

e. f. Approved bronze memorial vases may be substituted for any individual or baby memorial.

~~f. g.~~ Required depth for all flat memorials - not less than 4 and not more than 6 inches.

(2) Sloping Flange.

a. Width – 2 inches on both large and small memorials

b. Height of flange edges – not less than 3/8 inches

c. Thickness of metal – not less than 3/16 inches

(3) Attachment Bolts.

a. 6 bronze attachment bolts on back face of each memorial

b. Diameter – not less than 5/16 inches

c. Exposed length – not less than 3 inches

d. Must be deformed for concrete setting

e. Bolts may be cast integrally or attached by screw, threading not less than 3/8 inches, in case lugs on back face of casting.

(b) Materials.

(1) Standard of quality: Proportions of materials shall be as follows:

a. Not less than 87 per cent copper, 5 per cent tin and 5 per cent zinc and not more than 3 per cent lead.

b. Proof satisfactory to City of Deerfield Beach as to conformance to said standards shall be furnished by lot owner.

c. No other alloys of metals or combinations of materials shall be used.

(c) Designs.

* Additions to existing text are shown in underline. Deletions to existing text are shown in ~~striketrough~~. Amended ~~2/1/2022~~ 1/23/2024

- (1) Standard designs are on display in the cemetery.
 - (2) Designs other than standard designs are subject to approval by Director before placement.
- (d) Craftsmanship.
 - (1) General Requirements:
 - a. Memorials shall be free from sand holes, pits and/or other imperfections which mar the appearance of and/or impair the usefulness and stability of the finished memorials.
 - b. All ornaments shall be clean and sharp, and all edges true and accurate to the standard dimensions defined herein.
 - (2) Lettering:
 - a. Shall be carefully spaced and accurately set in line, both vertically and horizontally.
 - b. Names, dates, inscriptions and emblems shall be arranged so as to result in an artistic and neat appearing plate.
 - c. Style of lettering should preferably be round-faced classic, V-shaped classic or flat faced classic. Other styles of lettering are subject to approval.
- (e) Finish.
 - (1) General Requirements.
 - a. Castings shall be free from scale, sand, pinholes and pits.
 - b. All ornamentation, face of letters and background shall be hand-chased, hand-tooled and burnished appropriately for a memorial tablet.
 - c. Matching of approved color and texture, as per sample memorial, shall be done by an approved oxidizing process.
 - d. No colored lacquer or lacquer carrying pigment shall be used.

15.05 ABOVE GROUND BURIAL VAULTS PROHIBITED. Notwithstanding anything in these rules and regulations to the contrary, no above-ground burial vaults will be allowed.

* Additions to existing text are shown in underline. Deletions to existing text are shown in ~~striketrough~~. Amended ~~2/1/2022~~ 1/23/2024

15.06 ABOVE GROUND MONUMENTS OR HEADSTONES - DEERFIELD BEACH MEMORIAL CEMETERY. Persons who purchased cemetery plots in the Pioneer Section of the Deerfield Beach Memorial Cemetery prior to January 24, 2012 may erect above ground monuments or headstones. Persons who purchased or will purchase cemetery plots in the Pioneer Section of the Deerfield Beach Memorial Cemetery after January 24, 2012 may erect above ground monuments or headstones in the Pioneer Section only with the prior approval of the Director.

15.07 STANDARD SPECIFICATIONS FOR ABOVE GROUND MONUMENTS OR HEADSTONES:

- (a) Individual (Single) Headstone:
 - Width of base – not more than 33 inches
 - Overall height of base and die – not more than 26 inches
- (b) Family (Double) Headstone:
 - Width of base – not more than 73 inches
 - Overall height of base and die – not more than 38 inches
- (c) Family (Triple) Headstone:
 - Width of base – not more than 110 inches
 - Overall height of base and die – not more than 50 inches

SECTION XVI

CERTIFICATE AND RULES AND REGULATIONS

16.01 CERTIFICATE OF OWNERSHIP. The Certificate of Ownership, these Rules and Regulations, and any amendments thereto, shall be the sole agreement between the City and the Owner.

SECTION XVII

CONSUMER COMPLAINTS

17.01 When the City receives a consumer complaint regarding cemetery grounds and services, it will make every effort to resolve the complaint. If there is a consumer complaint regarding a funeral director, the City shall advise the consumer that he/she has the right to seek investigation and mediation by the State of Florida, Department of Financial Services.

* Additions to existing text are shown in underline. Deletions to existing text are shown in ~~striketrough~~. Amended ~~2/1/2022~~ 1/23/2024



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2316

Agenda Date: 1/23/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, waiving competitive solicitation requirements in accordance with Section 38-116(3)(E) of the City Code; approving an agreement with United Way of Broward County, Inc. in an amount not to exceed \$30,000 for the United Way ReadingPals Program in the City of Deerfield Beach; authorizing execution of the Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In FY 2017/18, the City began participating in the United Way of Broward County (UWBC)-ReadingPals program. The program is an initiative, introduced in 2012, by UWBC to help improve elementary students' reading levels to ensure more children are reading at grade level by the end of third grade and are exposed to the wonders of literature.

The program focuses on ensuring children are exposed to the wonders of literature and are reading at grade level at the end of third grade. UWBC screens, engages, trains, and deploys volunteer "reading pals/reading coaches" in our community who dedicate one hour a week for 25 weeks to meet with at-risk children to improve participating children's literacy and language skills and provide the individual attention many children need to thrive. The program also provides approximately 17 books for each child to take to a home library.

Current Activity

The City recently completed its 5th year of participating in the ReadingPals Program at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary. For the 2023/2024 school year, City staff requests to continue offering Reading Pals at Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary. The new agreement is \$30,000. For each school, the program includes 20 first and/or second-grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPal student, free books for all first-grade students, plus literacy family night events.

Pursuant to Sec. 38-116(3)(e) of the City Code, the City Commission may waive all or specific provisions of Article IV, Chapter 38 of the Code ("Procurement Code") but only if the City Commission finds that it is in the best interests of the City to do so, and that the waiver will not inure to the financial disadvantage of the City.

City staff is requesting that the City Commission waive the competitive solicitation requirements of the

Procurement Code with regard to the Purchase.

It is in the best interest of the City to waive all or specific provisions of the Procurement Code based on United Way of Broward County administering the Reading Pal program to improve the alarming 47% of Florida students not reading at a minimal proficiency level by the end of third grade. United Way has been providing meaningful results since its inception in 2012.

By waiving all or specific provisions of the Procurement Code, there will be no financial disadvantages to the City. The only cost incurred by the City is to purchase tool kits for use during visits with the children and background screenings for volunteers. United Way trains community groups and businesses wishing to participate in the program to become volunteers who meet with the children throughout the school year.

Recommendation

Staff recommends Commission approval of the agreement between the City of Deerfield Beach and the United Way of Broward County to continue the City's participation in the ReadingPals program for the 2023/2024 school year.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, WAIVING COMPETITIVE SOLICITATION REQUIREMENTS IN ACCORDANCE WITH SECTION 38-116(3)(E) OF THE CITY CODE; APPROVING AN AGREEMENT WITH UNITED WAY OF BROWARD COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$30,000 FOR THE UNITED WAY READINGPALS PROGRAM IN THE CITY OF DEERFIELD BEACH; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in Fiscal Year 2017/2018, the City began participating in the United Way of Broward County, Inc. (the “United Way”) ReadingPals Program (the “Program”); and

WHEREAS, the Program is an initiative that was introduced in 2012 by the United Way as a means to help the reading levels of elementary students, in an effort to ensure more children are reading at grade level by the end of third grade and are exposed to the wonders of literature; and

WHEREAS, Park Ridge Elementary, Deerfield Park Elementary, and Deerfield Beach Elementary have been participating in the Program for the last five years, and staff is requesting, the continuation of the Program at each of these Elementary schools; and

WHEREAS, the Program includes 20 first and second grade students, 20 ReadingPal mentors, a minimum of 17 books for each ReadingPal student, free books for all first-grade students and literacy family night events; and

WHEREAS, pursuant to Section 38-116(3)(E) of the City Code, the City Commission may waive competitive solicitation requirements of the City Code if the City Commission finds that it is in the best interests of the City to do so, and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, the City Commission finds it to be in the best interest of the City to waive the competitive solicitation requirements of the City Code for the Program services provided by United Way and approve, and authorize execution of an agreement with United Way for the Program, in an amount not to exceed \$30,000, attached as Exhibit “A” (the “Agreement”).

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 waives the competitive solicitation requirements of the City Code for the Program services with United Way as it is in the best interest of the City and finds that the waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Agreement with United Way, attached as Exhibit “A,” for the Program for the 2023-2024 school year.

Section 4. The City Manager is authorized to execute the Agreement with United Way, 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 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE UNITED WAY OF BROWARD COUNTY

This Agreement is entered into between United Way of Broward County, Inc. (“United Way”) and the City of Deerfield Beach (the “City”), with each being referred to herein as a “Party” or collectively as the “Parties” as follows:

WHEREAS, in an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening “ReadingPals” – an early literacy initiative focused on screening, engaging, training, and deploying volunteer “reading coaches” in our community; and

WHEREAS, following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children’s literacy and language skills, and provide the individual attention many children need to thrive; and

WHEREAS, in FY 2017, the City of Deerfield Beach created an education initiative to promote quality education, encourage community involvement, and support local public schools through developing relationships with Broward County School Board, local public schools in Deerfield Beach, Broward Children’s Service Council, Early Learning Coalition, and other community organizations; and

WHEREAS, the ReadingPals Program (the “Program”) will assist the City in achieving the goals of the initiative; and

WHEREAS, the City is prepared to fund the Program in the amount of \$30,000 and the location of Program shall be at Park Ridge, Deerfield Park, and Deerfield Beach Elementary schools in the City of Deerfield Beach.

Now therefore be it agreed by and between the parties as follows;

1. The above representations are true and correct and made a party hereof as if fully set forth therein.
2. The services set forth herein shall be performed during the 2023-2024 school year at Park Ridge, Deerfield Park, and Deerfield Beach Elementary Schools in the City of Deerfield Beach and are subject to the cooperation of the Broward County School Board.
3. The program shall be operated by the United Way as follows:

A. Introduction:

In an effort to ensure more children are reading at grade level by the end of third grade, United Way is convening “ReadingPals” – an early literacy initiative focused on screening, engaging, training and deploying volunteer “reading coaches” in our community. Following the Common Core curriculum, these ReadingPals will meet weekly with at-risk children to improve participating children’s literacy and language skills and provide the individual attention many children need to thrive.

We welcome the desire from the City of Deerfield Beach for the expansion of the ReadingPals program to serve additional schools in the City of Deerfield Beach.

The Program will Implement ReadingPals at three Public Schools located in Deerfield Beach during the 2023-2024 School year

(Each Schools-Includes 20 first and/or second grade students, 20 ReadingPals mentors, a minimum of 17 books for each ReadingPals student, free books for all first-grade students plus literacy family night events.)

B. Need:

There is a striking disparity in access to books at home between children of middle- and low-income households; the average middle-income home has 54 age-appropriate books for children, while a low-income home has 0-2. ^[1]

A child from a middle-income family typically enters first grade with about 1,000 hours of one-on-one picture book reading time with parents, other relatives, or teachers, compared with a child from a low-income family, who averages less than 100 hours. Further, first graders from lower-income families have a vocabulary half the size of children from higher-income families. By age 3, children in low-income homes will have heard one-third as many words as children in middle and high-income homes (10 million versus 30 million words).

There are multiple factors contributing to this disparity. Many children from low-income homes are also from at-risk homes with parents/caregivers who are non-English speaking, often absent from home and/or illiterate. Because books are scarce in these homes and children lack one-on-one time with an adult caregiver and the family support and encouragement to read and learn, these children often fall behind. According to the Broward County School Board, only 56% of Broward County students are at grade level by 3rd grade.

C. Program/Project

Overview:

To be run from October (2023) through June (2024), by the United Way ReadingPals this early learning initiative focuses on parent engagement and literacy at participating schools and childcare centers. United Way shall retain all supervisors, instructors, and coaches necessary to operate the Program. All said personnel shall be properly screened to assure the safety of the participating children.

The ReadingPals reading coach will provide practice with oral reading, meaningful discussion on book content, simple reading instruction, and confidence-building motivation. The ReadingPals initiative will focus on children under the age of five in the schools and Pre-K childcare center. Participating children will be paired with a trained ReadingPals volunteer for a 25-week period who will read to the child and provide coaching for 60 minutes each week. The volunteer will communicate closely with the teacher to address any concerns that may arise.

Curriculum

The United Way's ReadingPals curriculum is built around the practices of *Dialogic Reading*. *Dialogic Reading* is an interactive shared picture book reading practice

^[1] (Discussion Guide Series: Ensuring Success for Young Children: Early Childhood Literacy, November 2008)

designed to enhance young children's language and literacy skills. During the shared reading experience, the ReadingPals volunteer and child actively read books together, switching roles so the child learns to be the storyteller. The ReadingPals volunteer provides support by functioning as an active listener and questioner. Volunteer and child guides are provided with books including background information on the text and topic, questions to promote deeper understanding and text-based connections, springboards for mentoring moments, parenting tips, and extension activities. A focus is also placed on foundational reading skills, (letter names, sounds, concepts of print, rhyming words, phonemic awareness, sight words, etc.), with specific strategies for differentiating the focus of instruction to meet the child's needs. Strategies and resources supporting the development of the foundational skills will be added to the volunteer professional development and resources.

The curriculum follows the guidelines of the Common Core State Standards in English Language Arts. A balance of literacy and informational text was selected, and the principles of close reading and interdisciplinary instruction have been embedded in the volunteer training and guides. Text was selected with careful consideration to the qualitative and quantitative aspects of the Common Core State Standards and Text Complexity guidelines.

A total of 17 books are read throughout the year to each student. At the end of the 25 weeks, each participating child receives these books to add to their home library collection and a guide for their family to follow and reinforce concepts at home.

Staffing:

Volunteer Recruitment, Training and Communication:

United Way will train the City of Deerfield Beach staff, community groups and businesses wishing to be part of the ReadingPals program expansion.

ReadingPals volunteers participate in two-hour training with Broward County Public Schools and United Way staff. Volunteers are also screened, fingerprinted and registered with the School Board of Broward County Florida (Free for volunteers). ReadingPals follow a curriculum and receive a tool kit for use during their visits with children. The tool kit includes program guide, student ReadingPals t-shirts, guidelines, a session tracking notebook for communication with teacher/and or parents, stickers, pencils and crayons. Regular communication is accomplished through a ReadingPals newsletter, meetings with teachers and monitoring by phone and in person.

4. The City shall cooperate with the United Way, with the understanding that the City's total funding obligation shall not exceed \$30,000, and that it shall be the responsibility of the United Way to implement and operate the Program.

City is a state agency as defined in Chapter 768.28, Florida Statutes, as amended, and United Way is a 501(c)(3), Not for Profit Corporation. Each agrees to be fully responsible for acts and omissions of their own officials, agents, employees, or volunteers to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as a waiver of the City's sovereign immunity.

5. The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of breach of this Agreement.
6. The City may, through its City Manager, for its convenience and without cause, terminate the Agreement at any time during the Term, which shall be effective on October 1, 2023 through June 1, 2024, by giving written notice to the United Way of such termination; which shall become effective ten (10) days following receipt by United Way of such notice.
7. If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.
8. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.
9. United Way agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the services covered by this Agreement, regardless of the applicable jurisdiction.
10. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
11. The preparation of this Agreement has been a joint effort of the parties hereto 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.
12. United Way understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City contracts, subjects 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. United Way's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

13. United Way certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the United Way or its subcontractors are found to have submitted a false certification; or if the United Way, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

The United Way agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above- stated contracting prohibitions then they shall become inoperative.

14. United Way shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by United Way, United Way may not be awarded a public contract for a period of 1 year after the date of termination.

City of Deerfield Beach

ATTEST:

Heather Montemayor, City Clerk

By _____
Bill Ganz, Mayor

____ day of _____, 20____.

By _____
Approved as To Form and Legality
Anthony Soroka, City Attorney

Chanale Baldwin
Chanale Baldwin

Witness
Date: 1/5/2024

Kathleen A. Turner
Kathleen A. Turner
Date: 1/5/2024

United Way of Broward County

Kathleen Cannon-CEO/President-United
Way of Broward County

By: _____
Date: 1/5/2024



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2320

Agenda Date: 1/23/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JA124-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Older American Act Title III Programs in an amount not to exceed \$192,840.00; authorizing execution of the Contract; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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

The Older American Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

Current Activity

The City of Deerfield Beach Northeast Focal Point has been awarded funding in an amount not to exceed \$192,840.00 through the Older American Act Program, which is funded through the Department of Elderly Affairs, and administered by the Areawide Council on Aging of Broward County, Inc. The attached grant agreement provides for supportive services such as counseling, health support, screening & assessment, outreach, education & training, and caregiver training and support to eligible elders aged (60) or older and caregivers.

Recommendation

It is recommended that the City Commission approve agreement #JA124-06-2024 with the Areawide Council on Aging of Broward County, Inc., in an amount not to exceed \$192,840.00 for the OAA program.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JA124-06-2024 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE OLDER AMERICAN ACT TITLE III PROGRAMS IN AN AMOUNT NOT TO EXCEED \$192,840.00; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the City’s provision of Center for Active Aging Services for a one-year period pursuant to OAA Contract #JA124-06-2024 (“OAA Contract”), and consistent with the Master Contract #JM023-06-2025 (“Master Contract”); and

WHEREAS, the Master Contract sets forth the general terms and conditions applicable to separate agreements such as the OAA Contract; and

WHEREAS, the City’s provision of Center for Active Aging Services under the OAA Contract includes counseling, health support, screening & assessment, outreach, education & training, and caregiver training and support to eligible elders aged 60 or older and for family caregivers; and

WHEREAS, the OAA Contract with the Council, attached as Exhibit “A”, will be a term of one-year effective January 1, 2024 through December 31, 2024 in an amount not to exceed \$192,840.00; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of OAA Contract #JA124-06-2024 with the Council.

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

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

Section 2. The City Commission hereby approves the OAA Contract with the Council, attached as Exhibit “A,” in an amount not to exceed \$192,840.00.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

January 1, 2024 - December 31, 2024

Contract JA124-06-2024

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor" who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM023-06-2025, hereinafter referred to as the "Master Contract" executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the Contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs' handbooks, manuals or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Agreement when executed will have an effective date of January 1, 2024. It will end at midnight, Eastern Standard Time on December 31, 2024.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$192,840.00**, subject to the availability of funds. **\$171,820.00** represents Federal Older Americans Act (OAA) Title III B funds, **\$15,464.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B, **\$5,000.00** represents Federal OAA Title III E funds and **\$556.00** represents AAA local matching funds for Title III E. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **\$83,791.23** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1) (g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council's request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original Contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 6.1** To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 8, 2024. Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors pertaining to the services provided under this Contract and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, Attachment III of the Master Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, Attachment IV.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants

or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

9. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Interim Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 (954) 480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

10. All Terms and Conditions Included:

This Contract and its Attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

IN WITNESS THEREOF, the Parties hereto have caused this 36-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

Areawide Council on Aging of
Broward County, Inc.

SIGNED BY	SIGNED BY
NAME	NAME
TITLE	TITLE
DATE	DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I

**OLDER AMERICANS ACT
STATEMENT OF WORK**

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA - Area Agency on Aging
ACL - Administration on Community Living
ADL - Activities of Daily Living
AIRS - Alliance of Information & Referral Systems
APCL - Assessed Priority Consumer List
APS - Adult Protective Services
CAP - Corrective Action Plan
CDSME - Chronic Disease Self-Management Education
CDSMP - Chronic Disease Self-Management Program
CIRTS - Client Information and Registration Tracking System
DBPR - Department of Business and Professional Regulation
DHHS - Department of Health and Human Services
DOH - Florida Department of Health
DOEA - State of Florida, Department of Elder Affairs
EBDPHPP - Evidence-Based Disease Prevention and Health Promotion Program
I&R - Information and Referral
IADL - Instrumental Activities of Daily Living
NCOA - National Council on Aging
NSIP - Nutrition Services Incentive Program
OAA - Older Americans Act
PSA - Planning and Service Area
SPA - Service Provider Application
USDA - US Department of Agriculture

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.

Criteria: A standard which the AoA/ACL set for the Title IIID Program.

Description of Event: A description of what took place during the activity.

Direct Elders Served: The number of elders who participated in the program.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood,

marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as the Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRTs entries and Monthly Programmatic Report, where the provider is listed, should be the actual organization conducting the service.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
- b. Older Americans Act of 1965, as amended 2016;
- c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
- d. 42 U.S.C. § 303 and § 604;
- e. Rule 58A-1, Florida Administrative Code (F.A.C.);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Supportive Services; Title IIIC1, Congregate Nutrition Services; Title IIIC2, Home Delivered Nutrition Services; Title IIID, Evidence-Based Disease Prevention and Health Promotion Services; and Title IIIE, Caregiver Support Services programs of the OAA within its designated sector outlined in the Council-approved SPA and as specified in the Budget Summary, Attachment IV. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's Council-approved SPA and the current DOEA Programs and Services Handbook.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. OAA Title IIIB, Supportive Services

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

c. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

d. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.c., individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- i. Individuals age sixty (60) or older;
- ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

e. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.c., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are homebound because of illness, disability, or

- isolation;
- ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and
- v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.
- f. **OAA Title IIID, Disease Prevention and Health Promotion Services**
 - i. Target individuals age sixty (60) or older; and
 - ii. Priority will be given to individuals residing in medically underserved areas.
- g. **OAA Title IIIE, Caregiver Support Services**
 Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:
 - i. Eligible individuals include
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents, age fifty-five (55) or older, or older individuals, age fifty-five (55) or older, who are relative caregivers.
 - ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.
 - iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor’s current SPA, as updated and approved by the Council, and the current DOE Programs and Services Handbook.

4. Program Eligibility Requirements

a. Provider’s Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations meet the requirements of this Contract, as well as any other applicable regulations and policies prescribed by the current DOE Programs and Services Handbook, DHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

b. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this Contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

c. Food Origin and Commodities Requirements

The Contractor may use NSIP funds to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay. The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Council's Program Specialist within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this Contract are achieved.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall assign staff as needed to perform the tasks, responsibilities, obligations and duties under this Contract.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications specified in the DOEA Programs and Services Handbook.

The Contractor shall have a representative participate in conference calls and training as required by the Council.

3. Service Times

The Contractor shall ensure the provision of the services listed in the Contract during normal business hours unless other times are more appropriate to meet the performance requirements of the Contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service

community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

4. Changes in Title IIID Service Delivery Locations or Service Times

The Contractor shall provide the Council's Program Specialist with 30 days' notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Program Specialist.

5. Use of Volunteers to Expand the Provision of Available Services

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its EBDPHP services coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for EBDPHP services.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this Contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Council's Program Specialist based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Council-approved SPA, the current DOE A Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Case Aid/Case Management;
- iv. Chore and Chore (Enhanced);
- v. Companionship;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Emergency Alert Response;
- ix. Escort;

- x. Health Support;
 - xi. Home Health Aid;
 - xii. Homemaker;
 - xiii. Housing Improvement;
 - xiv. Interpreter/Translating;
 - xv. Legal Assistance;
 - xvi. Material Aid;
 - xvii. Occupational Therapy;
 - xviii. Outreach;
 - xix. Personal Care;
 - xx. Physical Therapy;
 - xxi. Recreation;
 - xxii. Respite Services (In-Home and Facility Based);
 - xxiii. Screening/Assessment;
 - xxiv. Shopping Assistance;
 - xxv. Skilled Nursing;
 - xxvi. Specialized Medical Equipment, Services, and Supplies;
 - xxvii. Speech Therapy;
 - xxviii. Telephone Reassurance; and
 - xxix. Transportation.
- b. Congregate Nutrition Services (IIC1 Program)**
 Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Congregate meals;
 - ii. Congregate meals screening;
 - iii. Nutrition education; and nutrition counseling; and
 - iv. Outreach.
- c. Home Delivered Nutrition Services (IIC2 Program)**
 In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Home delivered meals;
 - ii. Nutrition education and counseling;
 - iii. Outreach; and
 - iv. Screening/Assessment.
- d. Disease Prevention and Health Promotion Services (Title IID Program)**
 Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:
- i. A Matter of Balance;
 - ii. Active Living Every Day;
 - iii. Arthritis Foundation Exercise Program;

- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Brief Intervention & Treatment for Elders (BRITE);
- vii. Chronic Disease Self-Management Program;
- viii. Chronic Pain Self-Management Program;
- ix. Diabetes Empowerment Education Program (DEEP);
- x. Diabetes Self-Management Program;
- xi. Disease Information
- xii. Enhance Fitness;
- xiii. Enhance Wellness;
- xiv. Fit and Strong!;
- xv. Healthy Eating Every Day;
- xvi. Healthy Ideas;
- xvii. Healthy Moves for Aging Well;
- xviii. Home Injury Control;
- xix. HomeMeds;
- xx. Physical Fitness;
- xxi. Powerful Tools for Caregivers;
- xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiii. Programa de Manejo Personal de la Artritis;
- xxiv. Programa de Manejo Personal de la Diabetes;
- xxv. Stepping On;
- xxvi. Stay Active and Independent for Life (SAIL);
- xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii. Tomando Control de su Salud;
- xxix. Un Asunto de Equilibrio; and
- xxx. Walk with Ease.

The Contractor must request in writing the use of any EBDPHP programs which are not listed in the DOE A Programs and Services Handbook (or Notice of Instruction) to the Council's Program Specialist or designee prior to delivering the service. If this supporting documentation is not submitted and approved by the Council, then the Council will not provide reimbursement for services.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Counseling (Gerontological and Mental Health/Screening);
- iv. Education/Training;
- v. Financial Risk Reduction (Assessment and Maintenance);
- vi. Outreach;
- vii. Powerful Tools for Caregivers;
- viii. Respite Services (In-Home and Facility Based);
- ix. Screening/Assessment; and
- x. Transportation.

f. Caregiver Support Supplemental Services (IIIES Program)

The following services are provided to complement the care provided by caregivers:

- i. Chore and Chore (Enhanced);
 - ii. Housing Improvement;
 - iii. Legal Assistance;
 - iv. Material Aid; and
 - v. Specialized Medical Equipment, Services and Supplies.
- g. Caregiver Support Grandparent Services (IIIIEG Program)**
 Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:
- i. Caregiver Training/Support;
 - ii. Child Day Care;
 - iii. Counseling (Gerontological and Mental Health/Screening);
 - iv. Education/Training;
 - v. Legal Assistance;
 - vi. Outreach;
 - vii. Screening/Assessment;
 - viii. Sitter; and
 - ix. Transportation.

