



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Todd Drosky

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

**Tuesday
June 4, 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: May 21, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Employees Retirement Fund Meeting Minutes

Attachment: February 12, 2024

African Amercian Heritage Board Meeting Minutes

Attachment: March 14, 2024

Community Redevelopment Agency Meeting Minutes

Attachment: April 9, 2024

Code Compliance Meeting Minutes

Attachment: April 9, 2024

Hillsboro Inlet District Meeting Minutes

Attachment: April 15, 2024

APPROVAL OF THE AGENDA

June 4, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82816556364?pwd=a0cyWTB0azZkVTVwOGZKaDVOZ2tjdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 828 1655 6364#

Participant ID: #

Passcode: 174469#

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

PRESENTATIONS

1. **Presentation by Senator Pizzo regarding legislative updates.**

Sponsor: Office of the City Manager

AWARDS & RECOGNITION

2. **Certificate of Recognition presented to the Deerfield Beach Middle School Band for**

receiving the Overall Superior Rating from the Florida Bandmasters Association.

Sponsor: Department of Community Services

PUBLIC HEARINGS - FIRST READING

- 3. P.H. 2024-072: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98, ARTICLE III "ZONING DISTRICT REGULATIONS", SECTION 98-60 "CF COMMUNITY FACILITIES" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT ADULT DAY CARE AND CHILD DAY CARE CENTERS WITHIN THE CF, COMMUNITY FACILITY ZONING DISTRICT AS A CONDITIONAL USE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set second public hearing for June 18, 2024

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

Sponsor: Department of Planning & Development Services

Attachment: Adult and Child Day Care Centers

PUBLIC HEARINGS – SECOND READING

- 4. P.H. 2024-073: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING CHAPTER 78, "COMMUNITY APPEARANCE BOARD," SECTION 78-5 "POWERS AND DUTIES; APPEALS", SECTION 78-6 "SUBMISSION OF PLANS AND SPECIFICATIONS", AND SECTION 78-7 "EVALUATION CRITERIA; MINIMUM DESIGN CRITERIA PREREQUISITE TO ISSUANCE OF DEVELOPMENT PERMIT" TO UPDATE THE PROVISIONS AND CROSS-REFERENCES CONSISTENT WITH THE SIGN CODE UPDATE; AMENDING CHAPTER 98, "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING DISTRICT REGULATIONS", AND ARTICLE VI, "SUPPLEMENTARY REGULATIONS" TO REMOVE SIGNAGE REGULATIONS FROM CHAPTER 98 THAT ARE ADDRESSED IN THE NEW SIGN CODE; REPEALING EXISTING CHAPTER 102, "SIGN CODE" IN ITS ENTIRETY;**

REPLACING THE EXISTING SIGN CODE WITH THE NEW CHAPTER 102 "SIGN CODE" SET FORTH IN THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Sign Code Amendment

- 5. P.H. 2024-074: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE III, "OFFICIALS, OFFICERS AND EMPLOYEES, DIVISION 2 "TRAVEL EXPENDITURE POLICY," SECTIONS 2-221 "GENERALLY" AND SECTION 2-222 "PROOF OF EXPENDITURES; PER DIEM RATES; SETTLEMENT" TO PROVIDE FOR A \$200.00 MONTHLY ALLOWANCE TO THE MAYOR AND EACH COMMISSIONER TO ADDRESS TRAVEL, MEAL AND PARKING EXPENSES INCURRED IN THE TRI-COUNTY AREA IN CONNECTION WITH THEIR DUTIES OF OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Commissioner Bernie Parness

Attachment: Monthly Allowance

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 - AGREEMENTS & EXPENDITURE REQUESTS

6. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Kenneth Somers vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the Settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability Legal)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Somers Settlement

7. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2024 Fair Share Contribution to the Areawide Council on Aging of Broward County, Inc. in the amount of \$76,212.00; providing for implementation and an effective date. (Funds from Account #001-1702-564-80-16 - Grants/Area Agency on Aging)**

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: 2024 Fair Share Contribution

8. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the construction contract with Layne Christensen Company for the rehabilitation of the Floridan Aquifer Raw Water Wells Project to extend the substantial completion date for the project to November 1, 2024 and the final completion date to November 20, 2024; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Layne Christensen Company

- 9. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the Florida Department of Management Services, acting through the Florida Digital Service, for Local Government Cybersecurity Grant Program funding in the estimated amount of \$200,000.00 to further upgrade the City's cybersecurity infrastructure; authorizing execution of a grant agreement, if the grant is awarded to 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 Information Technology

Attachment: Florida Department of Management Services

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order with Tennant Sales and Service Company for the purchase of a Tennant S30 Rider Sweeper, utilizing the Equalis Group Cooperative/Region 10 ESC Contract No. R10-1137B in the amount of \$67,897.64; providing for execution and an effective date. (Funds from Account #399-7020-539-64-20 - Capital Projects - Parks Maintenance/Automobile Vehicular)**

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: Tennant Sales and Service Company

- 11. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Kimley-Horn and Associates, Inc. to provide professional architectural services related to the Pioneer Grove landscape and irrigation portion of the Streetscape Improvements Project in an amount not to exceed \$49,880.00; providing for execution and an effective date. (Funds from Account #001-1100-515-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Kimley-Horn and Associates, Inc.

DEPARTMENTAL BUSINESS

12. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the City of Deerfield Beach Community Redevelopment Agency to provide short term loan funding in the amount of \$2,000,000.00 for the Sawgrass to Seagrass Center Project located at Sullivan Park; providing for conflicts, severability, and an effective date. (Funds from Account #001-0000-389-90-10 - General Fund/Principle on Interfund Loan)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Community Redevelopment Agency & Department of Economic Development

Attachment: Sawgrass to Seagrass Center Project

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

13. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing boundaries for City Commission districts as required by the City Charter; providing for conflicts, 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 Clerk

Attachment: Redistricting

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Budget Workshops - Wednesday, June 12 & Thursday, June 13, 2024

Regular City Commission Meeting - Tuesday, June 18, 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, May 21, 2024

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 Michael Hudak
Commissioner Bernie Parness - *via Zoom*
Commissioner Ben Preston
Vice Mayor Todd Drosky
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 Jimmy Langlois, former firefighter, and Kelvin Clark, driver/collector, in their thoughts and prayers. Thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

ULI Workshop Minutes - April 17, 2024
Lunchtime Workshop Minutes - April 26, 2024
Regular City Commission Meeting Minutes - May 7, 2024

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

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes - March 7, 2024
Code Compliance Meeting Minutes - March 29, 2024
Community Appearance Board Meeting Minutes - April 24, 2024

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

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

APPROVAL OF CITY COMMISSION AGENDA

May 21, 2024

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

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Mrs. Deborah Rothberger on her retirement from Deerfield Beach Elementary.

Mayor Ganz presented a certificate to Mrs. Rothberger in recognition of her retirement.

Mrs. Rothberger thanked the Commission, as well as the community for the recognition and their support.

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

Captain Hofstein recognized various deputies for their ongoing efforts with keeping the community safe.

3. Presentation by Joshua Niemann, Assistant Director of Environmental Services, regarding the Environmental Protection Agencies final compliance ruling on P.F.A.S. and P.F.O.S.

Joshua Niemann, Assistant Director of Environmental Services, highlighted a brief presentation. He explained that per- and polyfluoroalkyl (PFAS) substances are manmade chemicals that are manufactured in the United States through a variety of industries. The Environmental Protection Agency (EPA) published a proposed national drinking water standard for six PFAS substances; whereby, the proposal has now been finalized and will regulate the PFOA and PFOS contaminants and will also regulate four additional components of those chemicals. Thereafter, he briefly outlined the ruling that establishes the maximum containment levels. Under the Fifth Unregulated Contaminant Monitoring Ruling, the City is required to monitor all 29 PFAS compounds at the point of entry, as well as several other areas within the distribution systems. Thereafter, the City's results were displayed, which outlined PFAS in the drinking water after treatment. He stated that the majority of the PFAS in the City's drinking water, post treatment, are coming from the lime softening.

Continuing, Mr. Niemann said the EPA is going to require that initial monitoring be started by 2027, which the City has already undergone. The water systems must also provide information about the PFAS and what the levels are to the EPA and Department of Environmental Protection (DEP). The public water systems have until 2029 to implement solutions that will reduce the PFAS within the drinking water; therefore, the Water Plant has measured what is coming out of reverse osmosis (5%), nano filtration (35%), and lime softening (60%), which is beginning to migrate to membrane treatment. Furthermore, lime softening will be phased out through the City's Ion Exchange Project, which should be completed October 2026. Lastly, he stated that the City has been working with Ferraro Law to join a class action suit against companies that have manufactured PFAS compounds.

In response to Commissioner Preston's question, Mr. Niemann replied that from a treatment standpoint the City is ahead of the curve; nonetheless, some of the manufactured chemicals are not good for the body and studies are showing long term health effects.

In response to Commissioner Hudak's questions, Mr. Niemann replied that it is difficult to tell whether the City has current pollutants that are making matters worse, whereby, a lot of the pollution has been there for quite some time. Further, he said Broward County will be required to follow the same standards and regulations; unfortunately, he is unaware of their plan, but will find out and report back.

Vice Mayor Drosky said Broward County recently approved their systems, which will cost millions of dollars; therefore, their users water bills will double or triple.

AWARDS & RECOGNITION - CONTINUED**4. Presentation and summary regarding the City's Commercial Brokers Breakfast held on May 2, 2024.**

Kris Mory, Director of Economic Development, displayed a brief video. Thereafter, she highlighted a brief PowerPoint presentation that was presented at the May 2nd Commercial Brokers Breakfast. She explained that there is a tightening labor market and labor shortage; however, Florida has one of the lowest unemployment rates in the nation. Further, consumer prices surged by 0.4% in March 2024, marking the third consecutive month of robust inflation; however, construction costs have stabilized. Ms. Mory said Deerfield Beach has a fantastic economic base, with a population of 75,000 jobs; however, only 4,000 of those jobs are held by residents. Thereafter, she outlined the office, retail, industrial, and multifamily market trends, whereby, Deerfield Beach has one of the most affordable office markets and the retail market is stabilizing. With persisting inflation expected to push the U.S. into a recession, grocery-anchored retail assets will remain stable; therefore, a national grocery store chain will be a catalytic project within the Dixie Highway area. Deerfield Beach has remained consistently strong within the industrial trend, with the City's vacancy rate at 2.5%. Although, there has been an increase in rents, Deerfield Beach prices are still more affordable than the larger Broward County and South Florida averages.