2. Provision of Services

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOE Programs and Services Handbook, the Contractor's current Council-approved SPA, and the tasks described in Section II.A. of this Contract.

The Contractor shall ensure the provision of the services described in this Contract are in accordance with the current.

3. Service Unit

The Contractor shall ensure the provision of the services described in this Contract in accordance with the current DOE Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described in Section II.A. Contractor's performance will be measured on compliance with the DOE Programs and Services Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2024 SPA requested and approved by the Council.

Service		Unit of Service
Adult Day Care	Legal Assistance	Hour
Caregiver Training/Support	Mental Health Counseling/Screening	
Case Aid/Case Management	Nutrition Counseling	
Child Day Care	Occupational Therapy	
Chore Services	Personal Care	
Companionship	Physical Fitness	
Congregate Meals Screening	Physical Therapy	
Counseling Services	Program to Encourage Active, Rewarding Lives for Seniors (PEARLS)	
Enhance Fitness	Recreation	
Enhance Wellness		
Financial Risk Reduction Services		

Service		Unit of Service
Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Interpreter/Translating	Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Easting Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- a. SPA Update; and
- b. Justification for unit cost changes and/or units of service changes.

4. Grievance and Complaint Procedures

a. Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOE Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

b. Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOEA Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

c. Legal Provider Grievance Procedures

The Contractor must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and
- iii. Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Council in a timely manner as determined by the Council's Program Specialist. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Council's reporting requirements.

1. CIRTS Reports

- a. Contractor shall input OAA-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
 - i. Client Reports;
 - ii. Monitoring Reports;
 - iii. Services Reports;
 - iv. Miscellaneous Reports;
 - v. Aging Resource Center Reports;
 - vi. Fiscal Reports; and
 - vii. Outcome Measurement Reports.

2. SPA Update and All Revisions Thereto

The Contractor shall submit, for approval by the Council, a SPA update, wherein the Contractor enters OAA-specific data in CIRTS.

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2024 is due on August 16, 2024. The second semi-annual report encompassing the twelve (12) months ending 12/31/2024 is due on February 14, 2025.

4. Surplus/Deficit Report

The Contractor shall submit a Surplus/Deficit Report to the Council's Program Specialist by the 5th of each month, in a format provided by the Council. This Surplus/Deficit Report is for all agreements and/or Contracts between the Contractor and the Council and must include the following:

- a. A list of all services and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending; and
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable.

5. Evidence-Based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Section E.5.a. of this Contract. The Council's Program Specialist will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match CIRTIS data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due Date</u>	<u>Report #</u>	<u>Reports Due Date</u>
Report 1	February 7, 2024	Report 7	August 7, 2024
Report 2	March 7, 2024	Report 8	September 6, 2024
Report 3	April 5, 2024	Report 9	October 7, 2024
Report 4	May 7, 2024	Report 10	November 7, 2024
Report 5	June 7, 2024	Report 11	December 6, 2024
Report 6	July 8, 2024	Report 12	January 8, 2025

- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by the Council's Program Specialist. Requests must be made to the Council in writing and kept with program documentation.
- e. Participants must sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and have a written fidelity monitoring plan, which includes observation of volunteer/trainer's delivery of EBDPHP services

as well as observation of delivery of EBDPHP services by the Council's Program Specialist. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

- g. CDSME Workshop data must be entered into the NCOA Force database.
- h. The Contractor shall contact the Council's Program Specialist in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Program Specialist, the service may be reimbursed under this Contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Council for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with Florida Department of Health, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Council upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally through emails and phone calls. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Council as necessary.

6. Quarterly Volunteer Activity Report

The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 5, 2024
April 1- June 30	July 8, 2024
July 1- September 30	October 7, 2024
October 1 - December 31	January 8, 2025

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role.

The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

F. Contractor Outreach Reporting Requirement

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 5, 2024
April 1- June 30	July 8, 2024
July 1- September 30	October 7, 2024
October 1 - December 31	January 8, 2025

G. Records and Documentation

1. The Contractor agrees to make available to Council staff and any party designated by the Council all Contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards. Data must be usable and must be maintained in a format that is readable to the Council.
2. Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.
3. **CIRTS Data and Maintenance**
The Contractor shall ensure monthly collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Council standards.
4. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Council upon request.
5. **CIRTS Address Validation**
The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor

will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this Contract are in accordance with the DOE A Programs and Services Handbook, the Contractor's current Council-approved SPA, and Section II.A.
- b. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.G.
- d. Develop and document strategies in the SPA to support the Council's standard of performance achievement, including increases in the following:
 - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
 - iv. Percentage of active clients eating two or more meals per day;
 - v. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - vi. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - vii. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - viii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.
2. The Contractor's performance of the measures in H.1., above, will be reviewed and documented in the Council's Annual Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the Contract must be available for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council. The Council's determination of acceptable performance shall be conclusive.

The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;

- d. Review of independent auditor's reports;
 - e. Review of third-party documents and/or evaluation;
 - f. Review of progress reports;
 - g. Review of customer satisfaction surveys;
 - h. Agreed-upon procedures review by an external auditor or consultant;
 - i. Limited-scope reviews; and
 - j. Other procedures as deemed necessary by the Council.
4. Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (i.e., Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Program Specialist within one week following the completion of each unit.
5. The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the Contract.

I. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

J. Council Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of the Contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the Contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Contract includes advances and a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, Attachment VI.

B. Unit of Service**1. Fixed Fee/Unit Rate**

Contractor must meet the minimum level of performance stated in the Contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment IV, Budget Summary.

2. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in Attachment IV, Budget Summary. All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the Contract. The Contractor must meet the minimum level of performance stated in the Contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, Attachment IV. The Contractor may request a budget revision by submitting a written request to the Council's Program Specialist. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a Contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the Contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Council's Program Specialist.

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the Contract year.
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2023. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 5, 2024, in accordance with the Invoice Schedule, Attachment III.
3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.
4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the Contract period.

D. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment VI. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

1. All payment requests for Title IIID, Evidence-Based Disease Prevention and Health Promotion services, shall be based on the submission of the Monthly Programmatic Report to the Council's Program Specialist. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on HOLD until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council's Program Specialist or designee, prior to the Request for Payment but not later than the Request for Payment arrival.
2. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I and Attachment IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.
3. The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOE.
4. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

E. Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

1. The Contractor will enter all required data per the CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
2. The Contractor will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the Contract. The schedule for submission of advance requests (when available) and invoices is Attachment III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IV, Budget Summary.
3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.
4. Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through December 31, 2024, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2024.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 16, 2025.

H. Contractor's Financial Obligations**1. Matching, Level of Effort, and Earmarking Requirements**

The Contractor's match will be made in the form of local cash and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10% percent of the funding needed to deliver the services. The match required in this Contract between the Council and the Contractor may include funds raised by the Council to help defray the Contractor's obligation to produce this match. Such match assistance, if any, are separately identified in Section 4 of this Contract, Contract Amount. The match must be reported by title each month. At the end of the Contract period, all OAA funds must be properly matched. Match for Title IIID, Evidence-Based Disease Prevention and Health Promotion services is not required, but optional at the discretion of the Council.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the Contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the Contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the Contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

I. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting

documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

J. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in Attachment I, Section III.K. of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.
5. If, or to the extent, there is any conflict between Attachment I, Section III.K., and Section 39. of the Master Contract, Section III.K. shall have precedence

K. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Attachment I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Attachment I, Section II. of this Contract.
2. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
3. Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
4. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Program Specialist will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed

in accordance with the Council approved CAP, referenced in Attachment I, Section III.K.

5. Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in Attachment I, Section II of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II**FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. require that the information about Federal Programs and State Projects included in Attachment I of the Master Contract be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the Contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2024	U.S. Dept. of Health and Human Services	93.044	\$171,820.00
Title IIIB Council Match	2024		N/A	\$15,464.00
Title IIIE Support Services	2024	U.S. Dept. of Health and Human Services	93.052	\$5,000.00
Title IIIE Council Match	2024		N/A	\$556.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$192,840.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, as amended – Audits of States, Local Governments, and Non-Profit Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

**OLDER AMERICANS ACT PROGRAM
INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
A1	January Advance*	January 08, 2024
A2	February Advance*	January 08, 2024
1	January Expenditure Report	February 07, 2024
2	February Expenditure Report	March 07, 2024
3	March Expenditure Report	April 05, 2024
4	April Expenditure Report	May 07, 2024
5	May Expenditure Report	June 07, 2024
6	June Expenditure Report	July 08, 2024
7	July Expenditure Report	August 07, 2024
8	August Expenditure Report	September 06, 2024
9	September Expenditure Report	October 07, 2024
10	October Expenditure Report	November 07, 2024
11	November Expenditure Report	December 06, 2024
12	December Expenditure Report	January 08, 2025
13	Final Expenditure and Closeout Report	January 16, 2025

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advances cannot be submitted to the Department of Financial Services (DFS) prior to January 4 or until this Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this Contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV**OLDER AMERICANS ACT**

BUDGET SUMMARY – III B						
FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Education/Training	280.00	\$108.99	\$ 13,831.15	\$ -	\$ 16,686.05	\$ 30,517.20
Counseling – Ind	851.25	\$25.11	\$ 11,364.78	\$ -	\$ 10,000.00	\$ 21,364.78
Counseling - Grp	300.25	\$84.37	\$ 21,896.00	\$ 998.12	\$ 2,418.14	\$ 25,312.26
Health Support – Grp	600.25	\$117.43	\$ 42,322.32	\$ 8,274.62	\$ 19,862.39	\$ 70,459.33
Health Support – Ind	75.00	\$45.17	\$ 2,387.81	\$ 1,000.00	\$ -	\$ 3,387.81
Outreach	25.00	\$138.36	\$ 2,836.81	\$ -	\$ 622.19	\$ 3,459.00
Recreation	2,000.00	\$57.06	\$ 74,722.13	\$ 5,191.26	\$ 34,202.46	\$ 114,115.85
Screen & Assessment	20.00	\$122.95	\$ 2,459.00	\$ -	\$ -	\$ 2,459.00
TOTAL III B CONTRACT AMOUNT			\$ 171,820.00	\$ 15,464.00	\$ 83,791.23	\$ 271,075.23
BUDGET SUMMARY – III E						
FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Caregiver Training & Support - Grp	65.00	\$85.48	\$ 5,000.00	\$ 556.00	\$ -	\$ 5,556.00
TOTAL III E CONTRACT AMOUNT			\$ 5,000.00	\$ 556.00	\$ -	\$ 5,556.00
TOTAL CONTRACT AMOUNT			\$ 176,820.00	\$ 16,020.00	\$ 83,791.23	\$ 276,631.23

ATTACHMENT V**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS****CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active	County Broward	AAA/Contractor
Address	Completed By	
Address	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain. NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?
If NA or NO, explain. NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the
Population? If NA or NO, explain. NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race,
color, national origin, sex, age, religion, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective
manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national
origin, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site Desk Review		Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the Contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self- evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements;
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACT #:
PROV YYYY

RECEIPTS AND UNIT COST REPORT
Program[illegible]

PROVYYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental ☐ B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of this Contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 106Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106, Dated July 97

BATCH #: _____

DESC: PROVPROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ **Start Time:** _____ **End Time:** _____

Location Name (ie. Senior Center): _____

Address (include City, State, Zip Code): _____

Phone #: _____ **Funded by:** _____

Topic: _____ **# of Seniors:** _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: _____
(Name of Employer)

Located at _____
Street address City State Zip Code

Under penalty of perjury, I, _____
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.

Form available at: <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessing-the-clearinghouse/>



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-20

Agenda Date: 1/23/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the transfer of certain easement and other rights of the City to the Florida Department of Transportation for drainage purposes in connection with the FDOT SW 10th Street Project; providing for execution of the related Quitclaim Deed; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach (the "City") previously entered into an agreement with Barnsley Investments, Inc., a Florida corporation, its successors and assigns and Southport Dredging & Associates, Inc., a Florida corporation, its successors and assigns, dated September 19, 2001, recorded in Official Records Book 32326, Page 1211, of the Public Records of Broward County, Florida, (the "Agreement"). The Agreement was an effort to resolve a dispute and lawsuit between the then property owner of 52 acres of Water Body at the north part of Crystal Lake (just South of Green Road) and the City concerning the owner's ability to fill in the Water Body for development purposes. The Agreement provided for the owner's ability to fill a portion of the Water Body to create approximately 12.5 acres of dry land for future development purposes, subject to certain conditions including that no other portion of the Water Body be filled in for development purposes. Thereafter, the owner filled a portion of the Water Body to create approximately 12.5 acres of dry land (the "Dry Land") for future development purposes; however, no development of such dry land has occurred since then.

Current Activity

The Florida Department of Transportation recently contacted the City to advise that they had reached an agreement with the current owners of the Dry Land, in lieu of an eminent domain action, to acquire the Dry Land, remove it and create a water body for drainage purposes in connection with the SW 10th Street Project, and FDOT requested that the City transfer certain easement rights owned by the City to FDOT to enable FDOT to use such water body for drainage purposes.

FDOT has made application to the City to execute and deliver to FDOT a deed, attached as Exhibit "A", (the "Deed") in favor of the FDOT, conveying all rights, title and interest that said City has in and to the Dry Land and Water Body, by virtue of the Agreement, required for FDOT transportation purposes with the understanding that the Dry Land will be removed, thereby eliminating any future development on the Dry Land and expanding the Crystal Lake water body.

City staff finds that the City's interests in the Dry Land and water body by virtue of the Agreement are no longer needed for City purposes based on FDOT's intended use. The enclosed Resolution hereby approves the transfer of the City's easement and other rights under the Agreement to FDOT by quitclaim deed and authorizes execution of the Deed and any other documents necessary to effectuate the transfer.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE TRANSFER OF CERTAIN EASEMENT AND OTHER RIGHTS OF THE CITY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DRAINAGE PURPOSES IN CONNECTION WITH THE FDOT SW 10TH STREET PROJECT; PROVIDING FOR EXECUTION OF THE RELATED QUITCLAIM DEED; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) previously entered into an agreement with Barnsley Investments, Inc., a Florida corporation, its successors and assigns and Southport Dredging & Associates, Inc., a Florida corporation, its successors and assigns, dated September 19, 2001, recorded in Official Records Book 32326, Page 1211, of the Public Records of Broward County, Florida, (the “Agreement”); and

WHEREAS, the Agreement was an effort to resolve a dispute and lawsuit between the then property owner of 52 acres of Water Body at the north part of Crystal Lake (just South of Green Road) and the City concerning the owner’s ability to fill in the Water Body for development purposes; and

WHEREAS, the Agreement provided for the Owner’s ability to fill a portion of the Water Body to create approximately 12.5 acres of dry land for future development purposes, subject to certain conditions including that no other portion of the Water Body be filled in for development purposes; and

WHEREAS, thereafter the owner filled a portion of the Water Body to create approximately 12.5 acres of dry land (the “Dry Land”) for future development purposes; however, no development of such dry land has occurred since then; and

WHEREAS, the Florida Department of Transportation recently contacted the City to advise that they had reached an agreement with the current owners of the Dry Land, in lieu of an eminent domain action, to acquire the Dry Land, remove it and create a water body for drainage purposes in connection with the SW 10th Street Project, and FDOT requested that the City transfer certain easement rights owned by the City to FDOT to enable FDOT to use such water body for drainage purposes; and

WHEREAS, FDOT has made application to the City to execute and deliver to FDOT a deed, attached as Exhibit “A”, (the “Deed”) in favor of the FDOT, conveying all rights, title and interest that said City has in and to the Dry Land and Water Body, by virtue of the Agreement, required for FDOT transportation purposes with the understanding that the Dry Land will be removed, thereby eliminating any future development on the Dry Land and the Crystal Lake water body will be expanded.

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 finds that the City’s interests in the Dry Land and water body by virtue of the Agreement are no longer needed for City purposes based on FDOT’s intended use, and hereby approves the transfer of the City’s easement and other rights under the Agreement to FDOT by quitclaim deed, attached as Exhibit “A”.

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

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution, including execution of any documents necessary to effectuate the transfer contemplated herein.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

This instrument prepared under the direction of:

Elizabeth S. Quintana, Esq.

District Four Assistant General Counsel

Florida Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309

Parcel No.	102.5/805.5
Item/Segment No.	4369641
Section:	86012-2510
Managing District:	04
S.R. No.	869 (SW 10 th Street)
County:	Broward

CITY QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this _____ day of _____, 20_____, by the **CITY OF DEERFIELD BEACH, FLORIDA, a municipal corporation of the State of Florida**, whose address is: 150 NE 2nd Avenue, Deerfield Beach, Florida 33441, Grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, Grantee: (wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee forever, all right, title, interest, claim and demand, which said Grantor has in and to the hereinafter described parcel of land arising out of that certain **Agreement**, between **City of Deerfield Beach, a Municipal Corporation of the State of Florida**, its successors and assigns and **Barnsley Investments, Inc., a Florida corporation**, its successors and assigns and **Southport Dredging & Associates, Inc., a Florida corporation**, its successors and assigns, dated **September 19, 2001**, recorded in Official Records Book **32326**, Page **1211**, of the Public Records of **Broward** County, Florida, together with all other right, title, interest, claim and demand, if any, which the said Grantor has in and to said parcel situate in the County of Broward, Florida, viz:

Parcel No. 102

Item/Segment No. 4369641

A portion of the Southwest One-Quarter (SW 1/4) of Section 10, Township 48 South, Range 42 East and the Northwest One-Quarter (NW 1/4) of Section 15, Township 48 South, Range 42 East, Broward County, Florida, as shown on Sheet 18 of the Florida Department of Transportation Parcel Map for Item/Segment No. 4369641, Section 86012-2511, being more particularly described as follows:

Commence at the Southwest Corner of said Section 10; thence North 87°47'51" East along the South line of said Southwest One-Quarter (SW 1/4) of Section 10, a distance of 313.22 feet to the POINT OF BEGINNING, being a point on the Easterly line of Parcel "A", ORIOLE INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 116, Page 1 of the Public Records of Broward County, Florida; thence North 00°04'05" West along said Easterly line of Parcel "A", a distance of 303.37 feet to the Northeasterly Corner of said Parcel "A", being a point on the Southerly Existing Right of Way line of N.W. 49th Street (Green Road); thence North 54°26'14" East along said Southerly Existing Right of Way line of N.W. 49th Street (Green Road), a distance of 386.12 feet; thence South 00°04'05" East, a distance of 515.84 feet to a point on said South line of the Southwest One-Quarter (SW 1/4) of Section 10; thence

South 87°47'51" West along said South line of the Southwest One-Quarter (SW 1/4) of Section 10, a distance of 0.40 feet; thence South 01°38'24" East, a distance of 1,323.27 feet to a point on the South line of the Northwest One-Quarter (NW 1/4) of the Northwest One-Quarter (NW 1/4) of said Section 15; thence South 88°07'24" West along said South line of the Northwest One-Quarter (NW 1/4) of the Northwest One-Quarter (NW 1/4) of Section 15, a distance of 314.38 feet to the Southeasterly Corner of said Parcel "A"; thence North 01°38'24" West along said Easterly line of Parcel "A", a distance of 1,321.48 feet to a point on said South line of the Southwest One-Quarter (SW 1/4) of Section 10; thence North 87°47'51" East along said South line of the Southwest One-Quarter (SW 1/4) of Section 10, a distance of 0.20 feet to the POINT OF BEGINNING.

Containing 12.500 acres, more or less.

Parcel No. 805

Item/Segment No. 4369641

A portion of the Northwest One-Quarter (NW 1/4) of Section 15, Township 48 South, Range 42 East, Broward County, Florida, as shown on Sheet 18 of the Florida Department of Transportation Parcel Map for Item/Segment No. 4369641, Section 86012-2511, being more particularly described as follows:

Commence at the Southeasterly corner of Parcel "A", ORIOLE INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 116, Page 1, of the Public Records of Broward County, Florida; thence North 88°07'24" East along the South line of the Northwest One-Quarter (NW 1/4), of the Northwest One-Quarter (NW 1/4) of said Section 15, a distance of 314.38 feet to the POINT OF BEGINNING, thence continue North 88°07'24" East along the South line of the Northwest One-Quarter (NW 1/4), of the Northwest One-Quarter (NW 1/4) of said Section 15, a distance of 499.79 feet to the intersection of the Westerly line of an 80.00 foot Water Management District No. 2 parcel as recorded in Official Records Book 5745, Page 211 of said public records; thence North 01°27'03" West along said Westerly line of the 80.00 foot Water Management District No. 2 parcel, a distance of 120.00 feet; thence South 88°07'24" West, a distance of 500.18 feet; thence South 01°38'24" East, a distance of 120.00 feet to the POINT OF BEGINNING.

Containing 1.377 acres, more or less.

FDOT does not have the right to fill or make any other improvements within Parcel 805, or any part thereof, as long as that area remains submerged lands, it being the intent of this easement to provide FDOT with an ability to connect to the Water Management District parcel (OR Book 5745, Page 211, Broward County Public Records) with pipes, etc. if the area encumbered by Parcel 805 is filled, and thus no longer conveys water. In the event the fee owner, successor, or assigns wishes to fill the area of parcel 805, the fee owner, successor, or assigns shall be responsible for the cost of constructing pipes, etc. to continue to convey water in accordance with the Water Management, FDOT, and other governing agencies standards. It shall also be the fee owner, successor, or assigned responsibility to maintain in perpetuity any and all improvements constructed to convey water to the Water Management District parcel (OR Book 5745, Page 211, Broward County Public Records).

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

Signed, sealed and delivered in the presence
of: (Two witnesses required by Florida Law)

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

Witness Signature:

By: _____

Print Name: _____
Mayor

Print Witness Name:

ATTEST: _____
City Clerk

Witness Signature:

(Official Seal)

Print Witness Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 20_____, by
_____, Mayor, on behalf of the **CITY OF DEERFIELD BEACH,**
FLORIDA, a municipal corporation of the State of Florida, who is personally known to me or who has
produced _____ as identification.

(SEAL)

Notary Public

Printed or stamped name of Notary Public

My Commission Expires: _____

INSTR # 101455971
OK BK 32326 PG 1211

RECORDED 11/05/2001 04:10 PM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2000

COVER SHEET

for

AGREEMENT

Between: **CITY OF DEERFIELD BEACH, a Municipal Corporation of the State of Florida, its successors and assigns (City)**

and

BARNESLEY INVESTMENTS, INC., a Florida corporation, its successors and assigns, and SOUTHPORT DREDGING & ASSOCIATES, INC., a Florida corporation, its successors and assigns (Owner).

Date: **September 19, 2001**

Prepared by and **ANDREW S. MAURODIS, City Attorney**
→ RETURN TO: **City of Deerfield Beach**
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

AGREEMENT

THIS AGREEMENT is entered into this 19th day of September, 2001, by and between the CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, its successors and assigns (CITY), and BARNESLEY INVESTMENTS, INC., a Florida corporation, its successors and assigns, and SOUTHPORT DREDGING & ASSOCIATES, INC., a Florida corporation, its successors and assigns (OWNER) as follows:

WITNESSETH:

WHEREAS, OWNER owns a parcel of property (the Property), more particularly described on Exhibit "A"; and

WHEREAS, the Property includes approximately 52 acres of water body (Water Body); and

WHEREAS, the OWNER desires to fill a portion of the water body (the water body is depicted on said Exhibit "A" and hereinafter referred to as the Water Body) to create approximately 12.5003 acres of dry land; and

WHEREAS, the CITY has disputed the right of OWNER to fill the Water Body; and

WHEREAS, the dispute has led to the filing of a lawsuit in Broward County Circuit Court (Case No. 99-17078); and

WHEREAS, the parties wish to resolve their dispute relative to the right to fill the Water Body and provide for a plan of development for the Property as a whole and to minimize negative impacts on neighboring property owners by providing guidelines for dredging and filling and related activities as well as restrictions and obligations relative to future development; and

WHEREAS, based upon the covenants set forth herein, the parties wish to set forth a procedure and basis for the development of land use and zoning classifications which best suit the property and are compatible with the area; and

WHEREAS, the parties are acting in reliance on the mutual covenants set forth herein;

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

Section 1. The above WHEREAS clauses are true and correct and made a part hereof as if fully set forth herein.

Section 2. The Property that is the subject of this Agreement lies in Deerfield Beach, Broward County, Florida.

Section 3. Definitions.

"Clean Fill" means any solid waste which is virtually inert which is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes, but is not limited to, brick, glass, ceramics, and uncontaminated concrete and includes embedded pipe or steel.

"Dredge & Fill" means the combination of dredging and filling. "Dredging" means the industrial process of dredging up or removing earth, as from the bottom of the borrow pit or surface water, by means of a scoop, a series of buckets, as suction pipe or like devices. "Filling" means to make full or add fill material to a borrow pit or surface water body to reclaim landmass.

"Clean Debris" means any solid waste which is virtually inert and which is not a pollution threat to groundwater or surface waters and is not a fire hazard and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes uncontaminated concrete, including embedded pipe or steel, brick, glass and ceramics.

"Construction and Demolition Debris" means non-hazardous materials generally considered not to be water soluble, or a combination of such materials, which consist of remnants or debris from the construction, reconstruction, remodeling or demolition of any structure, and shall include, but not be limited to, metal, metal products, concrete, glass, rock, roofing materials, wood, brick, cement and gypsum board.

"Dry Land" means that land described on Exhibit "B" attached hereto.

"Fill Area" means the approximately 12.5003 acres of land to be created, as depicted on Exhibit "C" attached hereto.

"Garbage" means animal, fruit and vegetable waste, either along with or in combination with other putrescible matter resulting from the handling, storage, sale, preparation, cooking, serving, processing, slaughter, manufacture, or consumption of animal, fruit or vegetable matter, which is subject to decomposition or decay, and any container of such material.

"Hazardous Waste" means material, or combination of materials, which because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. These wastes include, but are not limited to, waste identified as hazardous waste by any state or federal law, rule, regulation or permit.

"Prohibited Waste" means any solid waste or material not authorized for disposal in a landfill by this Agreement or any applicable governmental permit necessary for the operation of a

landfill. The term includes yard trash, ash, white goods, special waste and hazardous waste or any material which is toxic, infectious, pathological, biohazardous, explosive, radioactive, and unacceptable for delivery to a solid waste transfer and recycling facility pursuant to state or federal law, rules, regulations or permits.