Continuing, Ms. Mory outlined the 2024 emerging trends, higher for longer interest rates, inflation, labor market to soften, etc.; nevertheless, the City is going to focus on value based polices, mobility and connectivity, major civic investments, and infrastructure and public spaces. Thereafter, she outlined the City's public investments, i.e. Braithwaite Center for Active Aging; private projects, i.e. Mayla Deerfield; Public Private Partnerships, i.e. 1045 SE 11th Way; opportunities, i.e. Downtown Deerfield.

PUBLIC HEARINGS**5. P.N. 2024-061: Resolution 2024/067 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting a substantial amendment to the Fiscal Year 2023-2024 Community Development Block Grant Annual Action Plan to reallocate \$426,482.05 of unexpended Community Block Grant CV-1 and CV-3 Program Funds from rental and utilities assistance, and planning administrative assistance to sidewalk projects in eligible areas; authorizing the City Manager to execute all applicable documents relating to the substantial amendment; providing for implementation and an effective date.**

The Resolution was read by title only.

Jonathan Salas, Director of Community Services, explained that Deerfield Beach, as an entitlement city, is eligible for federal funds through CDBG. During the pandemic, the City received two tranches of funds; however, due to various changes throughout the process it was difficult to assist residents, so staff has been working with HUD to determine what eligible projects the remaining funds can be used toward.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked if all city sidewalks in need of repair are included.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that the sidewalk repairs are for CDBG areas.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 5, adopted Resolution 2024/067. Roll Call:

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

PUBLIC HEARINGS - FIRST READING

6. **P.H. 2024-069: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN DESIGNATION FOR THE CITY-OWNED PARCEL CONSISTING OF APPROXIMATELY 1.52 GROSS ACRES LOCATED AT 555 SW 3RD AVENUE FROM CITY CONSERVATION TO RESIDENTIAL MEDIUM 16 DWELLING UNITS PER ACRE (LUPA #66A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, said the City has owned this vacant land since the 1970s, which is adjacent to the Tivoli Sand Pine Preserve. The current land use designation is conservation, which was originally known as open space; nonetheless, the County has changed their conservation land use to open space. The City intends to amend the land use and zoning designations to allow the property to be used as affordable housing, whereby, the proposed new land use designation would be RM-16, which would allow townhomes and villas. Further, he said approximately 25 units or less could be built and reiterated that it will only be affordable housing. Thereafter, he displayed an aerial of the location.

Mayor Ganz opened the public hearing.

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

Mayor Ganz closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 6 on first reading. Roll Call:

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

PUBLIC HEARINGS - SECOND READING

7. **P.H. 2024-067: ORDINANCE 2024/008 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO AND WITHIN VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE 2018 CONSTRUCTION REVENUE BOND FUND BY \$7,794,885, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, briefly outlined the Item.

There was no discussion amongst the Commission.

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

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 7, adopted Ordinance 2024/008. Roll Call:

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

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said the amount of revenue the City receives from the additional beach amenity setups may have been the reason why only one bid was received. Thereafter, she commented on the way vendors are treated.

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, commented on the floods in Brazil and advised that a local doctor is accepting gifts and donations, if anyone is interested.

Joe Hines, 559 NW 47th Terrace, Deerfield Beach, commented on the height increase for Monarch Hill and suggested moving the waste to Conservation Area 2.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the fireworks display not being discounted, shuttle services for the Ocean's Blues and Brews event, and an article in the Pelican regarding the Deerfield Beach Café.

Mayor Ganz said Broward County has pushed Waste Management's item to sometime in September; nevertheless, he urged Mr. Hines to contact the County Commission.

David Santucci, City Manager, answered comments/questions/concerns posed by the public. Further, he said the fireworks were made up in the quality of the show that was provided at Pioneer Days. Unfortunately, the free parking will be taken up in the Cove, regardless of where the shuttle services are provided, but moving forward shuttle services will be provided at alternate locations. Thereafter, he commented on the article in the Pelican.

In response to Mayor Ganz's comment, Anthony Soroka, City Attorney, said it did state in the request for proposals and scope of services, that the City shall have the right to increase or decrease the number of locations at the discretion of the City.

Commissioner Preston said the quality of the fireworks display should have been definitively outlined and not made up during another event.

CONSENT - BOARD APPOINTMENT

Mayor Ganz opened the public hearing on Items 8 - 15.

Dan Herz 330 SE 19th Avenue, Deerfield Beach, commented on Item 11. Further, he said the verbiage sole responsive and responsible bidder is a disturbing trend and is occurring more often; therefore, he asked that it be further investigated.

Mayor Ganz closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Items 8 - 15 in concert. Roll Call:

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

Nays: 0

- 8. Resolution 2024/068 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Jason Leet as a regular member to the Community Appearance Board to fulfill an unexpired term; and providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2024/069 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2023/2024 schedule of City Commission meetings; providing for implementation and an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