"Rubbish" means refuse, accumulation of paper, excelsior, rags, wooden or paper boxes or containers, sweepings, and all other accumulations of nature other than garbage which are unusual to housekeeping and to the operation of stores, offices, and other business places, also any bottles, cans or other containers not containing garbage.

"Solid Waste" includes garbage, rubbish, clean debris, construction and demolition debris, or other discarded material including solid or semi-solid material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but do not include ash, yard trash, white goods, hazardous waste or special waste, or liquid or contained gaseous material.

"Special Waste" means material or combination of materials which require special handling and management, including but not limited to white goods, tires, used oil, lead acid batteries, asphalt and tar.

"White Goods" means inoperative and discarded refrigerators, ranges, water heaters, freezers and other similar domestic and commercial large appliances.

"Work Area" means that area as described on Exhibit "D" attached hereto.

"Yard Trash" means vegetative matter resulting from landscaping, maintenance and land clearing operations.

Section 4. Provided OWNER complies with all provisions of this Agreement and all applicable laws, regulations, and permit requirements, OWNER shall be permitted, at its sole cost and expense, to dredge and fill a portion of the Water Body, as more particularly depicted on Exhibit "C". Notwithstanding any permits issued, OWNER'S right to dredge and fill the Water Body shall be strictly limited to the area depicted on said Exhibit "C", which area shall be referred to as the "Fill Area". All activities, including but not limited to the placement or use of mechanical equipment or barges or other floating objects, shall take place solely within the physical boundaries of the Work Area.

All dredging and filling activities of whatsoever nature (including, but not limited to, depositing, clearing, or moving of any material or use of any power or motorized equipment, vehicles or machinery and any activities related thereto within the Work Area or on the Dry Land) shall be specifically and strictly limited to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday only and not on any national holidays (days the U.S. Postal Services does not deliver mail); further, all dredging and filling activities shall comply with the requirements of all governmental bodies with jurisdiction, all permits, and the standards set forth on Exhibit "E". While conducting its dredge and

fill activities within the Work Area, OWNER shall use its best efforts to work as close to the Fill Area as possible. The parties acknowledge the fact that, when dredged, the water will become discolored and such conditions shall not be grounds for complaint. The OWNER further agrees that it shall cause the discoloration of the water to dissipate within a reasonable amount of time after completion of the fill activities. OWNER shall cause all activities to be conducted through means which are most likely, based upon the latest available methods and technology, to minimize turbidity and its negative effect upon the appearance and water quality of that part of the Water Body which is not to be filled. Noise levels shall be consistent with the City of Deerfield Beach noise regulations and Broward County Department of Planning and Environmental Protection Standards (whichever is more stringent). The City shall have the right to make periodic inspections of water quality. The Standards for Water Quality shall be in accordance with the DEP permit listed in Exhibit "E". Upon completion of fill activities or the 18 month time period set forth in Section 5 and any extensions granted, whichever occurs first, the Property shall be stabilized to eliminate soil erosion. Air pollution associated with the creation of airborne particles must be effectively controlled through the use of water or the application of other controlled materials (Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102-5). In the case of conflict or inconsistency among any of the above, the more strict standard shall apply. All dredging and filling shall be conducted in accordance with the standards set forth in the permits listed in Exhibit "E" and said standards shall be strictly satisfied and the failure to comply with said standards, any governmental regulation or permit regulation or standard, or the standards or other obligations set forth herein shall be deemed to cause irreparable harm to the CITY.

Section 5. The OWNER shall cause said filling to be brought to terra firma, but not higher than the level of the property abutting to the west. Only clean fill shall be used to fill the Water Body. Further, garbage, hazardous waste, prohibited waste, rubbish, solid waste, special waste, white goods and yard trash are specifically prohibited. At the conclusion of filling activities, the water quality shall be returned to the quality that existed prior to the commencement of said activity. All dredging and filling activities (and any activities related thereto) shall be completed on or before 18 months from the effective date hereof, provided that the OWNER may apply to the CITY for not more than six (6) six (6) month extensions (each applied for separately) past the eighteen (18) month period (provided the OWNER'S permit/license from other jurisdictions permit such time period). The OWNER must apply to the City Commission for such an extension and such request for extension may be submitted to the City up to six months prior to the expiration of the initial 18-month period or any extensions thereto which have been granted. The City shall submit its approval or denial to the OWNER within 30 days of receipt of said application for extension. Said approval shall not be unreasonably withheld provided the following conditions are affirmatively demonstrated to the CITY Commission by OWNER:

(a) OWNER is, and has been continually in compliance with this Agreement in all material respects; and

(b) OWNER has diligently sought to complete the work of filling the Fill Area within the eighteen (18) month period (and any extensions which have already been granted) and has not

yet completed filling the Fill Area.

Should the filling not be complete by the conclusion of the eighteen (18) months plus any extension thereof, the Fill Area shall be reduced to reflect the actual amount which has been properly filled to terra firma and the berm described on Exhibit "F" shall be promptly constructed and maintained in a manner consistent with said Exhibit "F".

Section 6. Provided OWNER strictly complies with all applicable laws and regulations and this agreement, OWNER may move excavated material from the Fill Area when such material is not appropriate for placement in the Fill Area. The CITY hereby relinquishes all of its right, title and interest to minerals, recycling material, fill and any other materials excavated during the term of the dredging permitted by this Agreement by the OWNER. All such activities shall only be undertaken between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This provision does not grant any right to store such material on the Fill Area or on the Dry Land, beyond what is reasonable and necessary within the course and scope of such operations to the extent permitted above.

Section 7. Upon completion of fill activities in the Fill Area in strict compliance with this Agreement and compliance with all other restrictions set forth herein, and all applicable governmental regulations, the Fill Area may be aggregated with the Dry Land (together referred to as the Developable Area) for purposes of development or the two areas may be developed separately; provided that all development must be consistent with and pursuant to (a) the City of Deerfield Beach Land Development Regulations, (b) the regulations of any other governmental agency with jurisdiction, (c) the applicable land use and zoning regulations, and (d) the terms and conditions of this Agreement.

Section 8. The Developable Area was annexed into the City on September 15, 1999. The Developable Area presently bears a land use designation on the Broward County Land Use Map of Commercial Recreation (Fill Area) and Industrial (Dry Land) and Broward County Zoning Designation of S-2 (Fill Area) and B-3, and M-1. No amendment to these land use and zoning designations may be permitted until certain actions occur. The CITY must amend its Comprehensive Plan to include the Developable Area within the boundaries of the CITY. The CITY shall then seek an amendment to the Broward County Land Use Plan to change the land use designation of the Developable Area to Industrial. It is understood that any such amendment is solely within the control of the Broward County Commission, and requires Department of Community Affairs' approval. However, provided that this process is successfully concluded (including any administrative and judicial challenges favorably resolved), the Broward County Land Use Plan would be amended to Industrial. It is understood that failure of this amendment to be approved by Broward County, the Department of Community Affairs, and to withstand any judicial or administrative challenges, shall not be deemed a default by the CITY. It is also understood that the CITY can undertake no amendment to its Comprehensive Plan which is not consistent with the Broward County Land Use Plan, and the CITY can undertake no zoning activities until there is a Land Use Plan category in the certified plan of the CITY which permits the zoning category sought.

Section 9. The City shall diligently pursue an amendment to its Land Use Plan to include the Property into the boundaries of the City of Deerfield Beach. The CITY hereby finds that, based solely upon the commitments and covenants of OWNER as set forth herein, the land use classifications set forth on Exhibit "H" and the zoning classifications set forth on Exhibit "G" would be appropriate and in the best interest of the CITY. Therefore, upon successful conclusion of the Broward County Land Use Plan Amendment process referred to in Section 8 above, the CITY shall process an amendment to the City of Deerfield Beach Land Use Plan to be consistent with these same designations. It is understood and agreed that any CITY amendment is subject to approval by the Department of Community Affairs, and subject to judicial or administrative challenge, and must be certified by the Broward County Planning Council. In the event that the Department of Community Affairs does not approve said amendment, or the Broward County Planning Council does not certify said amendment, or there is a successful judicial or administrative challenge to the amendment, the CITY shall not be deemed in default of this agreement. However, should the amendment be approved (including any administrative and judicial challenges favorably resolved) and certified by the Broward County Planning Council, the CITY shall then process amendments to its zoning code for the designation set forth on Exhibit "G" subject to the restrictions set forth herein. The amendments shall begin to be processed within: (i) sixty (60) days of approval and certification by the Broward County Planning Council or (ii) thirty (30) days of satisfactory completion of all filling activities in accordance with the terms of this Agreement, whichever occurs later. These commitments of the CITY are based upon, and in reliance on, the covenants and restrictions of the OWNER, as set forth herein, and the parties agree that the failure of the OWNER to strictly comply with the terms of this agreement shall render the findings and commitments set forth in this section to be invalid and void. It is understood and agreed, as set forth above, that the CITY does not have control over certain aspects of the Land Use Plan process in Broward County, and even within the City of Deerfield Beach, based upon the requirements of the Department of Community Affairs' approval, Broward County Planning Council certification, and the possibility of judicial or administrative challenge. The fact that any one of these factors may prevent the CITY from undertaking the amendments as set forth above (or anywhere else in this document) shall not constitute a default by the CITY, and shall not cause any of the obligations of the OWNER as set forth herein to be void or unenforceable in any way. Further, a successful challenge to any land use amendment or rezoning or issuance of any development permit referred to herein shall not be deemed a default by CITY or cause any obligations of the OWNER, as set forth herein, to be void or unenforceable in any way. Thus, all restrictions on dredge and fill and other activities and development on the property shall remain in full force and effect and be binding upon the OWNER. Application fees for all land use plan and zoning amendments shall be paid for by OWNER.

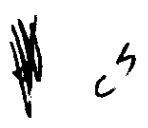
Section 10. Subject to and upon completion of the amendments set forth in Section 8 and 9, no portion of the Fill Area may be developed except in substantial compliance with the attached conceptual site plan as set forth in Exhibit "I"; provided that all land development regulations in effect at the time of the application are satisfied. When the land development regulations are different from the conceptual site plan, the CITY shall determine which regulations are more restrictive and the more restrictive thereof, in the sole discretion of the CITY, shall control. Until such time as the conditions set forth in Section 8 and 9 are satisfied, and completion of all dredge

and fill and related activities in a manner consistent with and in full compliance with this agreement and execution of the Special Warranty Deed set forth in Section 12, the Fill Area may not be developed. Further, the Developable Area (except such area designated on Exhibit G as B-2) shall be limited to only such uses as are contained on the attached Exhibit "J" (provided that existing uses on the Dry Land may continue, if not abandoned, as non-conforming uses). All buildings constructed on the Fill Area shall have their main elevations facing east. In addition to these requirements, a berm and buffer area shall be constructed in strict compliance with the design and specifications set forth on Exhibit "F" on the eastern border of the Fill Area prior to issuance of the first building permit on the Property. The berm shall be regularly irrigated by an irrigation system. The OWNER shall have the perpetual obligation to maintain said berm in a good attractive condition, neatly trimmed, and in a manner consistent with the standards set forth on Exhibit "F". All dead and diseased vegetation shall be promptly replaced with vegetation of comparable size and quality. All other provisions of the City Code and City Land Development Code shall be applicable to all activity on the Property as well as the codes and regulations of all other applicable jurisdictions. An acceptable easement deed for the berm and buffer area permitting public use and access (in the form set forth on Exhibit K) shall be dedicated to the City prior to the first building permit on the Fill Area. Upon construction, the buffer area shall be included for the purpose of land development calculations, including, but not limited to setback and open space requirements for any site plan for the industrially zoned portion of the Developable Area which abuts the buffer area.

Section 11. All development on the Property shall be subject to compliance with community appearance standards of the CITY and subject to Community Appearance Board approval, as well as all other applicable reviewing boards in the CITY, including review by the City Commission or other body required by law.

Section 12. All portions of the Water Body which are not permitted to be dredged and filled pursuant to this Agreement, shall not be filled at any time, but shall be open space recreation for the use of the public and shall remain so in perpetuity. In addition to this agreement, which shall itself constitute a restriction on the Water Body, OWNER (and any parties necessary to bind the property constituting the Fill Area and Water Body) shall execute a special warranty deed conveying marketable title to the said portion of the Water Body, exclusive of the Fill Area, to the City of Deerfield Beach to ensure the perpetual use of said portion of the Water Body by the public for recreational purposes. Said deed shall be delivered to the City Attorney in escrow prior to the second reading of the rezoning ordinance and shall be released from escrow to the City only upon the enactment and effective date of the rezoning ordinance. If the rezoning ordinance is not enacted or does not become effective within no later than ninety (90) days after it is noticed for second and final hearing by the City, then the deed shall be returned by the City Attorney to OWNER.

In any event, said Special Warranty deed shall be executed by OWNER (and any necessary parties of whom consent or joinder is required) and delivered to the CITY as required herein prior to the issuance of any building or development permits or orders on or with regard to the Fill Area. The Special Warranty Deed shall be accompanied by a title update from Commonwealth Land Title



Insurance Company updated from the date of February 26, 2001, to the most recent effective date, evidencing marketable title subject to taxes for current year, restrictions, covenants, conditions, limitations, easements of record and all matters shown on a current survey. OWNER shall simultaneously deliver appropriate releases of any mortgages encumbering the Water Body.

Section 13. To the extent permitted by law, the CITY shall cooperate with the County and the Florida Department of Transportation to assist OWNER to obtain approval for an easement for ingress and egress to the subject Property off Green Road. Provided it is consistent with all applicable regulations, the easement sought shall include the right to construct curb cuts and turn lanes as deemed appropriate or necessary for OWNER to obtain access to the subject Property for any and all purposes of Owner's business as set forth in this Agreement. CITY's only obligation shall be to cooperate in this regard and failure to obtain this easement shall not constitute a default hereunder by CITY or relieve OWNER of any of its obligations as set forth herein.

Section 14. Once fill activities have begun in accordance with this agreement, the parties acknowledge that an automobile gas station would be an appropriate use in the area noted on Exhibit "G," and labeled "B-2," provided all City of Deerfield Beach and other applicable regulations of the CITY and other jurisdictions are satisfied. Prior to such use being permitted, the CITY would have to rezone that portion of the Property to the B-2 zoning category. Certification by the Broward County Planning Council is also a prerequisite. Failure of these preconditions to occur shall not constitute a default by CITY under this agreement or relieve OWNER of any of its obligations as set forth herein. Thereafter, the CITY agrees to process such a rezoning to B-2. Any building or structure shall comply with all CITY land development regulations and processing procedures. The rezoning and land use classifications are subject to the provisions set forth in Sections 8 and 9 of this Agreement. The existing billboard on the property referenced as B-2 on Exhibit "G" will be removed at the conclusion of the present lease term.

Section 15. Nothing contained herein shall obligate the City to issue permits of any kind or permit any activity contrary to federal, state or county laws or regulations.

Section 16. No failure of this Agreement to address any particular permit, condition, term or restriction shall relieve the OWNER of the necessity to comply with the law governing said permitting requirements, condition, term, or restriction.

Section 17. Notices.

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight mail courier (such as FedEx) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City: City Manager
City of Deerfield Beach
150 N.E. Second Avenue
Deerfield Beach, Florida 33441

If to the Owner: Barnsley Investments, Inc.
4500 A North Powerline Road
Deerfield Beach, Florida 33073
Southport Dredging and Associates, Inc.
4758-66 N. Powerline Road
Pompano Beach, Florida 33073

With a copy to:
Becker & Poliakoff, P.A.
Attn: Carol Capri Kalliche, Esq.
3111 Stirling Road
Fort Lauderdale, FL 33312
Phone: (954) 985-4104
Fax: (954) 985-4170

Section 18. Upon execution of this Agreement by all parties, the City of Deerfield Beach agrees to submit this Agreement to the Circuit Court of the 17th Judicial Circuit of Broward County, (Case No. 99-17078), for the Court's approval and shall ask the Court to retain continuing jurisdiction to enforce same. The order shall state that CITY shall dismiss the action with prejudice upon full compliance with all terms of this Agreement. Except as provided below, the parties agree that their sole and exclusive remedies for breach of this Agreement (other than personal injuries or physical damage to property) or failure of the CITY to approve any land use or zoning amendments or development orders or permits, shall be to seek judicial enforcement of the terms and conditions set forth herein, and that no damages of any kind whatsoever shall be a permissible remedy under any circumstances and under any conditions; provided that the CITY may also enforce violations of CITY ordinances through prosecutions in court or before the Code Enforcement Board (and to seek the imposition of fines and liens and enforce same) and other jurisdictions shall retain all enforcement powers provided for by law. The parties shall submit this agreement to the Court for its approval as an agreed order. In any enforcement action, the prevailing party shall be entitled to reimbursement for reasonable costs and attorney's fees.

Section 19. OWNER waives any and all claims or causes of action of any kind whatsoever related to CITY'S action in filing and/or prosecuting the above referenced action in Broward County Circuit Court.

Section 20. Construction.

This Agreement shall be construed and governed in accordance with the laws of the State of

Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. The forum for any litigation on, or related to this Agreement shall be Broward County Circuit Court.

Section 21. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns and shall run with and bind the Property. This Agreement shall be recorded in the public records of Broward County.

Section 22. Severability.

In the event any terms of provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 23. Time of the Essence.

Time shall be of the essence for each and every provision hereof.

Section 24. Entire Agreement.

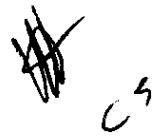
The Agreement, together with the documents referenced herein, constitute the entire Agreement and understanding among the parties with respect to the matter hereof, and there are no agreements, representations or warranties other than set forth herein. This Agreement may not be changed, altered or modified except for an instrument in writing signed by the party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

Section 25. Assignor Clause.

The parties to this Agreement agree, acknowledge and affirm that the terms of this Agreement may be assigned by Southport Dredging and Associates, Inc. or Barnsley Investments, Inc. to any bona fide future purchaser and to all future Developers for value and provided that the terms will be binding on the Successor or Assignee in interest.

Section 26. This Agreement shall be binding upon the parties and their successors and assigns and shall run with and bind the land described on Exhibit "A". For that purpose, this Agreement shall be recorded in the Public Records of Broward County, Florida.

Section 27. This Agreement shall be effective upon the date the last party affixes its signature thereto.



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

Witnesses:

Tere Stephens
Print Name: Tere Stephens

Juliette Coldros
Print Name: Juliette Coldros

Ada Graham-Johnson
ATTEST:

Ada Graham-Johnson
Ada Graham-Johnson, City Clerk

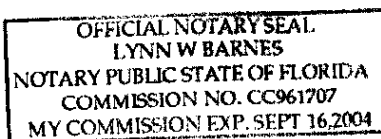
CITY OF DEERFIELD BEACH

By: Larry R. Deetjen, City Manager

Dated: September 25, 2001

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 25 day of September, 2001, by Larry R. Deetjen, City Manager of the City of Deerfield Beach.



Lynn W. Barnes
Notary Public, State of Florida

Lynn W. Barnes
Printed, typed or stamped name of Notary Public exactly as commissioned
☒ Personally known to me, or
☐ Produced identification:

Type of identification produced

Witnesses:

Ilona L. Tinerino
Print Name: Ilona L. Tinerino

Miriam Lynn
Print Name: MIRIAM LYNN

BARNSELY INVESTMENTS, INC.,
a Florida Corporation

By: [Signature]
Title: PRESIDENT

Dated: 6-29-01

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 29th day of June, 2001, by Colin Jackson, the President of BARNSELY INVESTMENTS, INC., a Florida corporation.



Serene E. Keen
Notary Public, State of Florida
Serene E. Keen
Printed, typed or stamped name of Notary Public exactly as commissioned
☐ Personally known to me, or
☒ Produced identification:
Driver's License
Type of identification produced

Witnesses:

[Signature]
Print Name: Fiona L. Tinerino
[Signature]
Print Name: Miriam Lynn

SOUTHPORT DREDGING & ASSOCIATES, INC., a Florida Corporation

By: Peter M. Juni
Title: VICE PRESIDENT

Dated: 6-29-01

[Signature] CS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 29th day of June, 2001, by Peter M. Tocci, the Vice President of SOUTHPORT DREDGING & ASSOCIATES, INC., a Florida corporation.



Serene E. Keen
Commission # CC 757021
Expires July 8, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Serene E. Keen
Notary Public, State of Florida
Serene E. Keen

Printed, typed or stamped name of Notary
Public exactly as commissioned

☐ Personally known to me, or

☒ Produced identification:

Driver's license
Type of identification produced

Deerfield/CrystalLake4/30/01

651543_1.DOC

[Handwritten signature]
CS

EXHIBIT "A"

SURVEYOR'S NOTES

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
2. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
3. CHARLES E. ROSSI, P.L.S., INC. RESERVES THE RIGHT TO UTILIZE ANY AND ALL INFORMATION OBTAINED IN THE PREPARATION OF THIS SKETCH OF LEGAL DESCRIPTION, INCLUDING THIS SKETCH, FOR ANY OTHER PURPOSES.
4. SOURCE OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY ARE AS FOLLOWS:
 - A) RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", PLAT BOOK 116, PAGE 1, BROWARD COUNTY PUBLIC RECORDS.
 - B) RECORD PLAT ENTITLED CRYSTAL LAKE 4th SECTION, PLAT BOOK 66, PAGE 19, BROWARD COUNTY RECORDS.
 - C) RECORD PLAT ENTITLED ORIOLE AT CRYSTAL LAKE, PLAT BOOK 103, PAGE 24, BROWARD COUNTY RECORDS.
5. THE BASIS OF THIS SKETCH IS A LEGAL DESCRIPTION PREPARED BY THIS OFFICE IN CONFORMANCE WITH INSTRUCTION PROVIDED BY THE CLIENT.
6. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF CHARLES E. ROSSI, P.L.S., INC.
7. THIS DRAWING IS NOT VALID UNLESS BEARING AN ORIGINAL SIGNATURE AND EMBOSSED LAND SURVEYOR'S SEAL.
8. CERTIFICATION HEREON IS FOR THE LATEST REVISION DATE.
9. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", AND ARE RELATIVE TO THE WEST LINE OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEARING NORTH 01°35'16" WEST, AS SHOWN THEREON.
10. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
11. THIS DRAWING DOES NOT REPRESENT THE RESULTS OF A FIELD SURVEY. THIS DRAWING WAS PREPARED TO ILLUSTRATE THE ELEMENTS OF THE LEGAL DESCRIPTION.
12. SEE SHEET 3 OF 3 FOR SKETCH OF DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE MENTIONED SKETCH OF LEGAL DESCRIPTION, AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES E. ROSSI, P.L.S., INC.



CHARLES E. ROSSI, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4798

DATE

4/04/2001

REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION - EXHIBIT "A" TO DEVELOPER'S AGREEMENT

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.
Land Surveying, Mapping and Consultant Services
10301 N.W. 50th Street, Suite 102
Sunrise, Florida 33351
Telephone No. (954) 749-4911

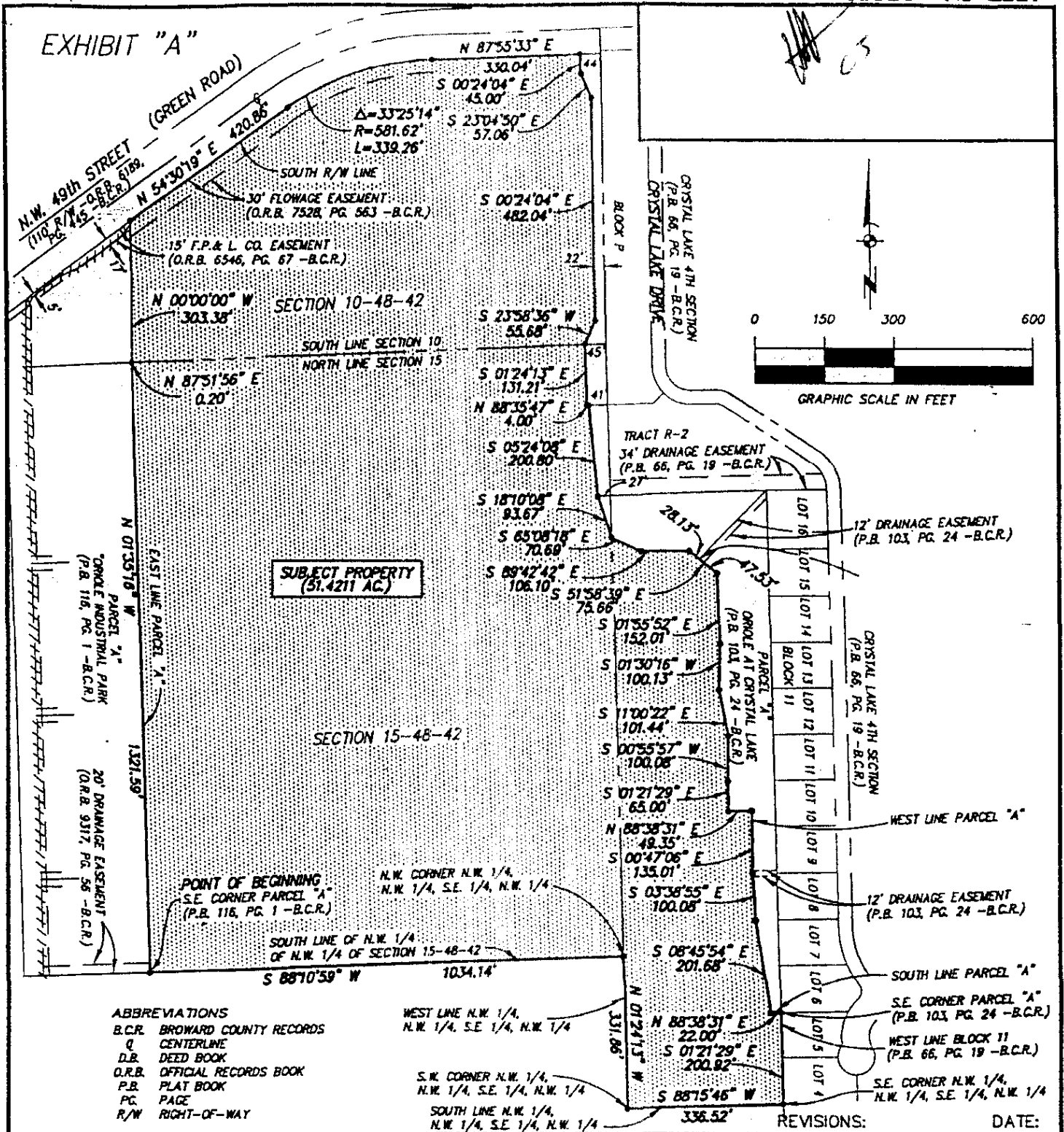


DRAWN BY: VALENTINE
APPROVED BY: ROSSI
DATE: 4/04/01
SCALE: -
DRAWING NO.:
2001023A01C

SHEET
NUMBER

1 OF 3

EXHIBIT "A"



TITLE: SKETCH OF DESCRIPTION - EXHIBIT "A" TO DEVELOPER'S AGREEMENT

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.
 Land Surveying, Mapping and Consultant Services
 10301 N.W. 50th Street, Suite 102
 Sunrise, Florida 33351
 Telephone No. (954) 749-4911

DRAWN BY: VALENTINE
 APPROVED BY: ROSSI
 DATE: 4/04/01
 SCALE: 1" = 300'
 DRAWING NO.:
 2001023A01C

SHEET
 NUMBER
 3 OF 3

NOTE: Either part or all of this **EXHIBIT "B"**
document submitted for recording is
not clear and/or legible at time
of recording for imaging purposes.

DESCRIPTION

PARCEL "A", "ORIOLE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 9.832 ACRES, 423,300 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
2. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
3. CHARLES E. ROSSI, P.L.S., INC. RESERVES THE RIGHT TO UTILIZE ANY AND ALL INFORMATION OBTAINED IN THE PREPARATION OF THIS SKETCH OF LEGAL DESCRIPTION, INCLUDING THIS SKETCH, FOR ANY OTHER PURPOSES.
4. SOURCE OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY ARE AS FOLLOWS:
 - A) RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", PLAT BOOK 116, PAGE 1, BROWARD COUNTY PUBLIC RECORDS.
 - B) RECORD PLAT ENTITLED CRYSTAL LAKE 4th SECTION, PLAT BOOK 66, PAGE 19, BROWARD COUNTY RECORDS.
 - C) RECORD PLAT ENTITLED ORIOLE AT CRYSTAL LAKE, PLAT BOOK 103, PAGE 24, BROWARD COUNTY RECORDS.
5. THE BASIS OF THIS SKETCH IS A LEGAL DESCRIPTION PREPARED BY THIS OFFICE IN CONFORMANCE WITH INSTRUCTION PROVIDED BY THE CLIENT.
6. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF CHARLES E. ROSSI, P.L.S., INC.
7. THIS DRAWING IS NOT VALID UNLESS BEARING AN ORIGINAL SIGNATURE AND EMBOSSED LAND SURVEYOR'S SEAL.
8. CERTIFICATION HEREON IS FOR THE LATEST REVISION DATE.
9. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", AND ARE RELATIVE TO THE WEST LINE OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEARING NORTH 01°35'16" WEST, AS SHOWN THEREON.
10. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
11. THIS DRAWING DOES NOT REPRESENT THE RESULTS OF A FIELD SURVEY. THIS DRAWING WAS PREPARED TO ILLUSTRATE THE ELEMENTS OF THE LEGAL DESCRIPTION.
12. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE MENTIONED SKETCH OF LEGAL DESCRIPTION, AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES E. ROSSI, P.L.S., INC.

CHARLES E. ROSSI, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4798

DATE

4/6/2001

REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION - EXHIBIT "B" TO DEVELOPER'S AGREEMENT

PROJECT: PARCEL "A", "ORIOLE INDUSTRIAL PARK"

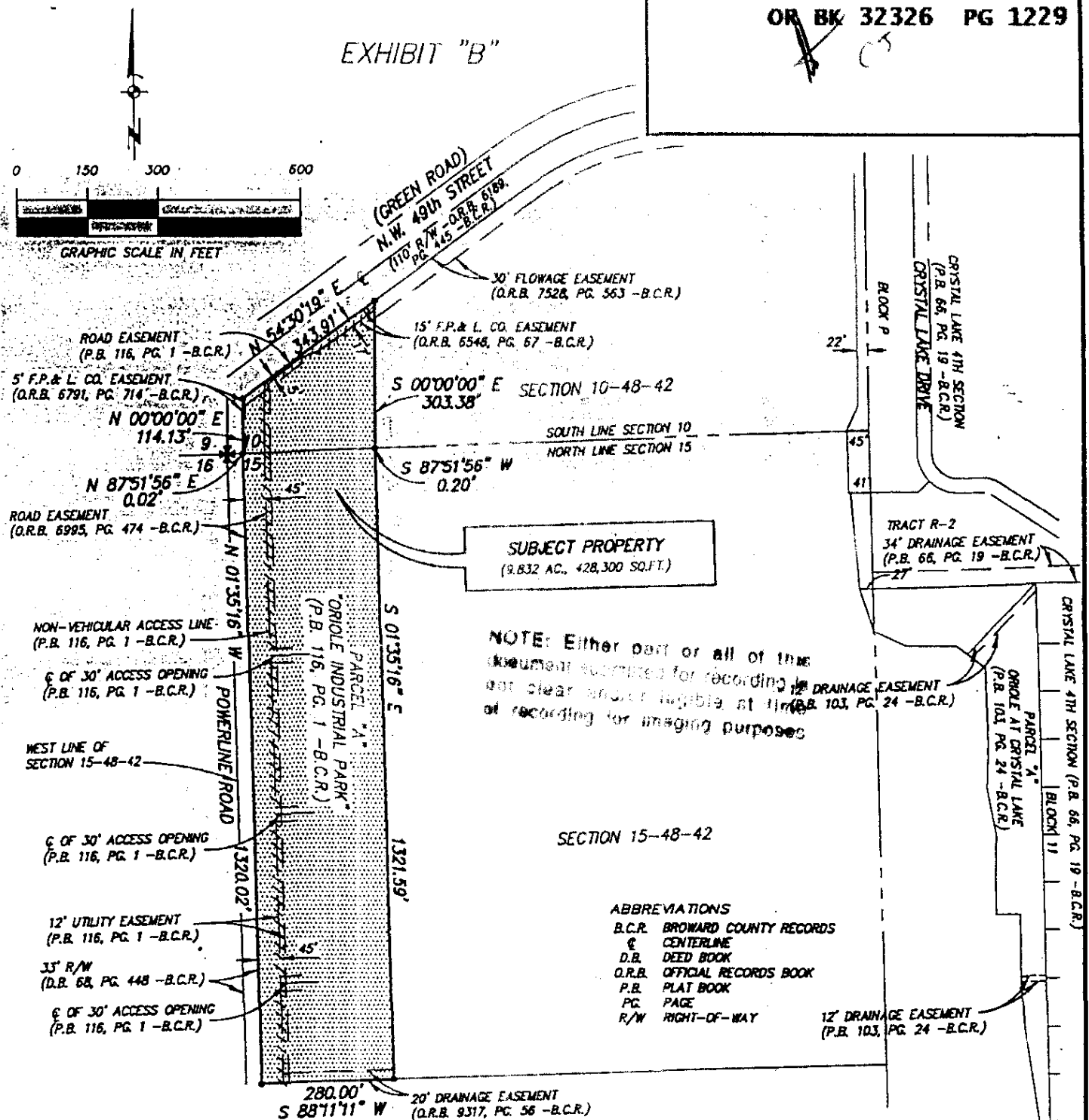
Charles E. Rossi, P.L.S., Inc.
Land Surveying, Mapping and Consultant Services
10301 N.W. 50th Street, Suite 102
Sunrise, Florida 33351
Telephone No. (954) 749-4911

DRAWN BY: VALENTINE
APPROVED BY: ROSSI
DATE: 4/04/01
SCALE: -
DRAWING NO.:
2001023A02C

SHEET
NUMBER

1 OF 2

EXHIBIT "B"



REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION - EXHIBIT "B" TO DEVELOPER'S AGREEMENT

PROJECT: PARCEL "A", "ORIOLE INDUSTRIAL PARK"

Charles E. Rossi, P.L.S., Inc.
Land Surveying, Mapping and Consultant Services

10301 N.W. 50th Street, Suite 102
Sunrise, Florida 33351
Telephone No. (954) 749-4911

DRAWN BY: VALENTINE

APPROVED BY: ROSSI

DATE: 4/04/01

SCALE: 1" : 300'

DRAWING NO.:

2001023A02C

SHEET
NUMBER

2 OF 2

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time recording for imaging purposes

EXHIBIT "C"

OR BK 32326 PG 1230

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF PARCEL "A", ORIOLE INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL "A", NORTH 1°35'16" WEST, 1321.59 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 15; THENCE ALONG SAID LINE, NORTH 87°51'56" EAST, 0.20 FEET; THENCE ALONG THE AFOREMENTIONED EAST LINE OF PARCEL "A", NORTH 00°00'00" WEST, 303.38 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GREEN ROAD, AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 6189, PAGE 445, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID LINE, NORTH 54°30'19" EAST, 386.12 FEET; THENCE SOUTH 00°00'00" EAST, 515.86 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SECTION 15; THENCE ALONG SAID LINE, SOUTH 87°51'56" WEST, 0.40 FEET; THENCE SOUTH 1°35'16" EAST, 1323.33 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (N.W.1/4) OF THE NORTHWEST ONE-QUARTER (N.W.1/4) OF SAID SECTION 15; THENCE ALONG SAID LINE, SOUTH 88°10'59" WEST, 314.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN BROWARD COUNTY, FLORIDA, AND CONTAINING 12.5003 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
2. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
3. CHARLES E. ROSSI, P.L.S., INC. RESERVES THE RIGHT TO UTILIZE ANY AND ALL INFORMATION OBTAINED IN THE PREPARATION OF THIS SKETCH OF LEGAL DESCRIPTION, INCLUDING THIS SKETCH, FOR ANY OTHER PURPOSES.
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A) RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", PLAT BOOK 116, PAGE 1, BROWARD COUNTY PUBLIC RECORDS.
B) RECORD PLAT ENTITLED CRYSTAL LAKE 4th SECTION, PLAT BOOK 66, PAGE 19, BROWARD COUNTY RECORDS.
C) RECORD PLAT ENTITLED ORIOLE AT CRYSTAL LAKE, PLAT BOOK 103, PAGE 24, BROWARD COUNTY RECORDS.
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7. THIS DRAWING IS NOT VALID UNLESS BEARING AN ORIGINAL SIGNATURE AND EMBOSSED LAND SURVEYOR'S SEAL.
8. CERTIFICATION HEREON IS FOR THE LATEST REVISION DATE.
9. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", AND ARE RELATIVE TO THE WEST LINE OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEARING NORTH 01°35'16" WEST, AS SHOWN THEREON.
10. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
11. THIS DRAWING DOES NOT REPRESENT THE RESULTS OF A FIELD SURVEY. THIS DRAWING WAS PREPARED TO ILLUSTRATE THE ELEMENTS OF THE LEGAL DESCRIPTION.
12. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE MENTIONED SKETCH OF LEGAL DESCRIPTION, AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES E. ROSSI, P.L.S., INC.

CHARLES E. ROSSI, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4798

DATE

4/05/01

REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION - EXHIBIT "C" TO DEVELOPER'S AGREEMENT

REVISED BOUNDARY

4/05/2001

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.
Land Surveying, Mapping and Consultant Services
10301 N.W. 50th Street, Suite 102
Sunrise, Florida 33351
Telephone No. (954) 749-4911

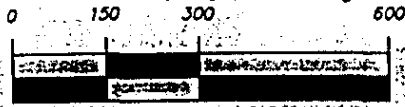
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APPROVED BY: ROSSI
DATE: 4/04/01
SCALE: -
DRAWING NO.:
2001023A03C

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NUMBER

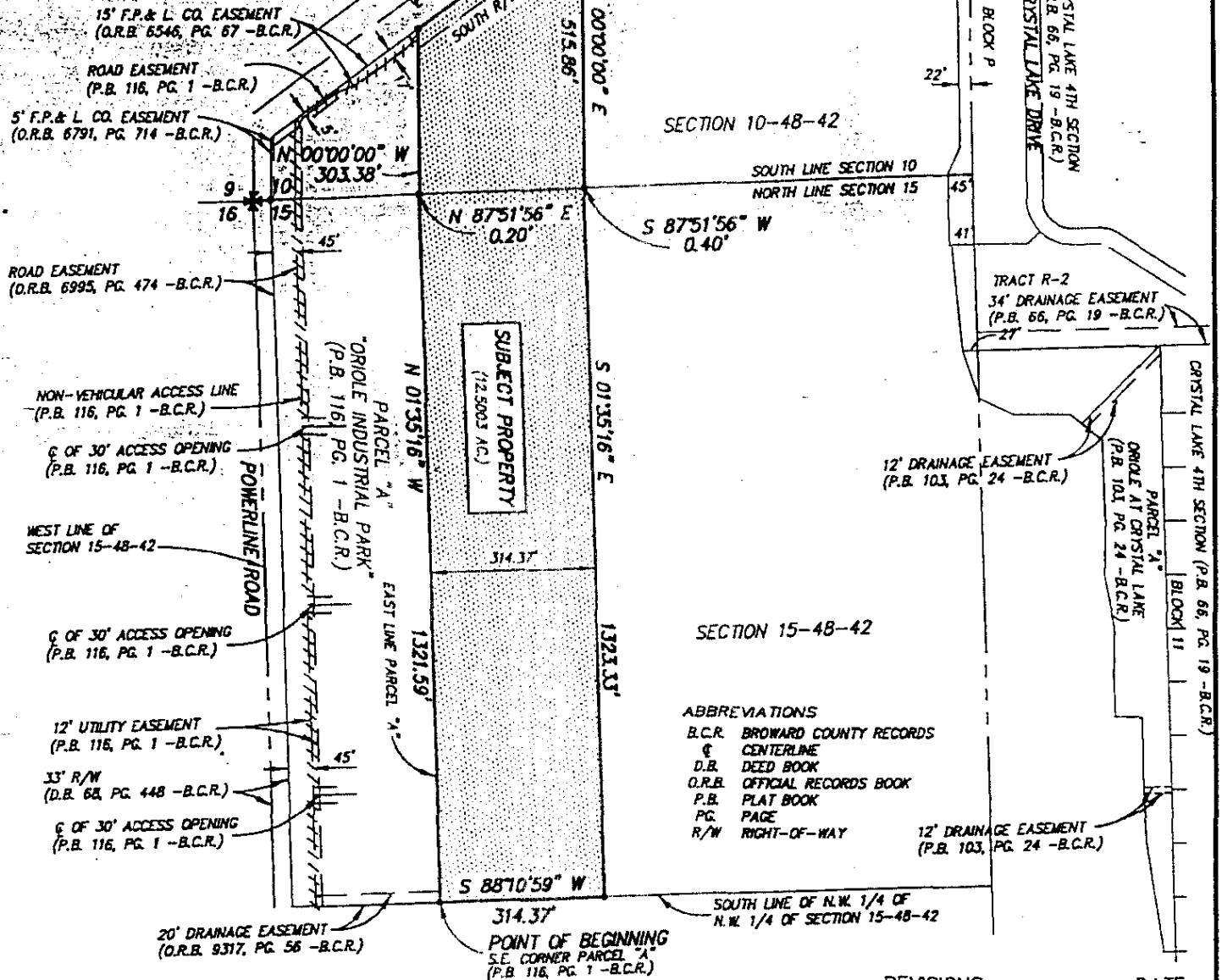
1 OF 2

EXHIBIT "C"

NOTE: Either part or all of the document submitted for recording is not clear and/or legible at time of recording for indexing purposes.



GRAPHIC SCALE IN FEET



REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION - EXHIBIT "C" TO DEVELOPER'S AGREEMENT

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.
Land Surveying, Mapping and Consultant Services

10301 N.W. 50th Street, Suite 102
Sunrise, Florida 33351
Telephone No. (954) 749-4911

DRAWN BY: VALENTINE

APPROVED BY: ROSSI

DATE: 4/04/01

SCALE: 1" : 300'

DRAWING NO.:

2001023A03C

SHEET
NUMBER

2 OF 2

EXHIBIT "D"

OR BK 32326 PG 1232

SURVEYOR'S NOTES

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
2. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
3. CHARLES E. ROSSI, P.L.S., INC. RESERVES THE RIGHT TO UTILIZE ANY AND ALL INFORMATION OBTAINED IN THE PREPARATION OF THIS SKETCH OF LEGAL DESCRIPTION, INCLUDING THIS SKETCH, FOR ANY OTHER PURPOSES.
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 - A) RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", PLAT BOOK 116, PAGE 1, BROWARD COUNTY PUBLIC RECORDS.
 - B) RECORD PLAT ENTITLED CRYSTAL LAKE 4th SECTION, PLAT BOOK 66, PAGE 19, BROWARD COUNTY RECORDS.
 - C) RECORD PLAT ENTITLED ORIOLE AT CRYSTAL LAKE, PLAT BOOK 103, PAGE 24, BROWARD COUNTY RECORDS.
5. THE BASIS OF THIS SKETCH IS A LEGAL DESCRIPTION PREPARED BY THIS OFFICE IN CONFORMANCE WITH INSTRUCTION PROVIDED BY THE CLIENT.
6. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF CHARLES E. ROSSI, P.L.S., INC.
7. THIS DRAWING IS NOT VALID UNLESS BEARING AN ORIGINAL SIGNATURE AND EMBOSSED LAND SURVEYOR'S SEAL.
8. CERTIFICATION HEREON IS FOR THE LATEST REVISION DATE.
9. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", AND ARE RELATIVE TO THE WEST LINE OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEARING NORTH 01°35'16" WEST, AS SHOWN THEREON.
10. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
11. THIS DRAWING DOES NOT REPRESENT THE RESULTS OF A FIELD SURVEY. THIS DRAWING WAS PREPARED TO ILLUSTRATE THE ELEMENTS OF THE LEGAL DESCRIPTION.
12. SEE SHEET 3 OF 3 FOR SKETCH OF DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE MENTIONED SKETCH OF LEGAL DESCRIPTION, AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES E. ROSSI, P.L.S., INC.

CHARLES E. ROSSI, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4798

DATE

6/11/2001

REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.

Land Surveying, Mapping and Consultant Services

10301 N.W. 50th Street, Suite 102

Sunrise, Florida 33351

Telephone No. (954) 749-4911

DRAWN BY: VALENTINE

APPROVED BY: ROSSI

DATE: 6/11/01

SCALE: -

DRAWING NO.:

2001023A07C

SHEET
NUMBER

1 OF 3

EXHIBIT "D"

H
C7

DESCRIPTION

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF PARCEL "A", ORIOLE INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 1°35'16" WEST, ALONG THE EAST BOUNDARY OF SAID PARCEL, 1,321.59 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 15; THENCE NORTH 87°51'56" EAST, ALONG SAID NORTH BOUNDARY, 0.20 FEET; THENCE NORTH 00°00'00" WEST, 303.38 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GREEN ROAD, AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 6189, PAGE 445, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 54°30'19" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 420.86 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 581.62 FEET, A DELTA OF 33°25'14", AN ARC DISTANCE OF 339.26 FEET; THENCE TANGENT TO SAID CURVE, NORTH 87°55'33" EAST, 179.97 FEET (THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH SAID SOUTH BOUNDARY); THENCE SOUTH 0°24'04" EAST, 70.70 FEET; THENCE SOUTH 23°04'50" EAST, 57.06 FEET; THENCE SOUTH 00°24'04" EAST, 419.56 FEET; THENCE SOUTH 23°58'36" WEST, 57.06 FEET; THENCE SOUTH 1°24'13" EAST, 314.99 FEET; THENCE NORTH 88°35'47" EAST, 14.12 FEET; THENCE SOUTH 5°24'08" EAST, 77.70 FEET; THENCE SOUTH 18°10'08" EAST, 175.63 FEET; THENCE SOUTH 65°08'18" EAST, 168.53 FEET; THENCE SOUTH 89°42'42" EAST, 52.51 FEET; THENCE SOUTH 1°55'52" EAST, 49.55 FEET; THENCE SOUTH 1°30'16" WEST, 112.07 FEET; THENCE SOUTH 11°00'22" EAST, 102.20 FEET; THENCE SOUTH 00°55'57" WEST, 87.39 FEET; THENCE SOUTH 1°21'29" EAST, 218.00 FEET; THENCE NORTH 88°38'31" EAST, 48.48 FEET; THENCE SOUTH 3°38'55" EAST, 97.77 FEET; THENCE SOUTH 8°45'54" EAST, 340.14 FEET; THENCE NORTH 88°38'31" EAST, 3.76 FEET; THENCE SOUTH 1°21'29" EAST, 51.91 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE SOUTHEAST ONE-QUARTER (S.E.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF SAID SECTION 15; THENCE ALONG SAID LINE, SOUTH 88°15'46" WEST, A DISTANCE OF 186.52 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE SOUTHEAST ONE-QUARTER (S.E.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF SAID SECTION 15; THENCE NORTH 1°24'13" WEST, ALONG THE WEST BOUNDARY OF SAID NORTHWEST ONE-QUARTER (N.W.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE SOUTHEAST ONE-QUARTER (S.E.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF SAID SECTION 15, A DISTANCE OF 331.86 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (N.W.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE SOUTHEAST ONE-QUARTER (S.E.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF SAID SECTION 15; THENCE SOUTH 88°10'59" WEST, ALONG THE SOUTH BOUNDARY OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF SAID SECTION 15, A DISTANCE OF 1034.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 42.6763 ACRES, MORE OR LESS.

REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.

Land Surveying, Mapping and Consultant Services

10301 N.W. 50th Street, Suite 102

Sunrise, Florida 33351

Telephone No. (954) 749-4911

DRAWN BY: VALENTINE

APPROVED BY: ROSSI

DATE: 6/11/01

SCALE: -

DRAWING NO.:

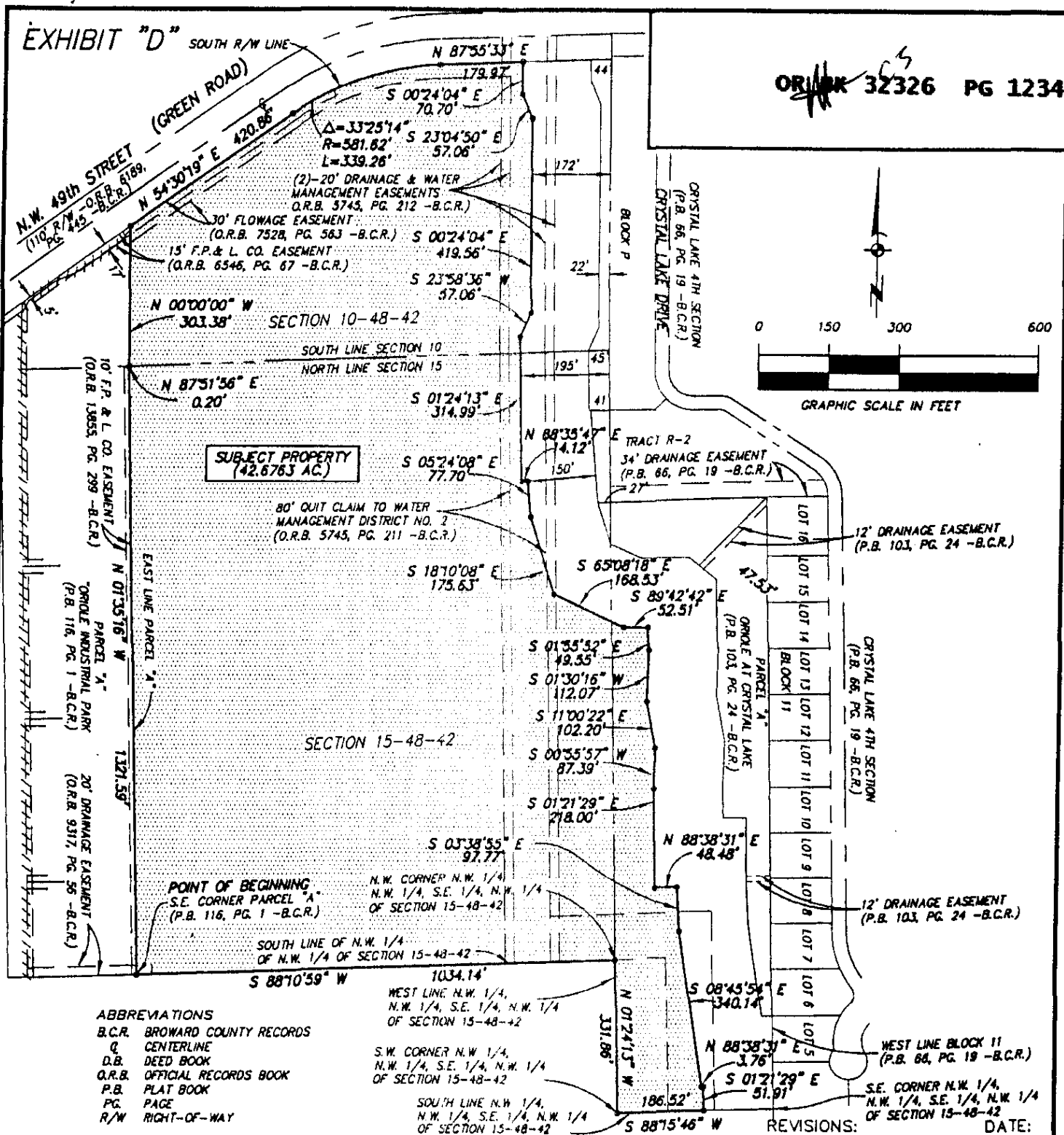
2001023A07C

SHEET
NUMBER

2 OF 3

EXHIBIT "D"

ORIGINAL 32326 PG 1234



TITLE: SKETCH OF DESCRIPTION

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.

Land Surveying, Mapping and Consultant Services

10301 N.W. 50th Street, Suite 102

Sunrise, Florida 33351

Telephone No. (954) 749-4911

DRAWN BY: VALENTINE

APPROVED BY: ROSSI

DATE: 6/11/01

SCALE: 1" : 300'

DRAWING NO.:
2001023A07C

SHEET
NUMBER

3 OF 3

44 CS

EXHIBIT "E"

- A. The construction shall be in accordance with the following permits' condition:
- Department of Army Permit No. 199801773 (IP-EJ)
Issued by the United States Army Corps of Engineers (USACOE).
 - Environmental Resource License/Dredging and Filling License No. DF98-1026
Issued by the Department of Natural Resource Protection (DNRP) on 1/14/99.
 - Environmental Resource Permit No. 06-02643-P
Issued by South Florida Water Management District (SFWMD) on 10/15/98.
- B. Air pollution associated with the creation of airborne particles must be effectively controlled through the use of watering or the application of other controlled materials (see the Florida Department of Transportation's Standard Specification for Road and Bridge Construction #102-5 for details).