10. Resolution 2024/070 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amended and Restated ARPA Subrecipient Agreement with the Boys and Girls Club of Broward County, Inc. to extend the project completion date to June 30, 2024; authorizing execution of the Amended and Restated ARPA Subrecipient Agreement; providing for implementation and an effective date.
11. Resolution 2024/071 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITB #24-15-VP for structural related vehicle equipment repairs on an as-needed basis to ASR Services, Inc.; authorizing the execution of a contract with ASR Services, Inc., the sole responsive and responsible bidder, for a five-year term, with two additional two-year optional renewal periods; and providing for an effective date. *(Funds from Account #450-4551-534-38-06 - Sustainable Management/Material to Maintain Equipment)*
12. Resolution 2024/072 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Agreement with Broward County for the maintenance of bus shelters to update the current list of bus shelters maintained by the City and add seven additional bus shelter installation locations; authorizing execution of the Second Amendment; providing for implementation and an effective date.
13. Resolution 2024/073 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a drainage, flowage, and utility easement from Sandpiper Pointe Community Association, Inc., pursuant to the Development Agreement between the City and Toll Southeast, Inc. related to Sandpiper Pointe Development; providing for implementation and an effective date.
14. Resolution 2024/074 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim and Creed, Inc. to provide professional engineering services related to the upgrade of Wells 17 and 18 in an amount not to exceed \$149,659.00; providing for execution and an effective date. *(Fund from Account #413-5020-533-65-30 - C.I.P. Infrastructure)*
15. Resolution 2024/075 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the NF and RO sand strainer modifications located at the West Water Treatment Plant in an amount not to exceed \$342,110.00; providing for execution and an effective date. *(Fund from Account #413-5020-533-65-30 - CIP Infrastructure)*

DEPARTMENTAL BUSINESS

16. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING CHAPTER 78, "COMMUNITY APPEARANCE BOARD," SECTION 78-5 "POWERS AND DUTIES; APPEALS", SECTION 78-6 "SUBMISSION OF PLANS AND SPECIFICATIONS", AND SECTION 78-7 "EVALUATION CRITERIA; MINIMUM DESIGN CRITERIA PREREQUISITE TO ISSUANCE OF DEVELOPMENT PERMIT" TO UPDATE THE PROVISIONS AND CROSS-REFERENCES CONSISTENT WITH THE SIGN CODE UPDATE; AMENDING CHAPTER 98, "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING DISTRICT REGULATIONS", AND ARTICLE VI, "SUPPLEMENTARY REGULATIONS" TO REMOVE SIGNAGE REGULATIONS FROM CHAPTER 98 THAT ARE ADDRESSED IN THE NEW SIGN CODE; REPEALING EXISTING CHAPTER 102, "SIGN CODE" IN ITS ENTIRETY; REPLACING THE EXISTING SIGN CODE WITH THE NEW CHAPTER 102 "SIGN CODE" SET FORTH IN THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, highlighted a brief presentation. He explained that updates include new definitions and regulations for additional types of signs, reorganization of the Code

DEPARTMENTAL BUSINESS - CONTINUED

sections for ease of navigation, increased grand opening sign regulations, and amended master signage plan, variance, and submission criteria. Additionally, staff intends to create a user-friendly document for business owners, sign contractors, and the general public. Mr. Power explained that the Community Appearance Board handles many signage approvals, to include master signage plans, so staff has clarified the master sign plan process. Other changes include specifying that any color change on a sign background requires a building paint change, and variance language was amended to address safety, place, design, and aesthetics. Thereafter, he continued outlining the Code changes, which include changes to building signs, lighting, prohibited signs, and temporary window signs.

Commissioner Preston said the changes are business friendly, which is important. Thereafter, he thanked staff for their efforts.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the Ordinance, but expressed concerns with the feather flags.

Karen Shelly, 190 Durham D, Deerfield Beach, spoke in support of the Ordinance, but asked what other options could be utilized should a business not be able to use a feather flag, i.e. Golden Krust.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked for clarification on signage for businesses within strip malls.

Mayor Ganz closed the public hearing.

Mr. Power said staff has been working with Golden Krust on the grand opening banner program to ensure it worked. Further, he said every business with a public entrance is allowed to have one wall sign; however, the Code does prohibit ground signs being within 100 feet of each other.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 16 on first reading. Voice Vote:

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

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Live Local Act - Anthony Soroka, City Attorney, said the amendment has been signed by the Governor, and is effective immediately.

CITY MANAGER - NONE**CITY COMMISSION BUSINESS****17. Presentation by Dr. Ronald Shultz and potential action by the City Commission regarding redistricting for the City's Municipal Election pursuant to City Charter.**

David Santucci, City Manager, said the analysis shows that redistricting must occur, so there options will be presented. Further, the methodology and criteria that was used in determining the three options will be discussed.

Dr. Ronald Schultz, Professor Emeritus, provided a brief overview of his background. Thereafter, he introduced his team and outlined the backgrounds as well.

CITY COMMISSION BUSINESS - CONTINUED

James Gammack-Clark, University Instructor, highlighted a brief PowerPoint presentation. He said the City's Charter states that redistricting must be done every four years, each district should be as nearly as practicable on an equal population, and no sitting commissioner shall be disqualified from completing his or her term as a result of redistricting. Further, the data used consists of the U.S. census redistricting summary files, which is the same data that is used across the Country; however, municipalities must use the smallest enumeration unit, which is the census block. Additionally, housing data that was provided by city staff was utilized to update new housing since the April 1, 2020 census day and to create population projection. Thereafter, the existing district map was displayed, whereby, the City's population was 86,859 on April 1, 2020, and the average population for each district was 21,715. The existing district analysis showed that District 3 was the largest at 22,548 or 3.8% higher than the mathematical average, and District 1 was the smallest at 19,769 or 9.0% fewer than the mathematical average; therefore, the current districts are out of balance, whereas, the total deviation is 17.9%, with a mean of 4.5%, which is not bad, but the spread, which is the difference between the largest and smallest district is 12.8%. Since the spread exceeds 10%, the districts are out of balance and redistricting is warranted.

Continuing, Mr. Gammack-Clark said 1,396 people are estimated to be added to the City by the end of 2024, with the majority being in District 3. The population is estimated to be 88,255, and the average population for each district is 22,064, whereas, District 3 is the largest at 23,615 or 7% higher than the mathematical average, and District 1 is the smallest at 20,038 or 9.2% smaller than the mathematical average, expanding the population imbalance, whereby, the total deviation is 18.4%, with a mean of 4.6% and the spread being 16.2%, which exceeds that 10% threshold. Due to the imbalance, he reiterated that the City needs to redistrict, whereby, the overall pattern of district boundary changes will need to increase District 1 and reduce District 3. Thereafter, he outlined the redistricting parameters, which includes striving for a reasonable population equality across districts by ensuring that the City is not exceeding the maximum 10% deviation threshold and is adhering to Section 2 of the Voting Rights Act of 1965, which arbitrary dilution of minority population clusters and other discriminatory practices are prohibited; and ensuring geographic contiguity and appropriate compactness by seeking spatially compact districts, following major natural and manmade boundaries where possible, respecting the integrity of communities of interest, and minimizing the degree of change in pre-existing patterns of districts to the extent possible. Although these are significant in guiding decisions toward reasonable population balance, population equality is of primary focus. Furthermore, House Bill 411 states that districts may not be drawn with the intent to favor or disfavor a candidate for, or a member of, the governing body based on their residential address; each municipality shall create districts that are as nearly equal in proportion to their respective populations as practicable; and such changes may not be made in the 270 days before a regular general election for the governing body of the municipality; therefore, new districts must be adopted before June 14, 2024, as the City's next election is March 11, 2025.

Thereafter, Mr. Gammack-Clark displayed the three alternatives. Alternative 1 improves the overall deviation, whereby, the total deviation falls from 18.4% to 9.3%, the mean deviation falls from 4.6% to 2.3%, and the spread falls from 16.2% to 7.0%, which is under the 10% threshold. Alternative 2 improves the overall deviation, whereby, the total deviation falls from 18.4% to 8.0%, the mean deviation falls from 4.6% to 2.0%, and the spread falls from 16.2% to 4.7%, which is under the 10% threshold. Alternative 3 improves the overall deviation, whereby, the total deviation falls from 18.4% to 5.1%, the mean deviation falls from 4.6% to 1.3%, and the spread falls from 16.2% to 2.5%, which is under the 10% threshold. Mr. Gammack-Clark said having a high degree of population balance would provide the City with more margin of error moving forward and although the City will have to review the districts in four years, redistricting may not be warranted. Lastly, he said each alternative improves population equity, whereby, Alternative 1 makes minimal adjustments to achieve reasonable population equity, Alternative 2 provides improved population equity and compactness, and Alternative 3 further improves equity, compactness, and boundary recognizability by effective splitting the City into four quadrants.

Commissioner Hudak temporarily left the meeting at 9:11 p.m. and returned to 9:13 p.m.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the message he received from this presentation is that District 1 needs to have more babies.

CITY COMMISSION BUSINESS - CONTINUED

Joseph Cummings, 267 Oakridge P, Deerfield Beach, said over half of the residents in Century Village are non-voting foreign nationals, so the summertime population is less than normal.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she would like to discuss the alternatives with each elected official prior to a decision being made.

Mayor Ganz closed the public hearing.

In response to Mayor Ganz's comment, Mr. Santucci said tonight is the presentation only; however, staff is hoping to receive some direction as to which alternative they would like to see brought forward in June.

Commissioner Parness spoke in support of Alternative 1, as it is the least invasive and makes the districts more equal.

Commissioner Preston spoke in support of Alternative 1, as it meets the redistricting criteria and is less invasive.

Vice Mayor Drosky also spoke in support of Alternative 1.

Commissioner Hudak agreed that Alternative 1 is less invasive of the three alternatives, but stated that this commission must look down the road and see how the City is evolving, so the districts should match the evolution of the City. Although Alternative 1 is a simple fix, Alternative 3 is what the City will look like one day; therefore, he suggested that it be considered.

After a brief discussion, it was decided to bring Alternative 1 back to the Commission for their approval in June, but it was suggested to include all three alternatives in the backup.

18. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE III, "OFFICIALS, OFFICERS AND EMPLOYEES, DIVISION 2 "TRAVEL EXPENDITURE POLICY," SECTIONS 2-221 "GENERALLY" AND SECTION 2-222 "PROOF OF EXPENDITURES; PER DIEM RATES; SETTLEMENT" TO PROVIDE FOR A \$200.00 MONTHLY ALLOWANCE TO THE MAYOR AND EACH COMMISSIONER TO ADDRESS TRAVEL, MEAL AND PARKING EXPENSES INCURRED IN THE TRI-COUNTY AREA IN CONNECTION WITH THEIR DUTIES OF OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Anthony Soroka, City Attorney, explained that the \$200 monthly allowance would cover travel, meals, and parking within the tri-county area. If approved, the travel policy procedures would need to be amended.

Commissioner Parness commented on the expense accounts other cities elected officials receive, and the amount of traveling he does within the City to ensure there is no illegal dumping, and the costs he incurs when meeting someone for lunch/dinner. Further, he said many people may not run for office because they cannot afford it; therefore, an expense account could possibly allow those people to run for office and expand the pool of candidates.