NOTE: Either part or all of this document is intended for recording purposes and is not clear and legible at time of recording for imaging purposes

C5



TYPICAL BUILDING

1 OF 2

Exhibit F

ENCLOSURE PLAN 10-2007	ENCLOSURE PLAN 10-2007	ENCLOSURE PLAN 10-2007	CRYSTAL LAKE CONCEPTUAL SITE PLAN 10-2007	GALLERIES 10-2007
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NOTES: Since 2000, all of the
document submitted for recording is
not clear and/or legible at time
of recording for imaging purposes



Exhibit F

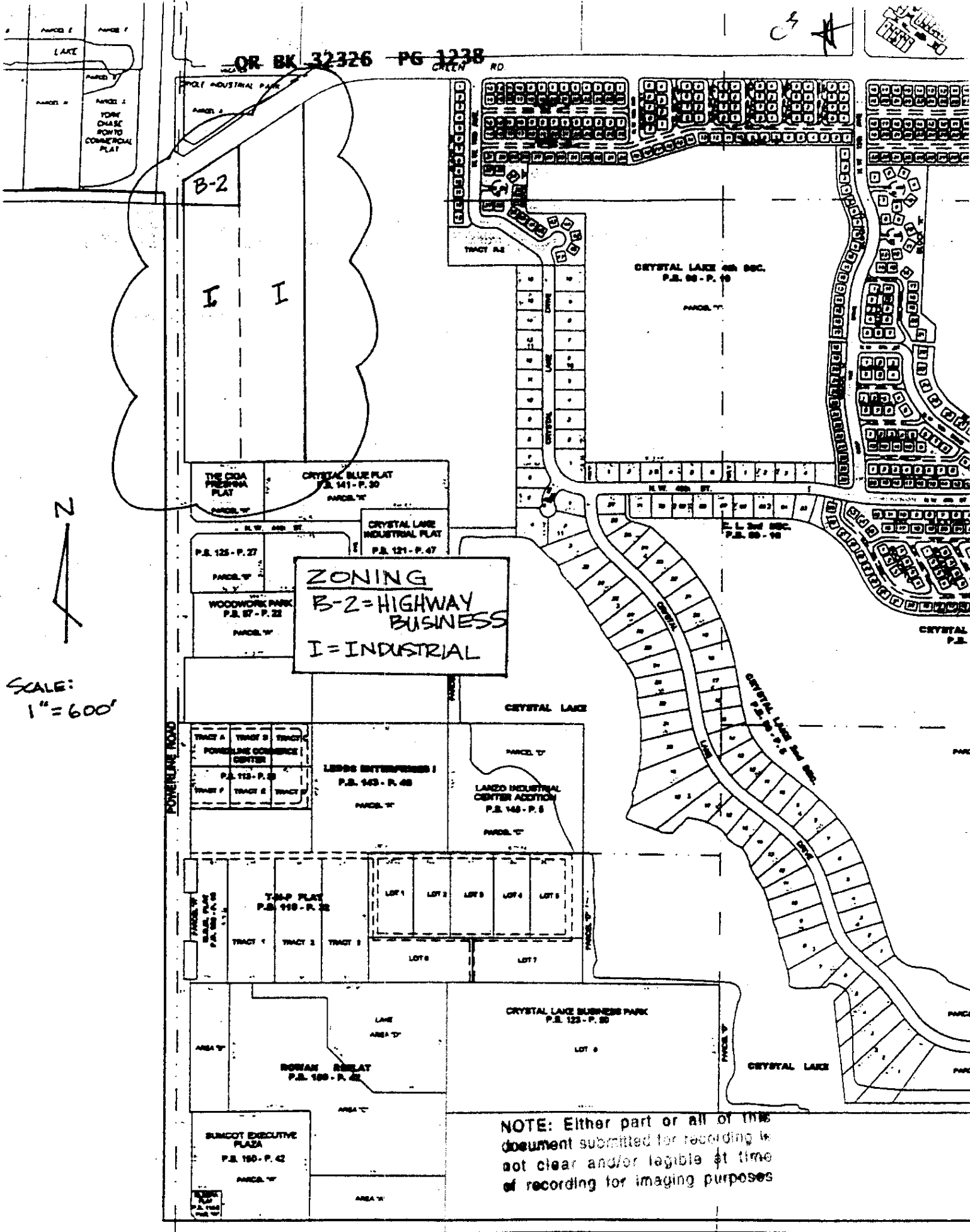
2 OF 2

ENCLOSURE BUTTER
PROSS. SECTION
10 2000

CRYSTAL LAKE
CITY OF LAKE

GALLO
AT 10 2000 10 2000 10 2000

OR BK 32326 PG 1237



CS
H



NOTE: Either part or all of this document may be obscured or not clear and is to be at recording for imaging purposes

Exhibit I

10-20-00

CONCEPTUAL SITE
PLAN & SECTION

10-20-00

10-20-00

CRYSTAL LAKE
CONCEPTUAL SITE PLAN

10-20-00

10-20-00

~~10~~ C3

EXHIBIT "J"

- Office, business and professional *
- Wholesale packaging, supply and distribution *
- Mini-warehouses *

*None of these uses may have outside storage on display.

c5

This instrument was prepared by:
 Carol Capri Kalliche, Esq.
 Becker & Poliakoff, P.A.
 3111 Stirling Road
 Fort Lauderdale, Florida 33312

OR BK 32326 PG 1242

PUBLIC ACCESS EASEMENT DEED

THIS INDENTURE, made this _____ day of _____, 200__, between **BARNESLEY INVESTMENTS, INC.**, a Florida corporation, its successors and assigns and **SOUTHPORT DREDGING AND ASSOCIATES, INC.**, a Florida corporation, its successors and assigns whose mailing address is _____, hereinafter called **GRANTOR**, and the **CITY OF DEERFIELD BEACH**, a municipal corporation of the State of Florida, hereinafter called **GRANTEE**:

WITNESSETH:

THAT, the **GRANTOR**, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the **GRANTOR**, has granted and does hereby grant, to the **GRANTEE**, its successors and assigns, forever, the right, privilege, non-exclusive, perpetual easement for public access and use as part of a recreational/pedestrian trail on, over and across the berm and buffer area described in Exhibit "1". The use of any and all motorized vehicles, with the exception of lawn and landscape maintenance equipment used in the ordinary course of maintaining said easement area, shall be strictly prohibited within the easement area.

SEE EXHIBIT "1" ATTACHED HERETO AND MADE A PART HEREOF

The Grantor, its successor and assigns, shall have the perpetual obligation to maintain said berm and buffer area in a good attractive condition, at Grantor's sole cost and expense.

THE GRANTOR does hereby fully warrant that **GRANTOR** has good title to the above-described property and that it has full power and authority to grant this easement.

IN WITNESS WHEREOF, the **GRANTOR** by its proper officers has hereunto set its hands and seals the year and day first above written.

Witnesses:

BARNESLEY INVESTMENTS, INC.,
 a Florida corporation for profit

By: _____ President

Witness: print name

Witness: print name

STATE OF FLORIDA)
 COUNTY OF BROWARD)

The foregoing was acknowledged before me this _____ day of _____, 200__, by _____, as President of **BARNESLEY INVESTMENTS, INC.**, a Florida corporation for profit, on behalf of the Corporation and for the purposes therein stated as the act and deed of the Corporation. He is ___ well known to me or ___ has produced his Florida driver's license as identification.

My Commission Expires:

 Notary Public, State of Florida
 Notary: print name

W cs.

Witnesses:

SOUTHPORT DREDGING AND ASSOCIATES, INC.,
a Florida corporation for profit

By: _____
_____ President

Witness: print name

Witness: print name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing was acknowledged before me this ____ day of _____, 200__,
by _____, as President of **SOUTHPORT DREDGING AND ASSOCIATES,**
INC., a Florida corporation for profit, on behalf of the Corporation and for the purposes therein
stated as the act and deed of the Corporation. He is ____ well known to me or ____ has produced
his Florida driver's license as identification.

My Commission Expires:

Notary Public, State of Florida
Notary: print name

637038_1.DOC

EXHIBIT 1

OR BK 32326 PG 1244

CS

DESCRIPTION

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL "A", ORIOLE INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF SAID SECTION 15, NORTH 88°10'59" EAST, 284.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1°35'16" WEST, 1323.17 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 15; THENCE ALONG SAID LINE, NORTH 87°51'56" EAST, 0.38 FEET; THENCE NORTH 00°00'00" WEST, 495.58 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GREEN ROAD, AS DESCRIBED IN THE OFFICIAL RECORDS BOOK 6189, PAGE 443, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID LINE, NORTH 54°30'19" EAST, 36.85 FEET; THENCE SOUTH 00°00'00" EAST, 515.86 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SECTION 15; THENCE ALONG SAID LINE, SOUTH 87°51'56" WEST, 0.40 FEET; THENCE SOUTH 1°35'16" EAST, 1323.33 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF THE NORTHWEST ONE-QUARTER (N.W.¼) OF SECTION 15; THENCE ALONG SAID LINE, SOUTH 88°10'59" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND SITUATE IN BROWARD COUNTY, FLORIDA, AND CONTAINING 1.2596 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
2. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
3. CHARLES E. ROSSI, P.L.S., INC. RESERVES THE RIGHT TO UTILIZE ANY AND ALL INFORMATION OBTAINED IN THE PREPARATION OF THIS SKETCH OF LEGAL DESCRIPTION, INCLUDING THIS SKETCH, FOR ANY OTHER PURPOSES.
4. SOURCE OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY ARE AS FOLLOWS:
 - A) RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", PLAT BOOK 116, PAGE 1, BROWARD COUNTY PUBLIC RECORDS.
 - B) RECORD PLAT ENTITLED CRYSTAL LAKE 4th SECTION, PLAT BOOK 66, PAGE 19, BROWARD COUNTY RECORDS.
 - C) RECORD PLAT ENTITLED ORIOLE AT CRYSTAL LAKE, PLAT BOOK 103, PAGE 24, BROWARD COUNTY RECORDS.
5. THE BASIS OF THIS SKETCH IS A LEGAL DESCRIPTION PREPARED BY THIS OFFICE IN CONFORMANCE WITH INSTRUCTION PROVIDED BY THE CLIENT.
6. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PERMISSION OF CHARLES E. ROSSI, P.L.S., INC.
7. THIS DRAWING IS NOT VALID UNLESS BEARING AN ORIGINAL SIGNATURE AND EMBOSSED LAND SURVEYOR'S SEAL.
8. CERTIFICATION HEREON IS FOR THE LATEST REVISION DATE.
9. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT ENTITLED "ORIOLE INDUSTRIAL PARK", AND ARE RELATIVE TO THE WEST LINE OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEARING NORTH 01°35'16" WEST, AS SHOWN THEREON.
10. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS.
11. THIS DRAWING DOES NOT REPRESENT THE RESULTS OF A FIELD SURVEY. THIS DRAWING WAS PREPARED TO ILLUSTRATE THE ELEMENTS OF THE LEGAL DESCRIPTION.
12. SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ABOVE MENTIONED SKETCH OF LEGAL DESCRIPTION, AND THE LEGAL DESCRIPTION ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SKETCH OF LEGAL DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHARLES E. ROSSI, P.L.S., INC.

CHARLES E. ROSSI, P.S.M.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4798

DATE

4/05/2001

REVISIONS:

DATE:

TITLE: SKETCH OF DESCRIPTION - EXHIBIT "F" TO DEVELOPER'S AGREEMENT

REVISED BOUNDARY

4/05/2001

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

Charles E. Rossi, P.L.S., Inc.

Land Surveying, Mapping and Consultant Services

10301 N.W. 50th Street, Suite 102

Sunrise, Florida 33351

Telephone No. (954) 749-4911

DRAWN BY: VALENTINE

APPROVED BY: ROSSI

DATE: 4/04/01

SCALE: -

DRAWING NO.:

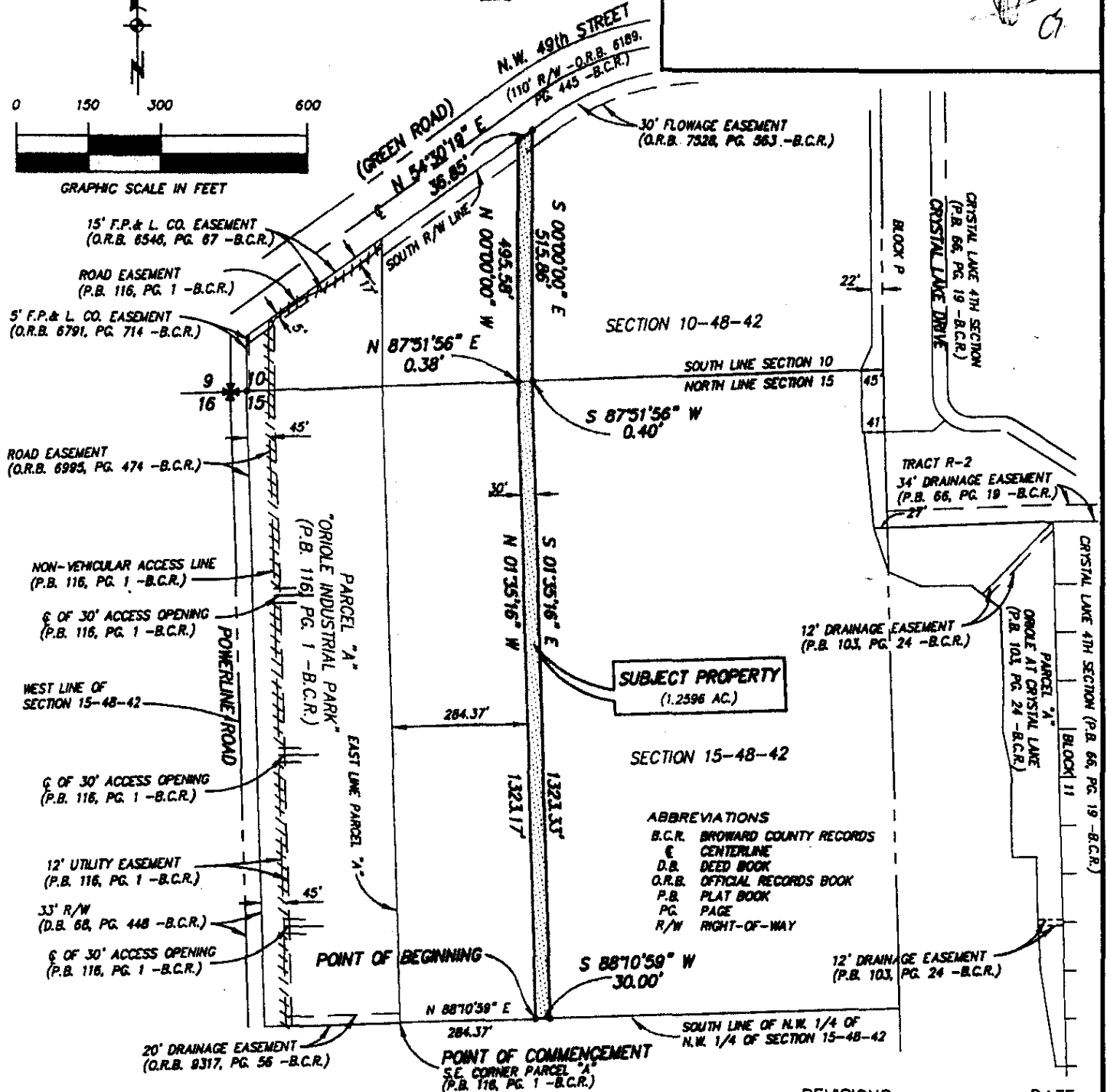
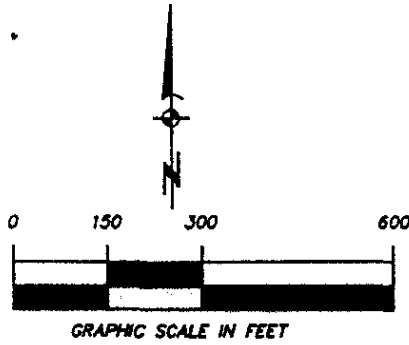
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SHEET
NUMBER

1 OF 2

EXHIBIT 1

OR BK 32326 PG 1245



ABBREVIATIONS
 B.C.R. BROWARD COUNTY RECORDS
 C CENTERLINE
 D.B. DEED BOOK
 O.R.B. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK
 PG. PAGE
 R/W RIGHT-OF-WAY

REVISIONS:

DATE:

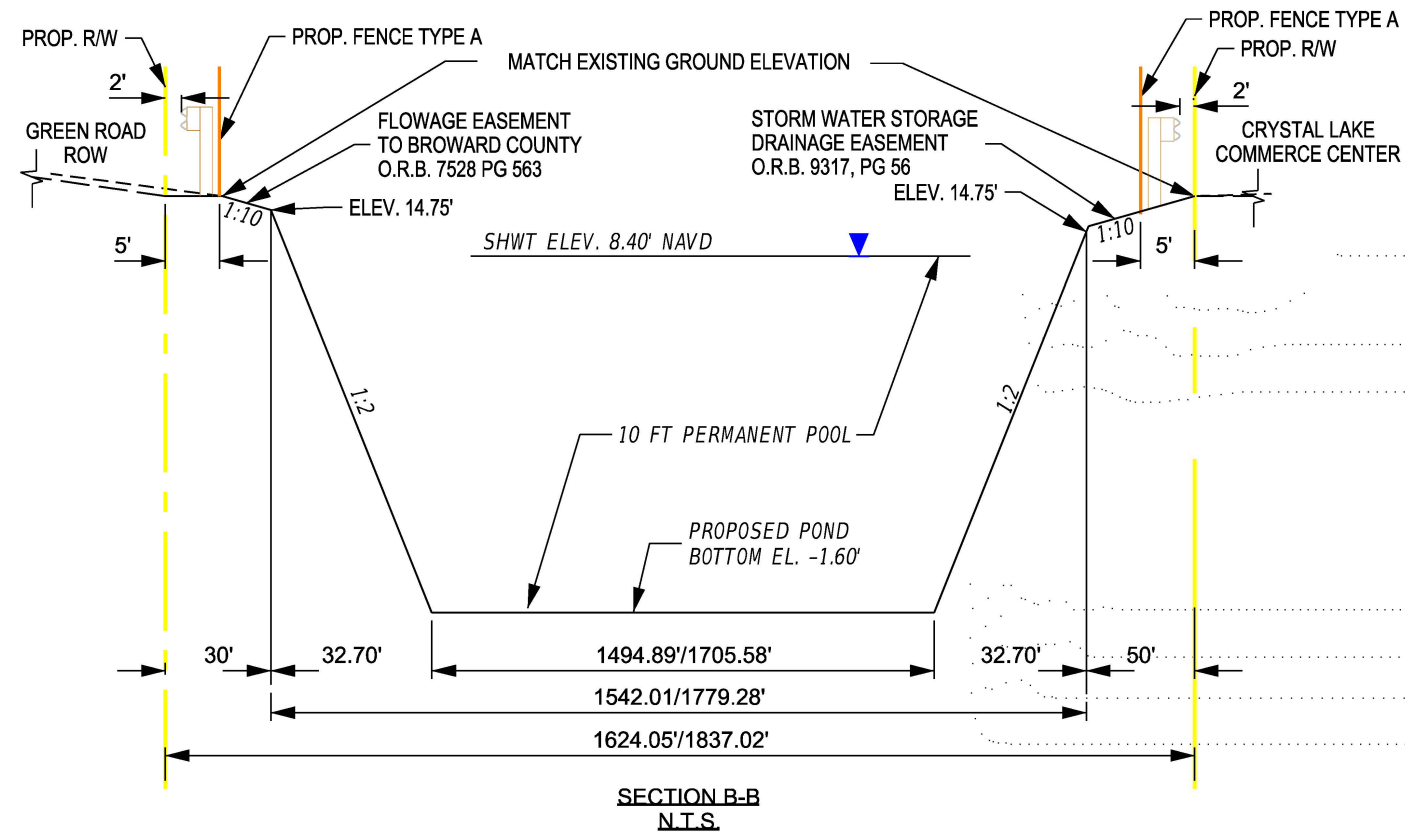
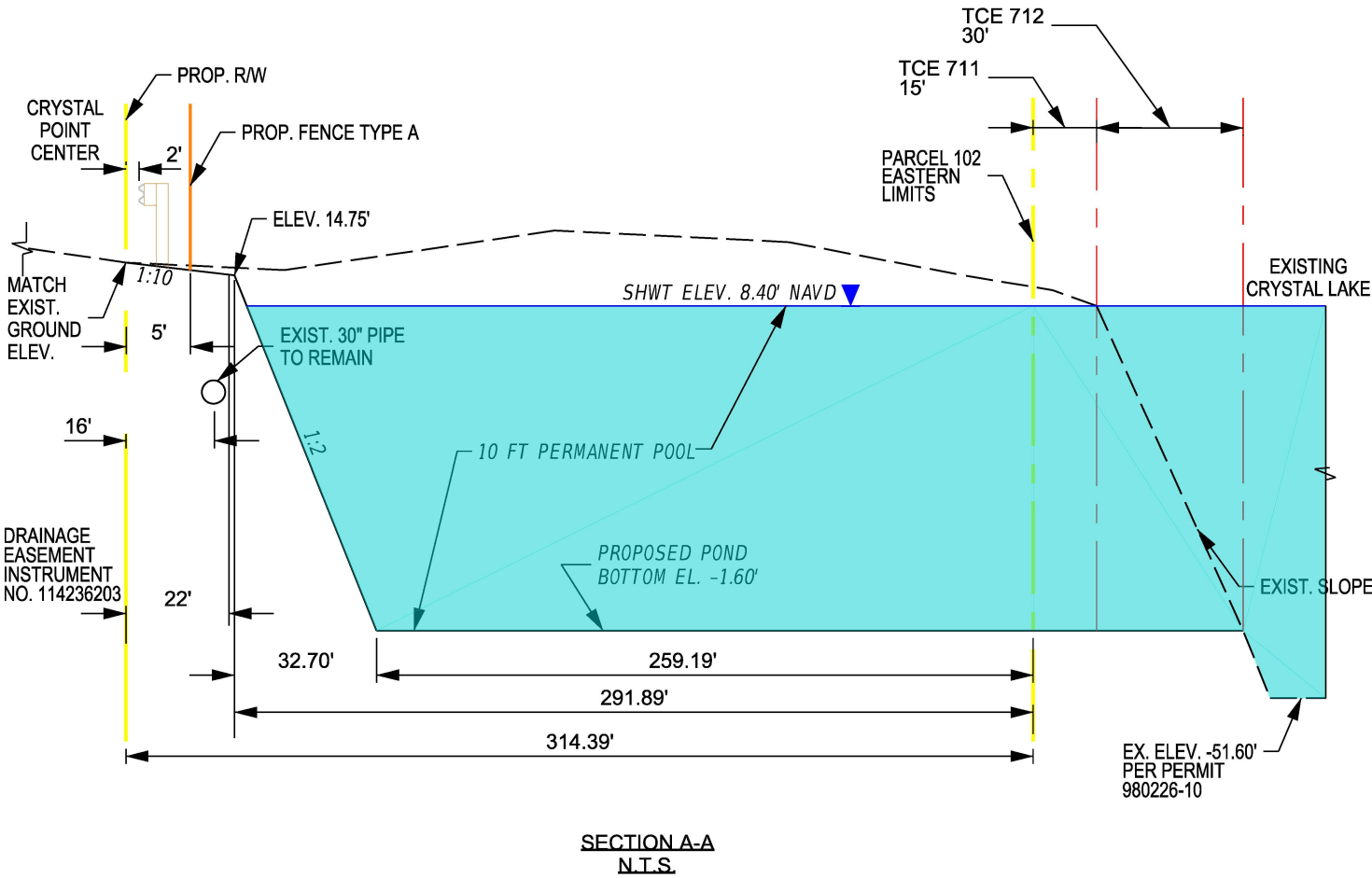
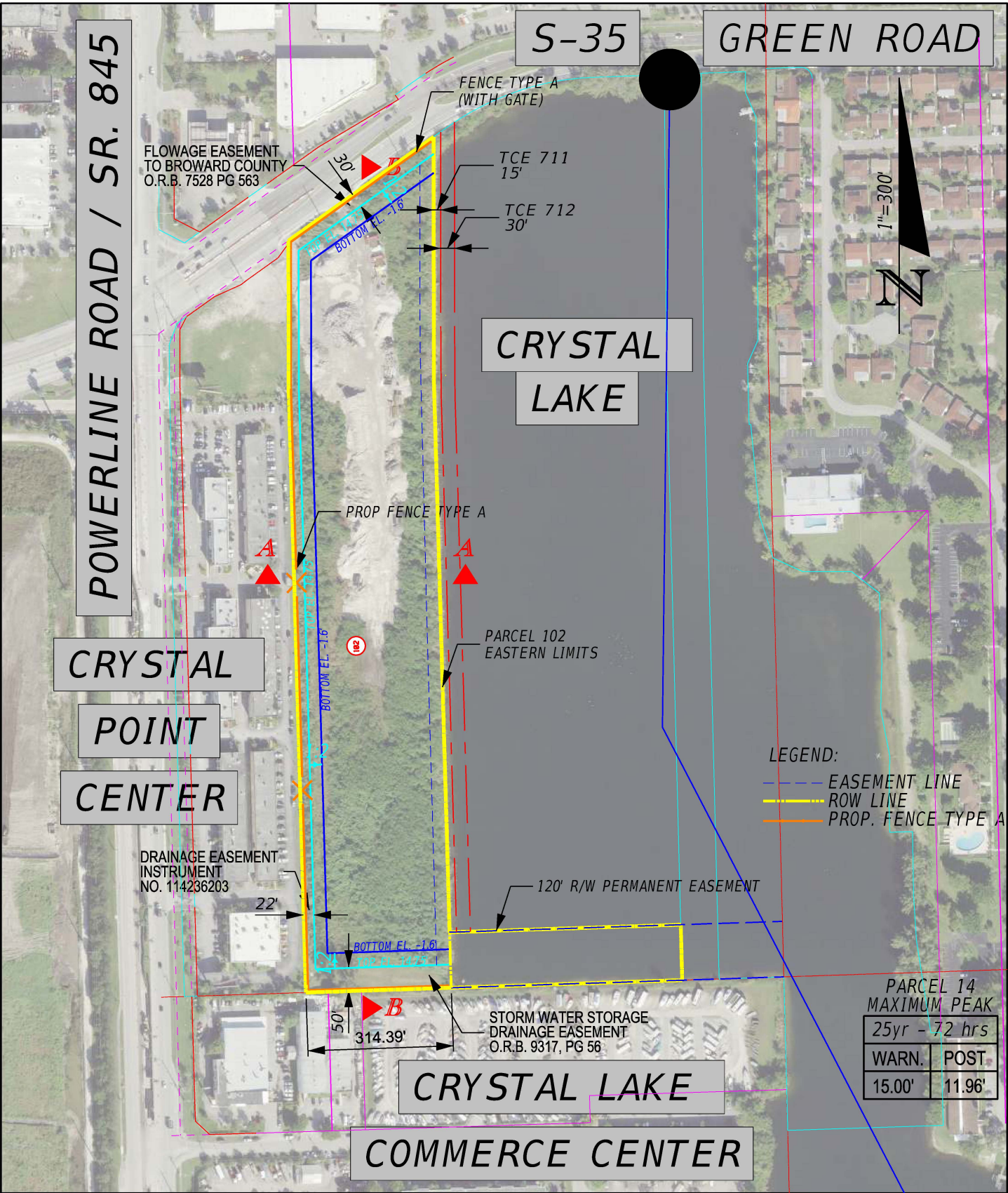
TITLE: SKETCH OF DESCRIPTION - EXHIBIT "F" TO DEVELOPER'S AGREEMENT

PROJECT: PORTION OF SECTIONS 10 & 15, TOWNSHIP 48 SOUTH, RANGE 42 EAST

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 Sunrise, Florida 33351
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DRAWN BY: VALENTINE
 APPROVED BY: ROSSI
 DATE: 4/04/01
 SCALE: 1" : 300'
 DRAWING NO.: 2001023A05C

SHEET
 NUMBER
 2 OF 2



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ROHAN A HAMEED, P.E. P.E. LICENSE NUMBER 56734 HDR ENGINEERING, INC 15450 NEW BARN ROAD, SUITE 304 MIAMI LAKES, FLORIDA 33014		
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
869	BROWARD	439891-1-52-01

CRYSTAL LAKE POND DETAIL	
SHEET NO.	
Page 173 of 239	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2321

Agenda Date: 1/23/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Vision Zero Master Plan and Vision Zero Action Plan to eliminate traffic-related fatalities and serious injuries within the City; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On March 7, 2023, the City Commission adopted Resolution 2023/045, which directed staff to develop a Vision Zero Master Plan for the City. The Vision Zero Master Plan is an evaluation of five years' worth of crash data from the City (2018 – 2022) identifying locations and causes of fatalities and serious injuries. The plan explains the goal of Vision Zero and its principles as well as provides recommendations in the form of strategies and actions in the Vision Zero Action Plan, which are the necessary steps needed to eliminate all crash related fatalities by the year 2050.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE VISION ZERO MASTER PLAN AND VISION ZERO ACTION PLAN TO ELIMINATE TRAFFIC-RELATED FATALITIES AND SERIOUS INJURIES WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 7, 2023, the City Commission adopted Resolution No. 2023/045 which supported the development of a Vision Zero Master Plan and directed staff to create the Plan based upon a comprehensive analysis of traffic deaths and injuries in the City of Deerfield Beach (the “City”), for future consideration by the City Commission; and

WHEREAS, in addition to the Vision Zero Master Plan, an Action Plan is required to implement the methods to increase safety for vehicles, bicycles and pedestrians; and

WHEREAS, City staff has created both the Vision Zero Master Plan and Vision Zero Action Plan, both attached as Exhibit “A”, (the “Plans”) which are based upon the evaluation of five (5) years of crash data between 2018 - 2022 from the City identifying locations and causes of fatalities and serious injuries; and

WHEREAS, the adoption of the Plans are in alignment with the new Safe Streets for All Federal Program that has recently awarded the Broward MPO \$5 million dollars to develop a Safe Streets and Roads for All Action Plan, and city staff is looking to align its traffic improvement goals with the Broward MPO in order to enable these resources to benefit the City; and

WHEREAS, the Plans set forth the goals for Vision Zero and its principles, as well as providing recommendations in the form of strategies and actions, which are the necessary steps needed to eliminate all crash related fatalities by the year 2050.

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 adopts the Vision Zero Master Plan and Vision Zero Action Plan, attached as Exhibit “A”.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



DEERFIELD BEACH VISION ZERO MASTER PLAN

SAFER STREETS FOR
DEERFIELD BEACH

January 2024
Resolution 2024-XX

LETTER FROM THE COMMISSION

The City Commission has recognized the systemic problem of traffic safety in our City. Collectively accepting that death due to a vehicle crash is commonplace or inevitable is not acceptable to this commission. We hope that like us, you believe that even one death on our roadways is too many. Traffic crashes impact our citizens, commuters, business owners and tourists who use our roadways every day of the year. That is why we are dedicated to developing strategies that aim to reduce and ultimately eliminate serious injuries and fatalities in the City of Deerfield Beach by the year 2050. Vision Zero requires that all roadway users are considered and that safety is prioritized over speed. Crashes are preventable and together, we can save lives. We hope that over the course of the next several years, our goal to zero fatalities in our City is achieved. Nevertheless, we all recognize that the only way we can reach this goal is through the collective understanding that Vision Zero is more than just a plan on paper or a motto. It is a complete change in how the City sees traffic safety, how we communicate with our residents, how we petition our county and state leaders and agencies and how we all share in the responsibility of achieving a vibrant, safe and resilient city that looks towards its future with plans for a safer tomorrow.



ACKNOWLEDGMENTS

The City of Deerfield Beach would like to thank all the members of the Transportation Working Group as well as the Broward Sheriff's Office, GIS staff and the Public Affairs and Marketing Department. Additionally, the City wishes to extend its gratitude to the Federal Highway Administration's Community Pairing Program, the City of Daly City, California and the County of San Mateo, California, who have provided countless resources and learning opportunities to prepare the City of Deerfield Beach to be a Vision Zero community.



THE TRANSPORTATION WORKING GROUP

The Transportation Working Group (TWG) is made up of the Planning & Development Services Department, the Environmental Services Department, the Community Services Department, the Finance Department and the Office of Public Safety. Collectively, members from each department meet on a regular basis to discuss transportation improvements in the City. The TWG will act as the Vision Zero sponsor internally to the City. Many other departments however will play a role in ensuring Vision Zero's success, such as the Sustainable Management Department, Human Resources, Public Affairs and Marketing Department and the GIS division of the Informational Technologies Department.



These design standards contain borrowed images from a variety of online sources and of City residents and employees. Since the images are being used for educational and not for profit purposes, including them is not prohibited under federal law pursuant to the Fair Use Doctrine. However, if there are additional grounds that would make any and/or all images subject to copyright infringement, please notify and the images will be removed immediately.

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Existing Documents

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22 Roadway Design and
Speed Management

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26 Next Steps:

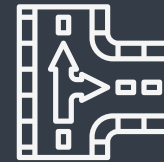
28 Vision Zero Action Plan

WHAT IS VISION ZERO

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all Vision Zero Network.

The Vision Zero approach only documents crashes that either caused serious injury or a fatality. It then evaluates what caused the crash in order to determine if a similar crash could be prevented in the future. This document will define and explain the elements and actions of the Vision Zero program so that the reader better understands the safe system approach to traffic management. Vision Zero uses a wide-range of tools to make this ambitious goal possible.

For the purpose of this plan, these tools have been broken into two categories which are roadway design and speed management, and education and enforcement.



The City has collected data on all serious injuries and fatalities over a five-year period (2018-2022) and with that data, created a High Injury Network (HIN) map to identify the roadways on which the crashes occurred. The goal of Vision Zero is possible with accountability, transparency and cooperation and with the collective acknowledgement of the values that Vision Zero brings to our community.

VALUES OF VISION ZERO

The City of Deerfield Beach collectively acknowledges the below values and evaluates the items set forth in the Vision Zero Action Plan based on these principles.



- Loss of life is not acceptable
- Loss of life is preventable
- Human life takes priority over other objectives of the road system.

• Roadways should be safe for all users, transportation types, and communities, for all ages.

- Acknowledge human errors and design forgiving roadways to prevent serious consequences.
- Design roadways for speeds that prioritize human life, as speed is a predictor of crash severity.



- Equity ensures safety is a priority for all
- Align government policies at all levels to prioritize safety.
- Address issues proactively to prevent recurrence

COORDINATION WITH EXISTING DOCUMENTS



The Vision Zero Master Plan builds upon the existing Deerfield Beach Complete Streets Guidelines and Final Implementation plan as complete streets are a safe systems approach to roadway safety. Additionally, the Vision Zero Master Plan aligns

Comprehensive Plan

Vision Zero initiatives further the objectives of the City Comprehensive Plan, by helping the City achieve compliance with the following policies:

- **Policy TE 1.1.194:** The City shall support and incorporate into the City's codes and standards the context sensitive placement of energy efficient illumination to promote pedestrian, bicycle and vehicular activity and safety without promoting light pollution.
- **Policy TE 1.4.11:** Monitor and coordinate with FDOT, Broward County and the MPO to participate in development of complementary bike and pedestrian facilities as part of all road improvement projects. The City will coordinate with FDOT District Four Pedestrian and Bicycle Safety Specialist regarding community outreach activities, highly visible enforcement (HVE) efforts with local law enforcement agencies, and resources available to address pedestrian and bicycle safety education and enforcement.
- **Policy TE 1.4.13:** Maintain high profile enforcement of both vehicular and non-vehicular driving laws with the primary objective being neighborhood safety and driver/pedestrian education to reduce accidents, pedestrian injury/fatalities and maintain neighborhood quality of life. The City will coordinate with FDOT, including the District Champion for Pedestrian and Bicycle Safety, on efforts to reduce injury and fatalities for pedestrian and bicyclists in the City.



itself with existing programs such as the Florida Department of Transportation's (FDOT) Target Zero Program and the Broward Metropolitan Planning Organization's (MPO) upcoming Safety Action Plan. Vision Zero practices will be incorporated in

upcoming documents such as the N.W. Area Improvement Plan, the Central City Corridor Plan, and County Wide A1A Multimodal Study.



City Strategic Plan

On October 13, 2023, the City of Deerfield Beach adopted its 2023-2028 Strategic Plan. The City Vision is to have a vibrant, safe and resilient smart city working collaboratively with its community and providing exceptional value in local government services. Among the many goals of the strategic plan are enhancement of curb appeal city wide, alternative enforcement of public safety activities, school speed zone enforcement and long-term investment in infrastructure to support quality of life enhancements and economic development. These goals are supported through Vision Zero initiatives and assist in the key priorities of lifestyle quality, modernization of city processes and infrastructure.

COMMITMENTS



Shared Responsibility

The City of Deerfield Beach is committed to eliminating all severe injuries and traffic fatalities by 2050. In order to make this possible, the City of Deerfield Beach, its elected officials, city employees, residents and business owners are essential to inspiring change so that improvements can be made and crashes can be prevented. This means that there is shared responsibility in putting a safe road into place for all road users. The City recognizes that it does not have full control over every roadway within its borders and therefore, seeks the collective voice of all City stakeholders in sharing the needs of the City with Broward County, the Broward MPO and the Florida Department of Transportation to ensure Vision Zero practices are realized and our collective goal of a safe city is achieved. The City of Deerfield Beach recognizes the importance of prioritizing safety for all roadway users and is committed to work with County and State agencies to encourage better design of roadways with safety for all users in mind.



Public Health

The U.S. Department of Transportation reports that car crashes annually rank in the top 10 causes of death in the United States. With car crash being the leading cause of death for those 8-24 years old. Additionally, Florida is the second most dangerous state in the country for pedestrians. Eight of the top 20 most dangerous metropolitan areas for pedestrians are in the State of Florida. The Miami-Fort Lauderdale-West Palm Beach area, where Deerfield Beach resides, is ranked as the 14th most dangerous metro area for pedestrians nationwide and the 6th most dangerous in Florida. Improving these statistics should be considered not just a community issue, but a state-and nation-wide priority. Road safety is a public health concern and should therefore be seen as priorities to capital improvement projects and S.H.A.R.P. initiatives. Communication with County and State agencies is also essential for future improvements to road safety. *See figure 01 and figure 02 on following pages.*



Emergency Services

As with the adoption of the Complete Streets Guidelines in 2013, Vision Zero recognizes the importance of ensuring that emergency services are not hindered by improvements to roadways. Emergency vehicles will always be considered in traffic design so that concerns related to congestion, traffic calming, width of roadways and bypassing vehicles will not increase response times. Emergency Services are generally unaffected by Vision Zero improvements and as action items are applied, the demands on emergency services will decrease with the reduction in overall crashes in the City.



Equity

Vision Zero utilizes data analysis and public input to determine locations on the High Injury Network that need to be improved. However, recognizing that community input often comes with barriers, such as language, accessibility, lack of trust, technology, and inconsistent outreach. The Master Plan and the Action Plan are commitments to City residents that seek input from everyone impacted with traffic safety. Community dialogue must occur to discuss the programs and opportunities it can bring to neighborhoods. As we discover the potential of crash data to enhance roadways, investing in outreach for comprehensive resident input is crucial for the program's future success.

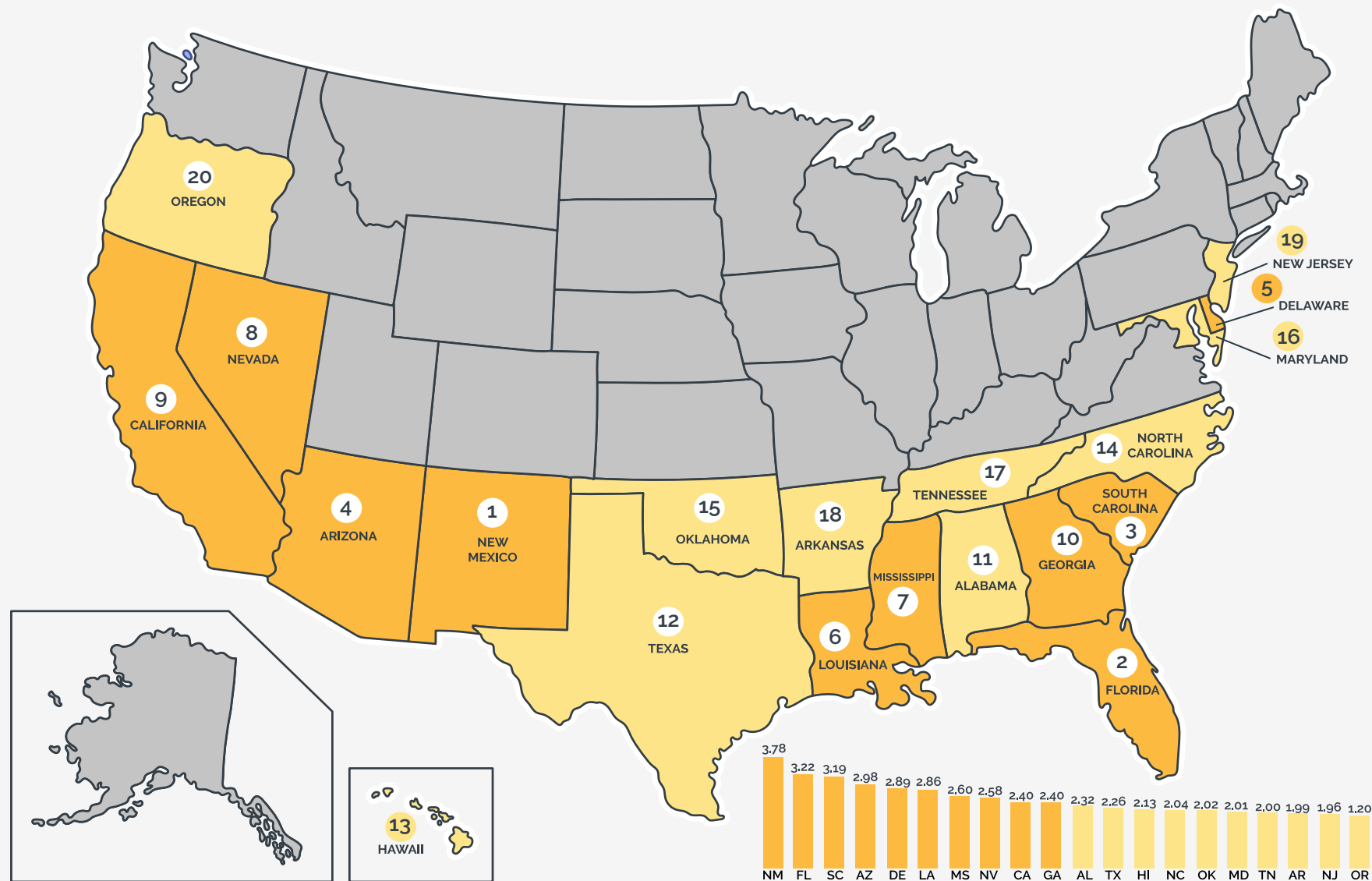


Public Involvement

The Vision Zero plan requires that we all become ambassadors of safety. Outreach to the public is a vital component of the Action Plan. Over the course of the next few years, the City will grow its outreach in communication with the Vision Zero logo and safety messaging. Improvements to roadways will require public engagement. The goal of zero fatalities by 2050 cannot be achieved with just improvements made by the City. It can only be achieved through a collective effort by everyone who recognizes the need to save lives. This is why the City is committed to making residents, business owners and other City stakeholders a part of the Vision Zero program.

Top 20 Most Dangerous States for Pedestrians (2016-2020)

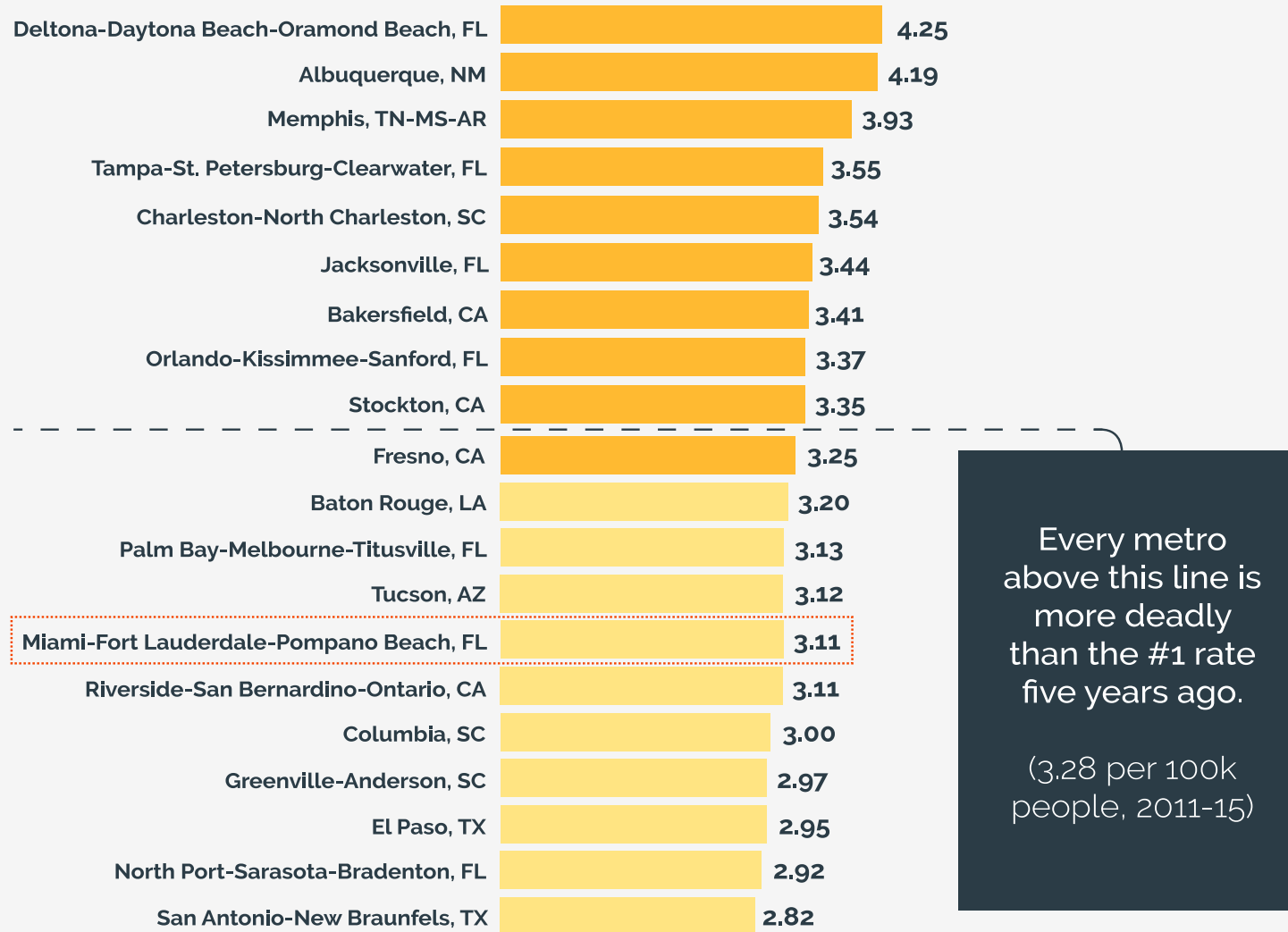
Figure 01



2016 - 2020 Average yearly deaths per 100k people.

Source: Smart Growth America/National Complete Streets Coalition

Figure 02



2016-2020 Average yearly deaths per 100k people

Source: Smart Growth America/National Complete Streets Coalition

DATA ANALYSIS

Traffic data for serious injuries and fatalities was provided to the City by the Broward Sheriff's Office from 2018 – 2022. This five-year data set is the beginning analysis for improvements for the City. Crashes that occurred on the I-95 corridor, were excluded from the data set and in the future crashes that may occur along the proposed direct connection from I-95 to the Sawgrass Expressway will also be excluded. Each year, the City will collect the previous year's data and move forward with a new five-year data set. These data sets will be used to create a High Injury Network (HIN) map. The HIN shows the approximate location of all serious injury and fatality crashes. In order to provide this information to the public, the City will create a Vision Zero dashboard on the City website with an interactive display map, utilizing Geographic Information Systems (GIS) software. The dashboard will have additional information, such as links to the Vision Zero Master Plan

and Action Plan. The City recognizes that not every serious injury or fatality report is complete with all necessary data. This is because crashes may still be undergoing investigation, and information specific to these incidents are not available. The City of Deerfield Beach seeks to work with the Broward Sheriff's Office in collecting consistent data every year, but it should be noted that while data will not always be complete, the analysis of the collected crash reports are evaluated regardless.

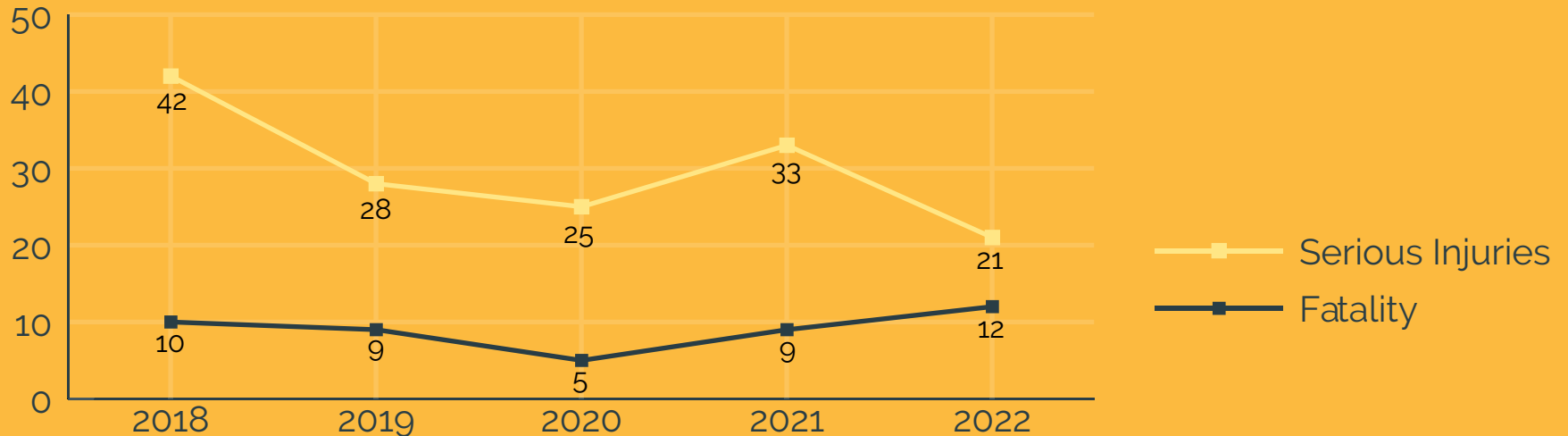
In full review of the five-year data, it is evident that the effects of COVID-19 are present, as the 2020 and 2021 totals are substantially less than the 2018, 2019 and 2022 data years. The anomaly of the 2020 and 2021 data set years should not be dismissed outright, but are nevertheless inconsistent with other years as serious injuries and fatalities have increased since COVID-19 restrictions have been

lifted. It is expected that the 2023 data set and even the 2024 data set will be consistent with 2018, 2019 and 2022 years and that the five-year average of crashes for the City of Deerfield Beach will increase in the near future. It is not until significant improvements to the Vision Zero Action Plan are implemented, that the five-year average will see a reduction.

Analysis of all data was created with four crash variables, these were crashes by automobile, motorcycle, pedestrian and bicyclist. Each incident was also categorized into multiple causes determined as best as possible by the data set provided. These causes were Speeding, Reckless Driving, Impairment, Distraction, Mechanical, Environment and Driver Health. Incomplete data was not incorporated into crash cause, which is why the total number of causes does not equal the total number of incidents documented in the data-set.

Traffic Deaths and Serious Injuries in Deerfield Beach

Figure 03



Speeding

The crash was a result of exceeding the speed limit.



Impairment

The crash was a result of the influence of drugs or alcohol.



Distraction

The crash was a result of not being aware of surroundings.



Mechanical

The crash was a direct result of the vehicle.