Mayor Ganz opened the public hearing.

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

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, outlined the benefits currently received by the City Commission. Thereafter, he commented on previous actions and comments made by Commissioner Parness and asked that the Ordinance be amended to state that if approved, it will not be effective until March 11, 2025.

CITY COMMISSION BUSINESS - CONTINUED

Joseph Cummings, 267 Oakridge P, Deerfield Beach, spoke in support of the Ordinance, since the Commissioners have to travel.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said this ordinance covers the tri-county area only. Further, she does not believe the tax payers should have to incur a cost for an elected official driving around looking for code violations, as that is what Code Compliance is paid for. Thereafter, she continued to express opposition to the Ordinance.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said the City has reimbursement policies for the Elected Officials; therefore, she does not think the reasoning behind this ordinance is worthy, and spoke in opposition to the Ordinance.

Mayor Ganz closed the public hearing.

Commissioner Preston said Commission Parness' heart is in the right place. Further, he said these positions are not a part-time job, and although he can live without the monthly allowance, this city is ever changing and, in the future, it may be a direction taken, especially since many other cities allow it. Further, he does not think Commissioner Parness' request is outlandish, and it deserves consideration.

Commissioner Hudak urged those who may run for the salary and/or the \$200 monthly allowance to not run, as this position is a position of service to the community, which this commission loves doing. Thereafter, he commented on the position being difficult because people are always questioning this commissions character, motives and decisions; therefore, he reiterated that those who may run for the perks, to not run. Further, he said the expense account is only there if it's needed; therefore, he is unsure of the apprehension.

Vice Mayor Drosky agreed that Commissioner Parness' heart is in the right place, and he does not disagree with the thought process behind it, as he spends, out of his own pocket, \$1000 to \$2000 annually on parking, gas, etc. for locally attended meetings and events; nonetheless, the allowance differs from the travel policy, as the monthly allowance covers the tri-county area only. Further, he said the amount does not bother him, but the rationale behind it, as he believes the Ordinance should be directly tied to the duties of this commission. Vice Mayor Drosky disagreed, whereby, he is reading the Ordinance that the Commission will receive the \$200 regardless of use; therefore, he said there should be some correlation between the amount and what the Commissioner is doing. Lastly, if approved, it would go into effect immediately, which he also disagreed with.

Mayor Ganz outlined the various boards/committees Commissioner Parness has sat on since being in office. Further, before running for office, Mayor Ganz said he asked the then sitting commission, individually, how many hours they put in a week, and he received varying responses, i.e. 6 - 35 hours, which is what you can do with this position. Further, he believes this commission is compensated and adopting this ordinance adds a layer of complication that does not make it worth it in his opinion. Thereafter, he outlined the various boards/committees he's served on since being in office. Although, he understands the intention of the ordinance is coming from a right place, he spoke in opposition to it and asked that the City's travel policy be amended.

Mr. Soroka clarified that this ordinance provides a \$200 monthly travel allowance in lieu of reimbursement.

Commissioner Parness continued to speak in support of the Ordinance, as it will assist this commission, as well as future commissions, in doing their jobs.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 18 on first reading. Roll Call:

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

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

Employee Recognition Program - Vice Mayor Drosky suggested that a program be implemented to recognize city employees, which he was advised from the City Manager is forthcoming. Thereafter, he recognized Ron Moss, Sustainable Management, and Jessica King, Parks & Recreation, for their recent efforts.

COMMISSIONER PARNESS**DISTRICT 3**

Thank You - Commissioner Parness thanked his colleagues, as well as others for their support.

Clean Program - Commissioner Parness said he is working on a program to make the City cleaner and more beautiful.

COMMISSIONER PRESTON**DISTRICT 2**

Braithwaite Center for Active Aging Grand Opening - Commissioner Preston thanked staff for their efforts, as the grand opening was a huge success.

Kelvin Clark - Commissioner Preston said his passing had a huge effect on staff; therefore, he asked that a critical debriefing policy be put into place.

Anthony Soroka, City Attorney, said he will look into it and report back.

Emergency Numbers - Commissioner Preston said he receives phone calls from residents advising that emergency numbers are not being answered, and asked that it be addressed.

COMMISSIONER HUDAK**DISTRICT 1**

Braithwaite Center for Active Aging Grand Opening - Commissioner Hudak commended staff for a job well done.

Events - Commissioner Hudak thanked staff for Ocean Brews and Blues, as it was a great event. Thereafter, he said the Memorial Day event will take place on May 27, 2024 at 9:00 a.m. at the Braithwaite Center for Active Aging.

MAYOR GANZ

Events - Mayor Ganz thanked staff for all the recent events.

Kelvin Clark - Mayor Ganz said the City mourns the loss of Mr. Clark.

Braithwaite Center for Active Aging Grand Opening - Mayor Ganz said many individuals are to thank for the reconstruction of the Center, whereby, Commissioner Preston suggesting the renaming really tied the historical portion into the Center. Thereafter, he thanked all involved in the grand opening, as it was a huge success.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to adjourn the meeting at 10:08 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

**City of Deerfield Beach Non-Uniformed Employees Retirement Fund
Summary of Minutes; February 12, 2024 Regular Meeting**

Roll Call:

The regular meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Pension Fund was called to order at 1:10 PM at Central City Campus.

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

Others Present:

Attorney Madison Levine, Consultant Scott Owens; Auditor Eric Leventhal; Actuary Piotr Krekora and Administrator Livia Giuliani.

Approval of Minutes:

November 13, 2023

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

Public Comments:

There were no public comments at this meeting.

Investment Report: Q/E 12/31/2023

Graystone Consulting

Mr. Owens reported on the economy noting that the S&P 500 returned 11.69% for the quarter and 26.29% for the 1-year period. 10 of the 11 S&P sectors reported positive returns for the quarter. Dow Jones returned 13.09%. For the Russell large and midcap, growth outperformed value 14.16% vs. 9.50% and 14.55% vs. 12.11% respectively. For the Russell 2000 small cap, value outperformed growth 15.26% vs. 12.75% respectively. Information technology returned 18.83%, consumer discretionary returned 12.42%, energy had a negative return of -6.94% and utilities returned 8.56%. The developed market EAFE index outperformed emerging markets 10.42% vs. 7.93% respectively. The Bloomberg Barclays Aggregate Index returned 6.82 vs. the Barclay's government of 5.62%% and the 90-day T bills returned 1.40%.

Mr. Owens reported on the performance noting that for the quarter the fund returned 7.67% vs. the policy index of 7.71%. The Wedge equity returned 11.78% vs. 9.50%. The Sawgrass Growth fund returned 11.30% vs. the Russell 1000 Growth of 14.16%. London Company returned 11.98% vs. 14.03%. Lazard and Renaissance returned 10.79% and 12.65% vs. the MSCI AC World index of 9.75% respectively. Segal Bryant returned 2.40 vs. the BC Gov Cr of 2.69%. Wedge fixed income returned 6.51% vs. the Barclays Govt/Credit Bond index of 6.63%. Blackstone returned 3.39 vs. the Barclays' Aggregate of 6.82%. AEW real estate returned -1.84% vs. the NCREIF property index of 5.01%. Finally, Mr. Owens said the fund is in compliance and had no recommendations at this time.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

Presentation of 9/30/2023 Financial Statements

Mr. Eric Leventhal first reported on the independent auditor's report noting that they have audited the September 30, 2023 financial statements in accordance with the Government Accounting Standards. He noted that the financial statements presented fairly in all material aspects. He provided an unmodified opinion and found no deficiencies in the internal controls. Mr. Leventhal reported on the Plan Highlights noting that the net position restricted for pensions was \$47,574,757 which was 1% higher than 2022. The total contributions were \$866,726 which was 26% lower than 2022 with the decrease due primarily to lower employer contributions of \$856,776 and employee contributions of \$9,950. Employee contributions are 9% of the member's compensation. The total interest and dividend earnings were \$1,262,9168; the net investment income was \$4,808,055 which was 184% higher than 2022 due to improving market conditions. The benefit payments were \$5,019,647 which was 3% lower than 2022 due to retiree's passing. He noted that this was a closed plan. The Revenues which are additions to the net position were \$5,677,473 and was comprised of contributions of \$866,726, plus net investment income of \$4,808,055) and other income of \$2,692. The expenses (deductions) decreased from \$5,253,870 to \$5,119,305 and the total net position restricted for benefits at September 30, 2023 was \$47,574,757 an increase of \$558,168 from 2022. Mr. Leventhal reported on the detail of administrative expenses that totaled \$99,658. The legal fees were \$33,000 the Actuary fees were \$22,714, the administrative fees were \$21,550, the accounting fees were \$12,150, the fiduciary liability insurance was \$6,683, the conferences were \$2,245 and a miscellaneous expense of \$1,316. Finally, Mr. Leventhal noted that he received full cooperation from each of the vendors. That being said, he noted that if the Board had no questions for him that a motion was in order to approve the 9/30/2023 financial statements as presented. Trustee Evoy moved to approve the financial statements as presented and Chairman Magnuson seconded the motion and it passed. A second motion was made by Trustee Musto to authorize the Chairman to sign the Representation letter and it was seconded by Trustee Evoy and passed.

Presentation of 10/1/2022 Actuarial Valuation

Mr. Krekora reported that the required Employer contribution for the fiscal year ending 9/30/2023 is \$856,776 and for the fiscal year ending 9/30/2024 is \$857,552. The last valuation for 2022, Mr. Krekora recommended resetting the actuarial value of assets to match the market value of assets in order to recognize the full \$1.2 million loss last year. This lowers the amount of the city's contribution and keep level at approximately \$800,000 a year for the next 8 years. The overall plan experience was less favorable than anticipated due primarily to fewer retiree deaths and higher than expected salary increases (13.1% vs. the 6.0% assumption). However, these losses are offset by a higher-than-expected investment return of 7.2% and fewer than expected retirements. The return on a market value bases net of investment expenses was 10.7%. Mr. Krekora reported on the cost-of-living variable benefit noting that certain conditions must be met in order to pay a COLA to the retirees. 1) there must be an actuarial gain from investment earnings, 2) there must be an overall gain for the year and 3) there must be an accumulated gain over the years. None of these conditions were for the retirees and beneficiaries in pay status on 9/30/2023; therefore, no COLA will be paid.

The Funded ratio this year was 91.7% compared to 91.1% from last year. Mr. Krekora noted that the plan is near a point where the accumulated assets in the Trust exceed the total present value of expected future benefits. As contributions to the trust are expected to decrease, he recommends having cash flow projections prepared to better understand the liquidity needs. That being said, Trustee Hackett moved to approve the October 1, 2023 actuary valuation and Trustee Musto seconded the motion and it passed. A second motion was made by Trustee Hackett to authorize the Actuary to prepare cash flow projections and the motion was seconded by Trustee Musto and passed.