Reckless Driving

The crash resulted from a traffic violation, such as running a red light, illegal maneuver, abrupt lane change, or other unlawful actions.



Environment

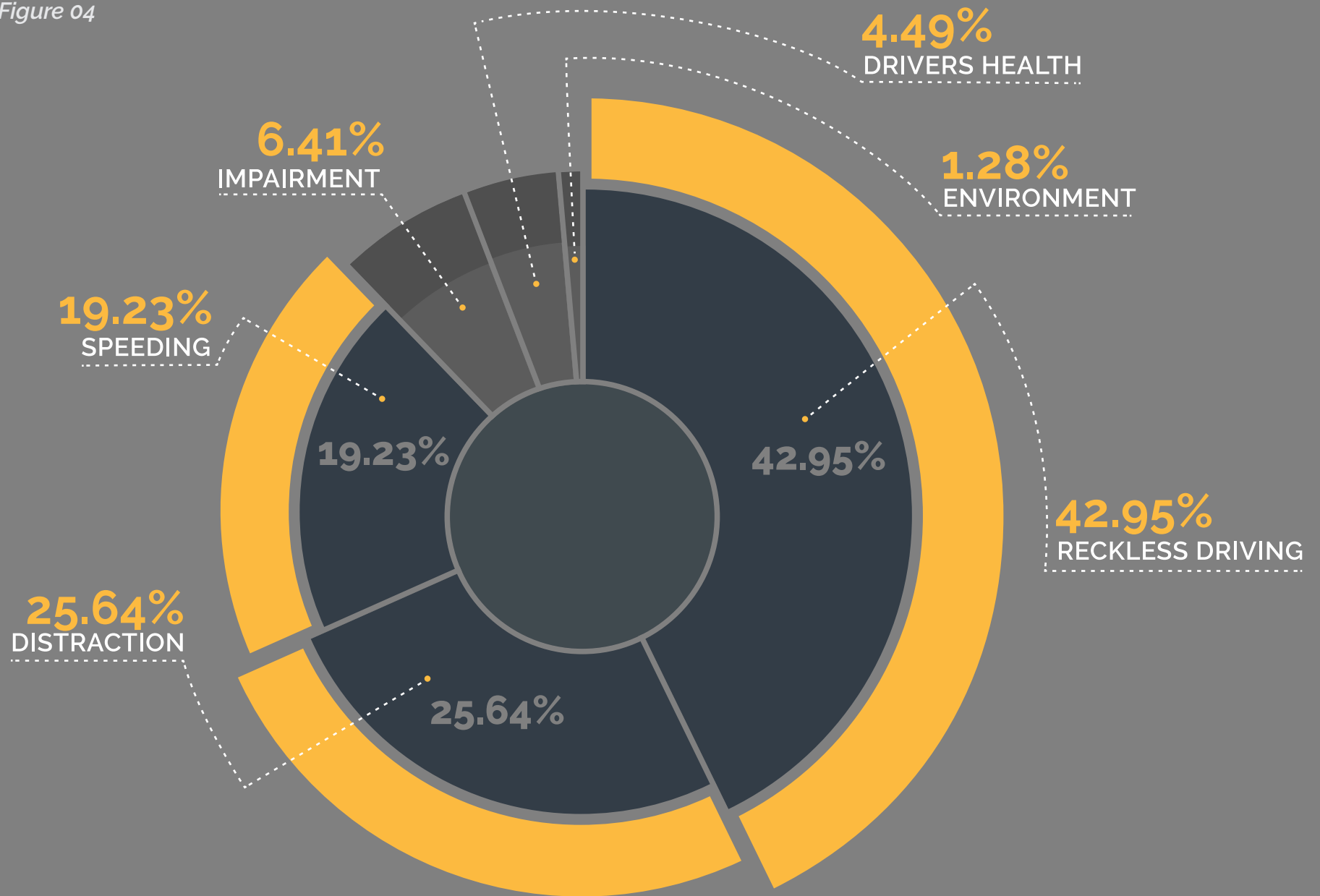
The crash was a result of an external factor such as heavy rain, bright sun or darkness.



Driver Health

The crash was a direct result of something that happened to the driver prior to the crash such as a heart attack.

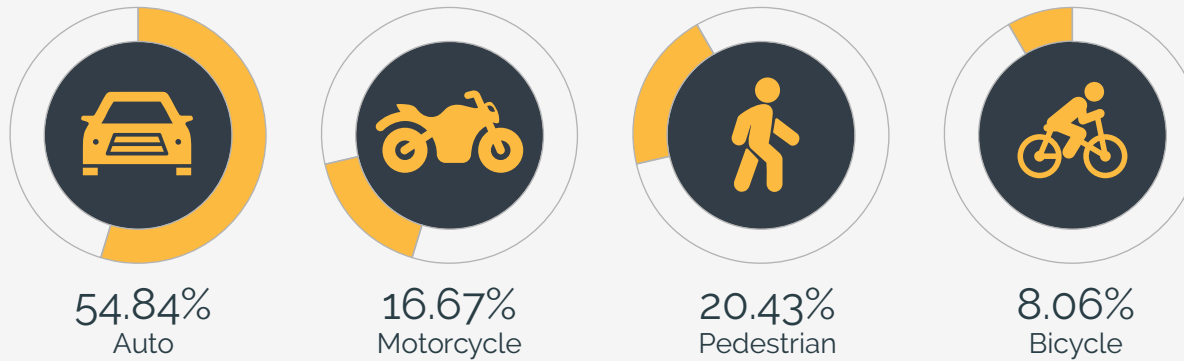
Total Crashes by Type
Figure 04



Source: Broward Sheriff's Office

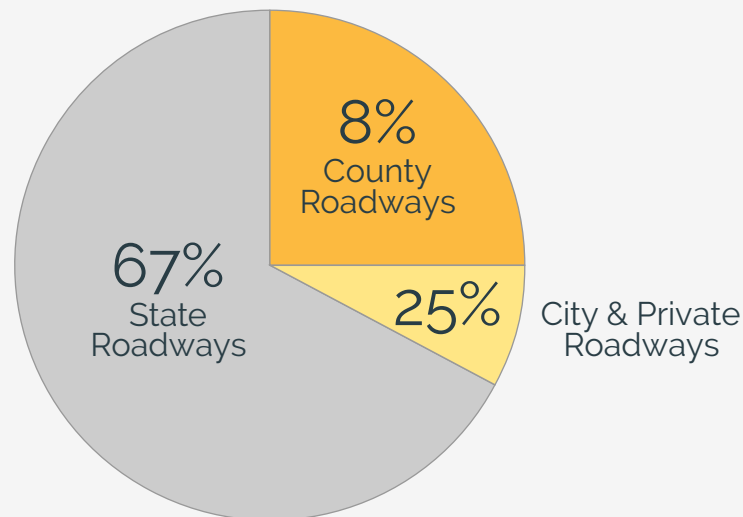
Total Crashes by Mode

Figure 05



Total Crashes by Roadway Ownership

Figure 06



Source: Broward Sheriff's Office

Over a span of five years, 2018–2022, there were a total of 45 fatalities and 149 serious injuries.

58%

of pedestrian crashes occurred at night

60%

of reckless driving crashes occurred in the daytime

62%

of all impairment crashes occurred at nighttime

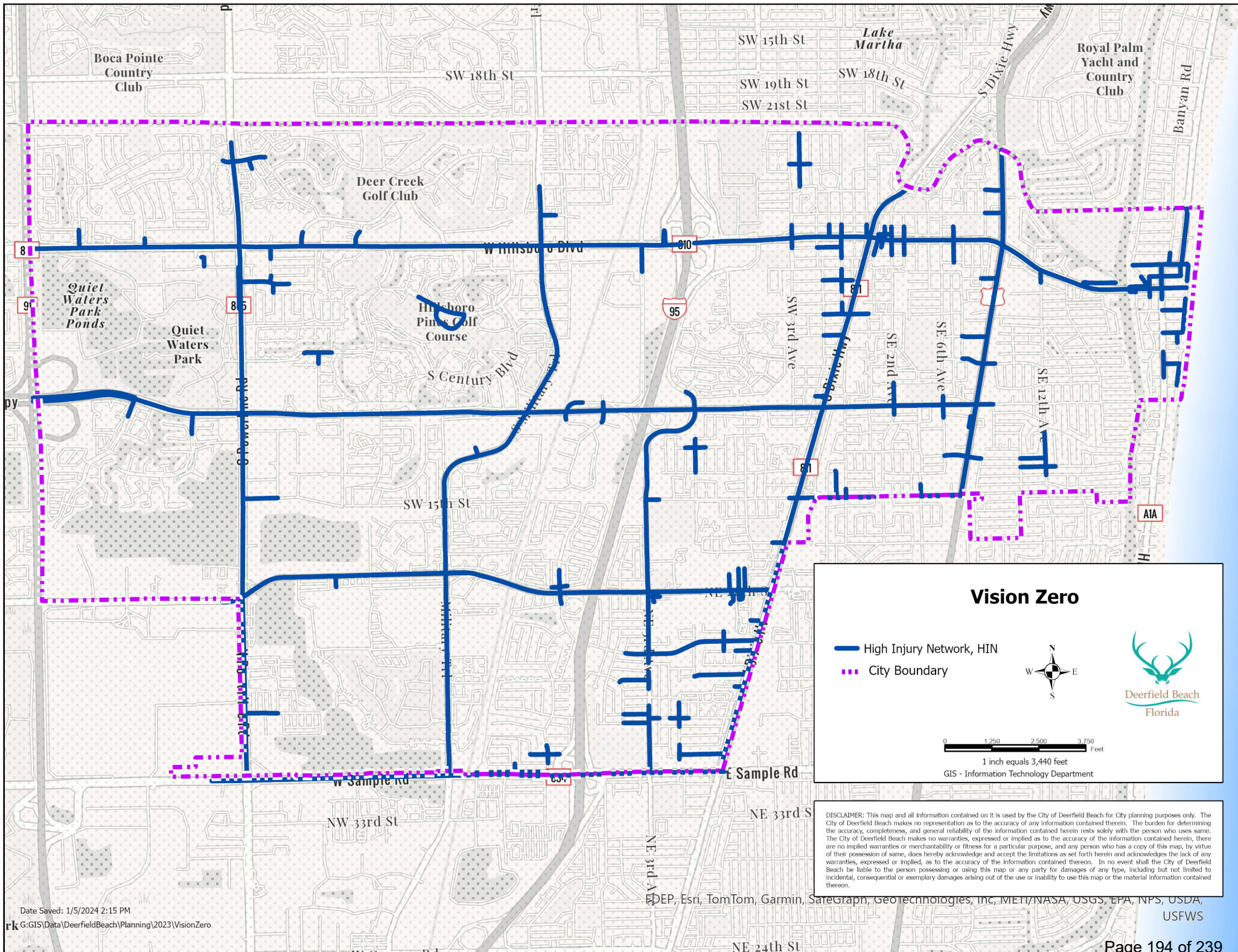
1/3

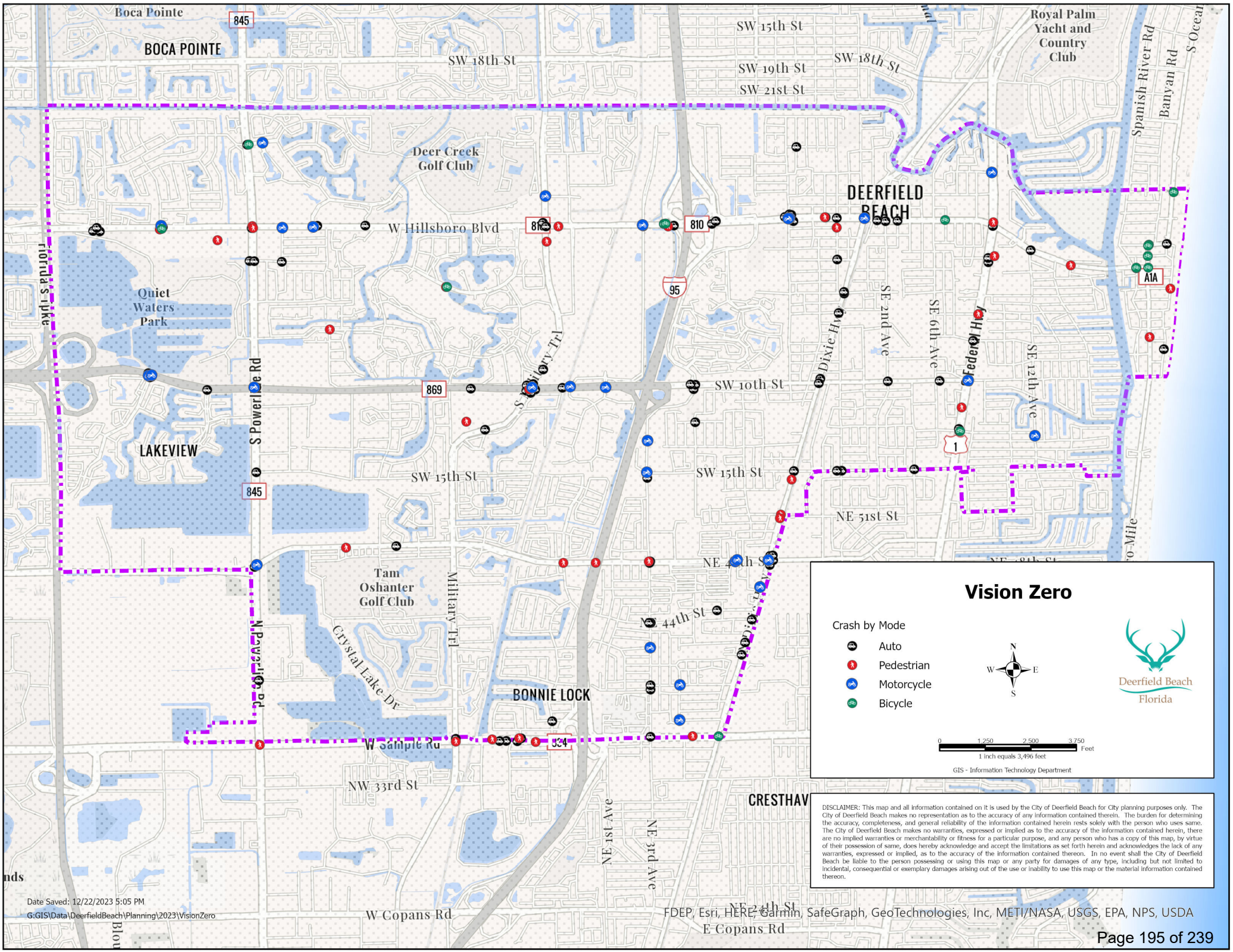
of pedestrians involved in a crash will not survive

90%

of all crashes occurred under dry roadway conditions

Hillsboro Blvd is the most dangerous road in the City, with 45 crashes in the past five years.





Vision Zero

- Crash by Mode
- Auto
 - Pedestrian
 - Motorcycle
 - Bicycle



0 1,250 2,500 3,750 Feet
1 inch equals 3,496 Feet

GIS - Information Technology Department



DISCLAIMER: This map and all information contained on it is used by the City of Deerfield Beach for City planning purposes only. The City of Deerfield Beach makes no representation as to the accuracy of any information contained therein. The burden for determining the accuracy, completeness, and general reliability of the information contained herein rests solely with the person who uses same. The City of Deerfield Beach makes no warranties, expressed or implied as to the accuracy of the information contained herein, there are no implied warranties or merchantability or fitness for a particular purpose, and any person who has a copy of this map, by virtue of their possession of same, does hereby acknowledge and accept the limitations as set forth herein and acknowledges the lack of any warranties, expressed or implied, as to the accuracy of the information contained thereon. In no event shall the City of Deerfield Beach be liable to the person possessing or using this map or any party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use this map or the material information contained thereon.

SAFE SYSTEM APPROACH

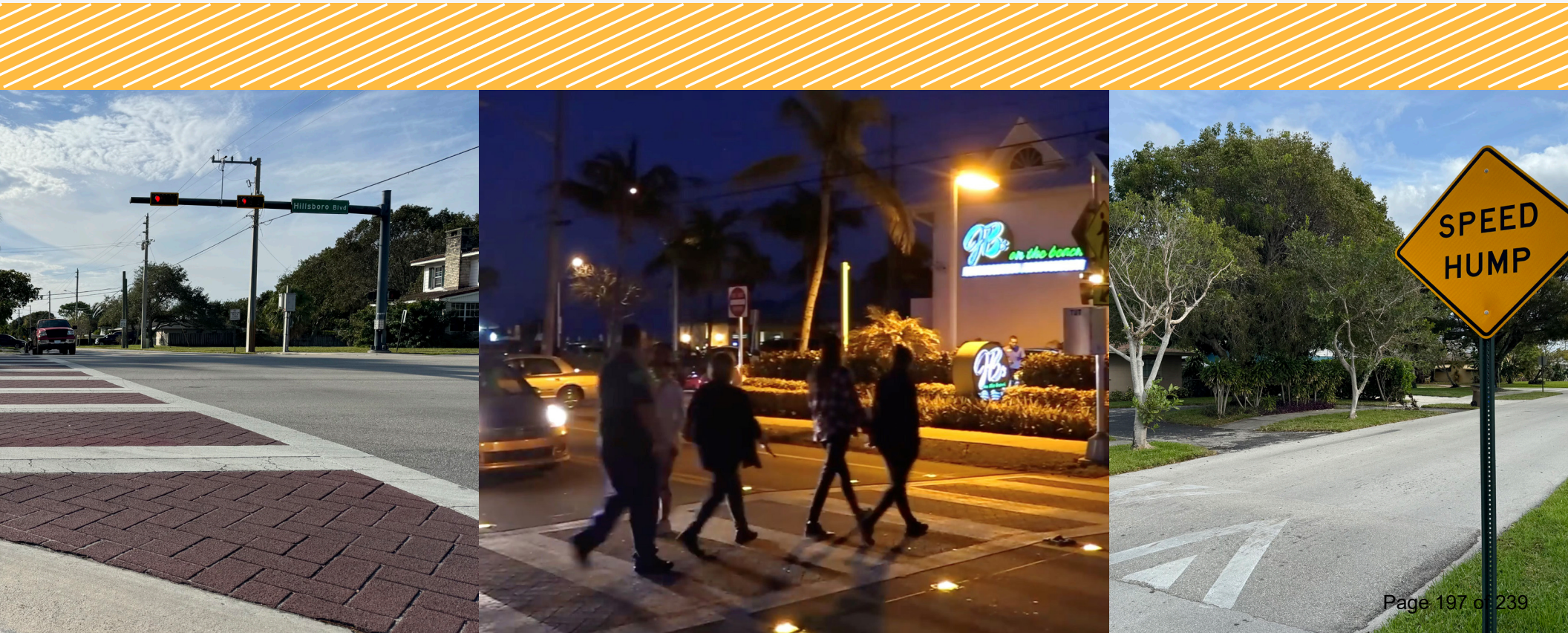


Addressing why individuals choose to disobey traffic rules and jeopardize safety is beyond the scope of this document. However, Vision Zero aims to establish safe systems that discourage risky behavior and promote adherence to traffic laws, speed limits, and safe



conduct. Focusing on road user behavior is crucial for enhancing safety. Vision Zero recognizes human errors but advocates for measures to prevent fatalities or serious injuries. The Safe System Approach involves Roadway Design and Speed Management, as well as

Education and Enforcement. The Vision Zero Action Plan will provide a more detailed explanation to each Action Item, the following is an explanation to each category and examples of what actions they entail.



ROADWAY DESIGN AND SPEED MANAGEMENT

The primary goal of roadway design is to deter unsafe driving behaviors, such as reckless driving and speeding, as it significantly influences driver conduct. Contrary to common belief, simply reducing the posted speed limit may not alter driver behavior. Road features like straight paths, wide lanes, minimal landscaping, and infrequent stops can empower drivers to make risky decisions, contributing to speeding and recklessness. Roadways with narrow lanes, curves, medians, and landscaping require heightened driver focus. The primary goal of roadway design is to discourage unsafe behaviors like reckless driving, distraction, and speeding. A five-year data analysis reveals that reckless driving (43%), distraction (26%), and speeding (19%) contribute to 88% of serious crashes. Vision Zero aims to foster uniform vehicle behavior through street design improvements, not to reduce speeds below limits or hinder safety vehicles. It's essential to prioritize safe access for pedestrians and bicyclists in roadway designs.



ROADWAY DESIGN AND SPEED MANAGEMENT ACTION ITEM EXAMPLES

One of the most important action items is to create a city-wide improvement strategy. This systemic safety plan will entail improvements to the roadways for all users and provide new roadway templates and typical section details that can be used to improve local roads, better communicate city desires with County and State agencies and provide private developers the information that they need to build within our City. Examples of improvements to roadways are high visibility crosswalks, ADA upgrades, pedestrian lighting and buffered bike lanes.

Additionally, the City will create quick build strategies so that low-cost temporary improvements can be explored prior to spending money for permanent improvements. Examples of quick build strategies include painting and striping and temporary obstructions such as delineators that can curb traffic to the correct pattern.



EDUCATION AND ENFORCEMENT



Education for Vision Zero is promoting a culture of safety and community support. To work to instill the belief that safety is a right for all roadway users. This city-wide mindset is far-reaching and will take time to gain footing. Community support cannot be achieved without public input and the City of Deerfield Beach is committed to listening to the needs of its residents. The City will continue to gather input through online and paper surveys and through public meetings and workshops. Vision Zero offers an opportunity to boast that Deerfield Beach is a safe city. This helps the city lure tourists, businesses and families to our community. For these reasons, the City will implement action items to create a long running educational and outreach campaign to bolster Vision Zero practices and initiatives.



The goal of traffic enforcement is to ensure safety for all roadway users. Enforcement reduces speeding and speed related crashes. The reality is that continuous traffic enforcement is not a sustainable solution to roadway safety as police officers cannot be on all roadways, at all times of day to curb dangerous behavior. Vision Zero and the safe systems approach looks for alternatives to this primary means of roadway defense and encourages better roadway design to curb dangerous behavior. Designing roadways to be safer can reduce the need to rely on law enforcement to continually monitor roadways for traffic infractions and can allow the Broward Sheriff's Office to target the most dangerous segments of the High Injury Network.

EDUCATION & ENFORCEMENT ACTION ITEM EXAMPLES

Sustained education plays a crucial role in promoting Vision Zero, disseminated through social media campaigns, the Vision Zero online dashboard, engagement in schools, with employees, residents, and private companies pledging support. Establishing a network of Vision Zero ambassadors dedicated to championing the program is a key action item to embed the safe system approach in the community.

While traffic tickets remain a tool to address speeding and reckless driving, they shouldn't be the sole focus. Leveraging emerging technologies is essential for Broward Sheriff's Office enforcement. For instance, the school monitoring program provides automated enforcement to deter speeding. Vision Zero endorses High Visibility Enforcement (HVE), employing tools like electronic message signs, "your speed" signs, flyers for motorists, and marked vehicles with safety messaging. These practices enhance awareness for all motorists, contributing to a perceived risk of law enforcement action and reducing unsafe driving behavior.

THE TRAIN IS FASTER THAN YOU THINK.



May 22nd - June 5th

One of the safest choices drivers and passengers can make is to buckle up. Many Americans understand the lifesaving value of the seat belt – the national use rate was at 91.6% in 2022. Seat belt use in passenger vehicles saved an estimated 14,955 lives in 2017. Understand the potentially fatal



NEXT STEPS: VISION ZERO ACTION PLAN AND ANNUAL REPORT CARD

This Master Plan is this public document that explains the Vision Zero concept, the Safe Systems Approach and the data framework that will be used to better understand why and how crashes occur. The appendix to this document is the Vision Zero Action Plan, which describes a series of strategies that are necessary to complete in order to achieve the ultimate goal of zero traffic deaths by 2050. The Action Plan is essentially the roadmap that will lead the city towards its goal. Some action items can be achieved quickly and some could take decades. Many action items will have no cost or impact to the City, while others must be part of the annual budget or the Capital Improvement Plan. The City will seek grant opportunities where available and will coordinate with Broward County, the Broward MPO and FDOT, where possible to segment costs for improvements as appropriate. Additionally, an annual update to the progress of Vision Zero will come in the form of a report card, provided to the City Commission each year. This report card will document the achievements of the year prior and discuss proposed improvements for the upcoming year. Adoption of these plans do not assure overnight success. Achieving the goal of zero serious injuries and fatalities in the City of Deerfield Beach by 2050 can only be achieved through consistent annual action, coordination and cooperation. Advocacy of Vision Zero by key stakeholders such as elected officials, city staff, residents and business owners will be a key factor to its success.

Together, we make the goal of Vision Zero possible.



DATA COLLECTION



CULTURE OF SAFETY



EDUCATION AND OUTREACH



PUBLIC COMMITMENT





DEERFIELD BEACH VISION ZERO ACTION ITEM PLAN

SAFER STREETS FOR
DEERFIELD BEACH

| January 2024

APPENDIX A: ACTION ITEM PLAN

The following action items have been categorized into specific strategies to help guide efforts to meet the goal of zero traffic fatalities by 2050. Each strategy is a way to measure the progress of the Vision Zero Plan. Individual action items have a title, description, responsible departments and an estimated time frame for completion. Furthermore, each action item provides a potential funding source if needed.

1

Strategy 1

Data Collection

2

Strategy 2

Culture of Safety Creation

3

Strategy 3

Culture of Safety Implementation

4

Strategy 4

Culture of Safety Education

5

Strategy 5

Culture of Safety Outreach

6

Strategy 6

Public Commitment

STRATEGY 1: DATA COLLECTION

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
Analytics	Establish uniform criteria to evaluate crashes on an annual basis.	Low - Staff Time
Project Identification	Annually identify roadway improvement projects based on the HIN map.	Low - Staff Time
Underserved Communities	City Staff will evaluate the High Injury Network within underserved communities and perform an equity analysis with future annual data.	Low - Staff Time
Continuing Research	Create an evaluation metric for Vision Zero roadway improvements with before and after conditions to measure success.	Low - Staff Time
Smart Traffic Management	Evaluate smart traffic management systems software for city and law enforcement use.	Moderate

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

0 - 12 Months



Public Safety

Planning & Development

1 - 3 Years



Transportation Working Group (TWG)

TWG

1 - 3 Years



Community Services

1 - 3 Years



Transportation Working Group (TWG)

3 - 5 Years



Transportation Working Group (TWG)

Public Safety • Information Technology

STRATEGY 2: CULTURE OF SAFETY CREATION

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
Vision Zero Task Force	The Transportation Working Group will be responsible for monitoring Vision Zero progress measures, identify city departments to help complete action plan item improvements, and submit Vision Zero grant funding applications when applicable.	Low - Staff Time
City-Wide Improvement Strategy	Develop a data driven city-wide Improvement strategy that will include proven safety countermeasures for all roadways for future improvements. This includes improvements for drivers as well as low stress multi-modal improvements for vulnerable roadway users to improve bus systems, sidewalk connectivity, pedestrian and bicycle safety.	Low Cost
Update Engineering Design Manual	Update the engineering design manual for new roadway templates and create typical section details and best practices for multimodal, pedestrian and bicycle safety.	Low Cost
Update Traffic Calming Manual	Expand Traffic Calming Manual to incorporate Vision Zero concepts.	Low Cost
Context Classification Evaluation	Evaluate the 2024 FDOT Design Manual for change to context classifications of roadways within the City and to allow for appropriate flexibility for design.	Low Cost

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

Continuous



Transportation Working Group (TWG)

1 - 3 Years



Transportation Working Group (TWG)

1 - 3 Years



Environmental Services

1 - 3 Years



Planning & Development Services

Environmental Services

1 - 3 Years



Planning & Development Services

Environmental Services

CONTINUED: Strategy 2 Culture of Safety Creation

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
Create a Quick Build Tool Book	Create a quick build tool book for temporary safety installations.	Low Cost
Local Road Safety Plan	Develop a plan to implement proven safety countermeasures on roadways maintained by the City of Deerfield Beach through quick build and capital improvement projects.	Low Cost
Code Updates	Review and Evaluate the Land Development Code and City Code of Ordinances for opportunities to achieve Vision Zero goals.	Low - Staff Time
Future Policies, Plans and Standards	Include Vision Zero goals and safe system approach where relevant, in future policy documents and the comprehensive plan.	Low - Staff Time

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

1 - 3 Years



Transportation Working Group (TWG)

1 - 3 Years



Transportation Working Group (TWG)

Environmental Services

0 - 12 Months



Planning & Development Services

Environmental Services

3 - 5 Years



Planning & Development Services

Environmental Services

STRATEGY 3: CULTURE OF SAFETY IMPLEMENTATION

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
High Visibility Enforcement Strategies	Use data driven technology to facilitate city wide enforcement strategies prioritizing speed enforcement in areas with high incidents.	Low Cost
Street Resurfacing	City Staff to review future street resurfacing projects to include of low-cost safety improvements.	Moderate Cost
Automated Enforcement	Identify and expand opportunities for automated enforcement of city streets, with coordination from BSO and Broward County.	Moderate Cost
Rapid Response Program	Evaluate the creation of a Rapid Response Program/Fatal Crash Review Board.	Low - Staff Time
Maintenance of Traffic	Make readily available a standard MOT detail for all city workers and private workers using right of way. Create a citation process for violators.	Low - Staff Time

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

1 - 3 Years



Public Safety

Transportation Working
Group (TWG)

Continuous



Environmental Services

Continuous



Public Safety

3 - 5 Years



Public Safety

Transportation Working
Group (TWG)

0 - 12 Months



Environmental Services

Public Safety • Park & Recreation

CONTINUED: Strategy 3 Culture of Safety Implementation

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
Safe Vehicle Training	City Staff to provide training on the safe operation of City vehicles to City employees.	Low - Staff Time
Road Safety Audits	Request where necessary, road safety audits on Department of Transportation roadways to warrant design changes.	Moderate Cost
Fleet Modernization	City Staff, as a part of the City's regular vehicle replacement program, will evaluate reasonable and proven safety upgrades for new vehicle purchases and retrofit existing vehicles with safety features when practical.	Low - Staff Time

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

1 - 3 Years

Human Resources

5+ Years

Transportation Working Group (TWG)

Continuous

Sustainable Management

STRATEGY 4: CULTURE OF SAFETY EDUCATION

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
Construction Signage	Brand standard details for construction signage with Vision Zero logo and create narratives for better public understanding.	Low Cost
School Safety Speed Program	Provide education and outreach on school zone safety and protocol.	Low - Staff Time
School Education	Develop classroom materials for spreading awareness of Vision Zero to K-12 students and/or start a Vision Zero youth ambassador program.	Low Cost
Vision Zero Webpage	Add the Vision Zero Master Plan, Action Plan and annual report cards to the city website and create a public dashboard with detailed map and analysis updated annually.	Low - Staff Time
Public Outreach / Coordination of Campaigns	City Staff to develop advertising campaign material to be distributed with targeted social media, and other public outreach avenues in coordination with other agencies safety messages.	Low - Staff Time

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

1 - 3 Year



Transportation Working Group (TWG)

Environmental Services

1 - 3 Years



Public Safety

1 - 3 Years



Transportation Working Group (TWG)

Community Services

0 - 12 Months



Transportation Working Group (TWG)

Information Technology Services

0 - 12 Months



Planning & Development Services

Environmental Services

STRATEGY 5: CULTURE OF SAFETY OUTREACH

Action Item	Description	Cost Analysis Low \$25k↓- Mod \$100k↓- High \$100k↑
Broward County Traffic Meetings	Hold quarterly meeting with Broward County to discuss serious and fatal traffic crashes that have occurred in the past quarter.	Low - Staff Time
Field Personnel	Interview city field personnel, including police officers and maintenance /operational staff to provide feedback and suggestions to improve safety on city streets.	Low - Staff Time
Private Outreach	Partner with private businesses and local non-profit groups to have them take a Vision Zero Pledge and to provide training to their employees on safe driving.	Low - Staff Time
Succession Planning	City Staff will include a discussion of the cities Vision Zero program as a part of his/her orientation for newly elected City officials.	Low - Staff Time

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

Continuous



Transportation Working Group (TWG)

0 - 12 Months



Transportation Working Group (TWG)

3 - 5 Years



Planning & Development Services

Public Affairs & Marketing

Continuous



Transportation Working Group (TWG)

Transportation Working
Group (TWG)

CONTINUED: Strategy 5 Culture of Safety Outreach

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
Ambassador & Stakeholder Identification	City Staff will continue to engage the public for potential ambassadors and stakeholders to achieve stated Vision Zero goals.	Low - Staff Time
Cooperation with Other Agencies	City Staff will coordinate and collaborate with BSO, Broward County Transit, Broward MPO and State agencies where applicable to further the Vision Zero Action Plan for the City.	Low - Staff Time
Public Feedback	Collect public comment and include additional implementation tasks to the Vision Zero Action Plan on an annual basis where applicable.	Low - Staff Time
Public Engagement	Speak to all public boards and in public meetings within the first year to communicate the Vision Zero Master Plan and Action Plan.	Low - Staff Time
Vision Zero Logo	Create a Vision Zero logo for use in public awareness campaigns.	Low - Staff Time

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

Continuous



Transportation Working Group (TWG)

Continuous



Transportation Working Group (TWG)

Continuous



Transportation Working Group (TWG)

0 - 12 Months



Transportation Working Group (TWG)

0 - 12 Months



Transportation Working Group (TWG)

Public Affairs & Marketing

STRATEGY 6: PUBLIC COMMITMENT

Action Item	Description	Cost Analysis Low \$25k↓ - Mod \$100k↓ - High \$100k↑
Adoption of Vision Zero Action Plan	City Commission will approve a resolution to adopt the Vision Zero Action Plan.	Low - Staff Time
City Commission Pledge	City Commission will adopt a resolution to publicly commit to an eventual goal of zero roadway fatalities and serious injuries by 2050.	Low - Staff Time
CIP Project Focus	City Staff will add a new logo identifier in the Capital Improvement Program (CIP) book for all projects for roadway safety improvements.	Low - Staff Time
Project Submittal	City Staff will identify capital projects, low cost projects and quick build projects based on the HIN map.	High Cost
Annual Update	Vision Zero Coordinator(s) to monitor Vision Zero Action Plan and update document annually through resolution.	Low - Staff Time
Impact Fees	Evaluate the possibility of a roadway impact fee to forward Vision Zero initiatives.	Low Cost
Annual Report Card	Create an annual report card for each year to be presented to the City Commission every January.	Low - Staff Time

**Time
Frame**

**Primary
Department/Group**

**Secondary
Department/Group**

0 - 12 Months



City Commission

0 - 12 Months



City Commission

0 - 12 Months



City Manager's Office

Financial Services

1 - 3 Years



City Manager's Office

Financial Services

Continuous



Planning & Development Services

1 - 3 Years



Planning & Development Services

Continuous



Transportation Working Group



CITY OF DEERFIELD BEACH

Planning and Development Services

Contact

Phone: 954.480.4206

Email: web.planning@deerfield-beach.com

Web: www.dfb.city

Address

150 NE 2nd Ave.

Deerfield Beach, FL 33433



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-24

Agenda Date: 1/23/2024

Status: COMMENTS BY
ADMINISTRATION & LEGAL

In Control: City Commission

Title

Discussion regarding submission of a letter to the Broward County School Board requesting assistance with the improvement of the Deerfield Beach school grades.

Background/History

At the January 9, 2024 Commission meeting, Commissioner Drosky asked that the Commission discuss the grades the public schools in Deerfield Beach had received and consider potential actions that could improve them.

Current Activity

As a result of the direction provided by the City Commission at the City Commission meeting of Tuesday, January 9, 2024, the City Manager has drafted a letter for the Commission's review and approval to transmit to Dr. Peter B. Licata, Superintendent of Broward County Public Schools (BCPS). The letter serves as our request for BCPS's assistance in generating a plan for the improvement of grades in the schools in Deerfield Beach.

Recommended Action

Approve Motion to Transmit Letter

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



954.480.4263
954.480.4268 Fax
web.citymgr@dfb.city
www.dfb.city

January 23, 2024

Dr. Peter B. Licata, Superintendent
Broward County Public Schools
Kathleen C. Wright (KCW)
Administration Center
600 S.E. Third Avenue
Fort Lauderdale, FL 33301

Re: **Deerfield Beach School Grades**

Dear Dr. Licata:

At the City Commission Meeting held on Tuesday, January 9, 2024 the City Commission discussed, at lengths, the 2022/2023 Deerfield Beach public school grades, as reported by the Florida Department of Education. Our Mayor and Commission fully appreciate that the management of public schools in our city is not within their direct purview; however, as officials duly elected to represent the interests of the residents of Deerfield Beach, they are responsible for advocating on their behalf whenever these interests are not being properly served.

Grades of C and D in the seven (7) schools within our city reflect an alarming compromise in our strategic priorities of enhancing Lifestyle Quality and Customer Care and Engagement within our city. We recognize that poor school grades may be the result of a variety of factors and there is a nexus between schools with poor grades and socio-economical factors in the community. Additionally, poor school grades deter our economic development and community enhancement efforts, which is why we have made a concerted effort to invest in the children and families who attend public schools in Deerfield Beach through a variety of programs and partnerships directly with the schools. Some of these include Reading Pals, Tutor Mate, Read for the Record, Junior Achievement, First Day of School Welcome, Walk, Bike, and Roll, Student Government Week, Back-to-School Backpack Giveaway, and the quarterly Principal's Roundtable. Additionally, the City has an Educational Advisory Board that serves as a liaison between the schools, the community, and the City Commission to promote programs and community involvement relating to education.

One of the goals that you have been vocal about is achieving a grade of "A" for the School Board of Broward County. We share your enduring desire to improve our schools, while helping to equip students with the tools they need to succeed, and become productive, engaged, and responsible members of the community; however, the school grades in the City of Deerfield Beach are slipping, with two of the elementary schools dropping to a grade of "D" for 2022/2023. It is evident that a new approach is needed, and I am hopeful that under your leadership results will be realized. We appreciate that Broward County

More Than Just a Pretty Beach

Honorable Mayor
Bill Ganz

District 1 Commissioner
Michael Hudak

District 2 Commissioner
Ben Preston

District 3 Commissioner
Bernie Parness

District 4 Commissioner
Todd Drosky

Schools is working its way through a transitional period, as you assumed this a mere six (6) months ago, and your organization is surely still recovering from the multi-layered challenges of a pandemic.

We do not expect instant change, but we are requesting information regarding your plan of action. In order to be effective, we must understand how you and your staff intend to improve the schools in the City of Deerfield Beach; and to the extent appropriate, participate in this endeavor. We also need to know that the way forward includes specific and obtainable steps for the betterment of the schools in Deerfield Beach. I look forward to your response and working with you to attain this mutually desired goal.

Sincerely,

David Santucci
City Manager

c: Mayor and Commission



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-18

Agenda Date: 1/23/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 2-26 "CRIMINAL HISTORY BACKGROUND CHECKS" FOR CERTAIN ADVISORY BOARDS AND COMMITTEES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. (DEFERRED FROM JANUARY 9, 2024)

Recommended Action

Commission to vote on Ordinance and set public hearing for February 6, 2024

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City Commission appoints individuals/residents to various City boards and committees. Article II of Chapter 2 of the Code of Ordinances sets forth the regulations for boards, committees and commissions. Such appointments do not currently require background checks.

Current Activity

At a recent City Commission meeting, Commissioner Drosky raised the issue of background checks for board members, and the City Commission gave direction to prepare an Ordinance for the Commission's consideration. The attached Ordinance requires background checks for members of City boards/committees (i) whose official activities or duties are performed within or in close proximity to parks or facilities with minors, the elderly, or persons with special needs, or (ii) involve participating in City activities/events with minors, the elderly, or persons with special needs as part of their responsibilities or duties as a board or committee member. Such boards would currently include the Education Advisory Board, Cultural Committee and African American Heritage Committee.

Individuals will be prohibited from serving on such boards or committees if they have been convicted, plead guilty or no contest (nolo contendere) had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence, or forfeited bail in connection with any of the criminal offenses set forth in Section 435.04(2), Florida Statutes. Chapter 435 provides for uniform background screening requirements and Section 435.04(2), Fla. Stat., sets forth a list of felony offenses and offenses involving moral turpitude, minors and the elderly.

This matter was considered at the January 9, 2024 Commission meeting and deferred for review of whether the exemption for the elected officials could be removed. The enclosed Ordinance no longer includes the exemption for elected officials.

Recommendation

For consideration by the City Commission.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 2-26 “CRIMINAL HISTORY BACKGROUND CHECKS” FOR CERTAIN ADVISORY BOARDS AND COMMITTEES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City Commission appoints residents to various City boards and committees; and

WHEREAS, Article II of Chapter 2 of the Code of Ordinances (the “City Code”) sets forth the regulations for boards, committees and commissions; and

WHEREAS, due to the nature of certain boards and their duties, functions, and interactions with the public, the City Commission finds that prior to appointing residents to serve on certain boards or committees, it is in the best interest of the residents of Deerfield Beach to require a criminal background check on all applicants to such boards or committees.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 2 “Administration”, Article II “Boards, Committees, Commissions” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 ADMINISTRATION

* * *

ARTICLE II. – BOARDS, COMMITTEES, COMMISSIONS

DIVISION 1. – GENERALLY

~~Sec. 2-26 – 2-35. – RESERVED~~

Sec. 2-26 Criminal History Background Checks.

(a) Criminal history background checks are applicable to all individuals appointed to the City boards and committees (i) whose official activities or duties are performed within or in close proximity to parks or facilities with minors, the elderly, or persons with special needs, or (ii) involve participating in City activities/events with minors, the elderly, or persons with special needs as part

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

of their responsibilities or duties as a board or committee member. Such boards include but are not limited to the African American Heritage Board, Cultural Committee, and Educational Advisory Board.

Within thirty (30) days of adoption of this Ordinance, each individual who is currently appointed to a board or committee that involves activities and/or duties as stated above shall complete, and provide to the City Clerk, an authorization form so that a Level II background check may be obtained from the Florida Department of Law Enforcement or equivalent criminal records database. Failure of a current member to submit such authorization form in a timely manner will, after written notice and a 10 calendar day opportunity to cure, result in the individual's automatic removal from the respective advisory board.

Any individual who is seeking appointment or reappointment to such boards or committees must also provide the authorization form prior to being consider for appointment or reappointment and shall not become qualified for the appointment until an acceptable criminal history background check is received by the City Clerk or designee. For reappointments, a new background check is only required if the reappointment is more than a year from the original appointment. Appointees/reappointees will not be considered by the City Commission until a successful background check has been completed.

(b) Individuals who have been convicted, plead guilty or no contest (*nolo contendere*) had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence, or forfeited bail in connection with any of the criminal offenses set forth in Section 435.04(2), Florida Statutes, shall not be eligible to serve on such specified boards or committees. If a current member of such board or committee is found to have a criminal record as set forth herein, the City Manager or designee will inform the appointing City Commissioner and notify the board member of their automatic removal from the board.

(c) If, during a members term on such advisory boards or committees, the member is convicted, pleads guilty or no contest (*nolo contendere*) has adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence, or forfeited bail in connection with any of the criminal offenses set forth in Section 435.04(2), Florida Statutes, such member shall notify the City Clerk within 5 calendar days of such event. Such members will be disqualified from serving, the City Manager or designee will inform the appointing City Commissioner and notify the board member of their automatic removal from the board or committee.

Sec. 2-27 -2.35. RESERVED

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Select Year: 2023

The 2023 Florida Statutes (including Special Session C)

[Title XXXI](#)
LABOR

[Chapter 435](#)
EMPLOYMENT SCREENING

[View Entire Chapter](#)

435.04 Level 2 screening standards.—

(1)¹(a) All employees required by law to be screened pursuant to this section must undergo security background investigations as a condition of employment and continued employment which includes, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

¹(b) Fingerprints submitted pursuant to this section on or after July 1, 2012, must be submitted electronically to the Department of Law Enforcement.

(c) An agency may contract with one or more vendors to perform all or part of the electronic fingerprinting pursuant to this section. Such contracts must ensure that the owners and personnel of the vendor performing the electronic fingerprinting are qualified and will ensure the integrity and security of all personal information.

¹(d) An agency may require by rule that fingerprints submitted pursuant to this section must be submitted electronically to the Department of Law Enforcement on a date earlier than July 1, 2012.

(e) Vendors who submit fingerprints on behalf of employers must:

1. Meet the requirements of s. [943.053](#); and
2. Have the ability to communicate electronically with the state agency accepting screening results from the Department of Law Enforcement and provide the applicant's full first name, middle initial, and last name; social security number or individual taxpayer identification number; date of birth; mailing address; sex; and race.

¹(2) The security background investigations under this section must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

(a) Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.

(b) Section [394.4593](#), relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.

(c) Section [415.111](#), relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.

(d) Section [777.04](#), relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.

(e) Section [782.04](#), relating to murder.

(f) Section [782.07](#), relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.

(g) Section [782.071](#), relating to vehicular homicide.

(h) Section [782.09](#), relating to killing of an unborn child by injury to the mother.

(i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.

- (j) Section 784.011, relating to assault, if the victim of the offense was a minor.
- (k) Section 784.03, relating to battery, if the victim of the offense was a minor.
- (l) Section 787.01, relating to kidnapping.
- (m) Section 787.02, relating to false imprisonment.
- (n) Section 787.025, relating to luring or enticing a child.
- (o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (p) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (s) Section 794.011, relating to sexual battery.
- (t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (u) Section 794.05, relating to unlawful sexual activity with certain minors.
- (v) Chapter 796, relating to prostitution.
- (w) Section 798.02, relating to lewd and lascivious behavior.
- (x) Chapter 800, relating to lewdness and indecent exposure.
- (y) Section 806.01, relating to arson.
- (z) Section 810.02, relating to burglary.
- (aa) Section 810.14, relating to voyeurism, if the offense is a felony.
- (bb) Section 810.145, relating to video voyeurism, if the offense is a felony.
- (cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (dd) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (gg) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- (hh) Section 826.04, relating to incest.
- (ii) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
- (jj) Section 827.04, relating to contributing to the delinquency or dependency of a child.
- (kk) Former s. 827.05, relating to negligent treatment of children.
- (ll) Section 827.071, relating to sexual performance by a child.
- (mm) Section 843.01, relating to resisting arrest with violence.
- (nn) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (oo) Section 843.12, relating to aiding in an escape.
- (pp) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.
- (qq) Chapter 847, relating to obscene literature.
- (rr) Section 874.05, relating to encouraging or recruiting another to join a criminal gang.
- (ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- (tt) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (uu) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (vv) Section 944.40, relating to escape.

(ww) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(xx) Section 944.47, relating to introduction of contraband into a correctional facility.

(yy) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(zz) Section 985.711, relating to contraband introduced into detention facilities.

(3) The security background investigations under this section must ensure that no person subject to this section has been arrested for and is awaiting final disposition of, been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.

(4) For the purpose of screening applicability to participate in the Medicaid program, the security background investigations under this section must ensure that a person subject to screening under this section has not been arrested for and is not awaiting final disposition of; has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to; and has not been adjudicated delinquent and the record sealed or expunged for, any of the following offenses:

(a) Violation of a federal law or a law in any state which creates a criminal offense relating to:

1. The delivery of any goods or services under Medicaid or Medicare or any other public or private health care or health insurance program, including the performance of management or administrative services relating to the delivery of goods or services under any such program;

2. Neglect or abuse of a patient in connection with the delivery of any health care good or service;

3. Unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;

4. Fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct;

5. Moral turpitude, if punishable by imprisonment of a year or more; or

6. Interference with or obstruction of an investigation into any criminal offense identified in this subsection.

(b) Violation of the following state laws or laws of another jurisdiction:

1. Section 817.569, criminal use of a public record or information contained in a public record;

2. Section 838.016, unlawful compensation or reward for official behavior;

3. Section 838.021, corruption by threat against a public servant;

4. Section 838.022, official misconduct;

5. Section 838.22, bid tampering;

6. Section 839.13, falsifying records; or

7. Section 839.26, misuse of confidential information.

(c) Violation of a federal or state law, rule, or regulation governing the Florida Medicaid program or any other state Medicaid program, the Medicare program, or any other publicly funded federal or state health care or health insurance program.

History.—s. 47, ch. 95-228; s. 16, ch. 96-268; s. 22, ch. 96-322; s. 4, ch. 98-417; s. 5, ch. 99-284; s. 88, ch. 2000-153; s. 7, ch. 2001-125; s. 5, ch. 2004-267; s. 4, ch. 2005-119; s. 111, ch. 2006-120; s. 90, ch. 2006-197; s. 110, ch. 2007-5; s. 3, ch. 2007-112; s. 66, ch. 2009-223; s. 6, ch. 2010-31; s. 38, ch. 2010-114; s. 10, ch. 2012-73; s. 4, ch. 2013-80; s. 6, ch. 2014-84; s. 4, ch. 2014-194; s. 3, ch. 2016-162; s. 19, ch. 2017-37; s. 89, ch. 2018-24; s. 2, ch. 2023-220.

¹Note.—Section 2, ch. 2023-220, deleted paragraph (1)(d), and amended paragraphs (1)(a) and (b) and subsection (2), effective July 1, 2024, to read:

(a) All employees required by law to be screened under this section and persons with an affiliation with a qualified entity for whom the qualified entity chooses to conduct screening under s. 943.0542 must undergo security background investigations as a condition of employment and continued employment which includes, but is not limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, national criminal history records checks through the Federal Bureau of Investigation, and local criminal records checks through local law enforcement agencies. A security background investigation under this section also includes a search of the sexual predator and sexual offender registries of any state in which the current or prospective employee resided during the immediate preceding 5 years.

(b) Fingerprints submitted pursuant to this section must be submitted electronically to the Department of Law Enforcement.

* * * * *

(2) The security background investigations under this section must ensure that persons subject to this section have not been

arrested for and are awaiting final disposition of, have not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have not been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

(a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.

(b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.

(c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.

(d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.

(e) Section 782.04, relating to murder.

(f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.

(g) Section 782.071, relating to vehicular homicide.

(h) Section 782.09, relating to killing of an unborn child by injury to the mother.

(i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.

(j) Section 784.011, relating to assault, if the victim of the offense was a minor.

(k) Section 784.021, relating to aggravated assault.

(l) Section 784.03, relating to battery, if the victim of the offense was a minor.

(m) Section 784.045, relating to aggravated battery.

(n) Section 784.075, relating to battery on staff of a detention or commitment facility or on a juvenile probation officer.

(o) Section 787.01, relating to kidnapping.

(p) Section 787.02, relating to false imprisonment.

(q) Section 787.025, relating to luring or enticing a child.

(r) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.

(s) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.

(t) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.

(u) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.

(v) Section 794.011, relating to sexual battery.

(w) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.

(x) Section 794.05, relating to unlawful sexual activity with certain minors.

(y) Section 794.08, relating to female genital mutilation.

(z) Chapter 796, relating to prostitution.

(aa) Section 798.02, relating to lewd and lascivious behavior.

(bb) Chapter 800, relating to lewdness and indecent exposure and offenses against students by authority figures.

(cc) Section 806.01, relating to arson.

(dd) Section 810.02, relating to burglary.

(ee) Section 810.14, relating to voyeurism, if the offense is a felony.

(ff) Section 810.145, relating to video voyeurism, if the offense is a felony.

(gg) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.

(hh) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.

(ii) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(jj) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(kk) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(ll) Section 826.04, relating to incest.

(mm) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(nn) Section 827.04, relating to contributing to the delinquency or dependency of a child.

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- (xx) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
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- (aaa) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.
- (bbb) Section 944.47, relating to introduction of contraband into a correctional facility.
- (ccc) Section 985.701, relating to sexual misconduct in juvenile justice programs.
- (ddd) Section 985.711, relating to contraband introduced into detention facilities.

BUSINESS IMPACT ESTIMATE¹

Meeting Date: _____

Agenda Item No. _____

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed Ordinance amends Article II "Boards, Committees, Commissions of Chapter 2 "Administration" of the City Code of Ordinances to required criminal history background checks for individuals who are appointed to City boards and committees whose official activities or duties are performed within or in close proximity to parks or facilities with minors, the elderly, or persons with special needs, or involve participating in City activities/ events with minors, the elderly, or persons with special needs as part of their responsibilities or duties as a board or committee member. Such boards include but are not limited to the African American Heritage Board, Cultural Committee, and Education Advisory Board.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: none.
- b. New Charges/Fees on Businesses Impacted: none
- c. Estimate of Regulatory Costs: There will be operational budgetary costs for the City to conduct the Level II Background Checks.

Good Faith Estimate of Number of Businesses Likely Impacted: none

Any Additional Information:

Level II Background Checks are based upon criminal offenses set forth in Section 435.04(2), Florida Statutes.

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).