Consent Agenda: For Approval: Warrant #348

Benefits USA, Inc. (Flat Monthly Fee for February 2024)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for February 2024)	\$275.00
Fifth Third Bank (Q4-2023 Custodian Fee-Inv #7732179 dated 1/4/2024)	\$3,416.50
GRS (Services Rendered; Invoice #484480 dated 1/3/2024)	\$4,550.00
KSDT (Progress Billing for 9/30/2023 audit; Inv#28505 dated 1/31/2024)	\$4,700.00
Total	\$14,641.50

For Ratification:**Warrant #346 & 347**

Benefits USA, Inc. (Flat Monthly Fee for December)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for December)	\$275.00
FPPTA (Trustee Registration for Hackett and Evoy plus CPPT for Evoy)	\$2,650.00
FPPTA (Pension Fundamentals Online class for David Evoy)	\$150.00
David Evoy (Hotel & Per Diem for FPPTA WTS)	\$1,129.48
Valerie Hackett (Hotel & Per Diem for FPPTA WTS)	\$878.36
Sawgrass Asset Mgmt (Q3-2023 Mgmt Fee; Inv #dege112s-09302023)	\$9,003.03
Segal Bryant & Hamill (Mgmt fee; Invoice #200064 dated 10/20/2023)	\$3,609.84
Sugarman Susskind ETAL (Legal Fees; Inv #183649 dated 12/12/2023)	\$3,000.00
Total	\$22,396.07
Benefits USA, Inc. (Flat Monthly Fee January 2024)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for January 2024)	\$275.00
KSDT (Progress billing for 9/30/23 audit; inv #27269 dated 12/31/2023)	\$3,500.00
Lazard Asset Mgmt. (Q4-23 Mgmt. Fee-Inv #1806661 dated 12/31/2023)	\$2,627.07
London Co. (Q4-23 Mgmt. Fee-Invoice dated 1/16/2024)	\$9,235.45
Renaissance Inv Mgmt. (Q4-23 Mgmt Fee-Invoice dated 1/4/2024)	\$4,291.45
Sawgrass Asset Mgmt (Q-2023 Mgmt Fee; Inv #dege112s-12312023)	\$9,517.28
Sugarman Susskind ETAL (Legal Fees; Inv #184435 dated 1/16/2024)	\$3,000.00
Wedge Cap Mgmt. (Q4-2023 Mgmt. Fee-LC a/c #W00639 dated 1/11/2024)	\$12,996.94
Wedge Cap Mgmt. (Q4-2023 Mgmt. Fee-FI a/c #W01170 dated 1/11/2024)	\$6,642.50
Total	\$53,785.69

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

Attorney's Report:

Ms. Levine reported that the Florida Legislature amended the annual filing of the financial disclosure form 1 noting that this form must be filed electronically using the Commission on Ethics website <https://disclosure.floridaethics.gov/Account/Login>. The Form 1 is still due by July 1, 2024 and for new Trustees within 30 days of appointment. Form 1 will no longer be accepted by the Supervisor of Elections and the online portal is a direct filing with the Commission. That concluded Ms. Levine's report.

Administrator's Report:

The Administrator had nothing further to report.

Next Meeting Date:

The Administrator reported that the next regular meeting date is May 13, 2024 at 1:00 PM.

Future Meeting Dates: August 12, 2024 and November 4, 2024 at 1:00 PM.

Adjourn: Trustee Musto moved to adjourn and Trustee Evoy seconded the motion and it passed.
The meeting was duly adjourned at 2:16 pm.

Valerie Macketh
Secretary

5/13/2024
Date



**City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, March 14, 2024
Hillsboro Technology Center | 50 Hillsboro Technology Drive**

CALL TO ORDER/ROLL CALL

Chair Strowbridge called the meeting to order on the above date at 6:35 p.m.

Present: Chair Strowbridge
Vice Chair Jackson - *arrived at 6:40 p.m.*
Diane Chisholm
Barri McMillon
Annette Mitchell

Also Present: Greg Warner, Director of Parks and Recreation
Lauren Goas, Administrator of Special Events & Athletics
Adele Trizzino, Manager II Community Events
Milton Collins, City Attorney's Office
Commissioner Ben Preston, District 2

Approval of February 8, 2024 Minutes

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

JUNETEENTH DISCUSSION

Lauren Goas, Administrator of Special Events & Athletics, provided a brief update on the construction at Oveta McKeithen, whereby, the gym may not be available for the Juneteenth event. Further, she stated that the Historical Society is completing their Deerfield Beach African American exhibit and would like to showcase it at Juneteenth.

Thereafter, there was a brief discussion between staff and the Board regarding the time and length of the Juneteenth event.

MOTION was made by Ms. Chisholm, seconded by Vice Chair Jackson to recommend that Juneteenth be from 2 p.m. - 7 p.m. The motion PASSED unanimously.

The Board outlined various components that they would like to see at the Juneteenth event, a kids corner, museum, 3v3 basketball tournament, empowerment session, steel drums, Maverick Entertainment, a short film, African Library, and live music. Furthermore, the Board advised that they would like the following items amended, smaller family (and possibly church) tents, criteria for each tent to include a historical display, reenactment performance from Ebony O'Neil from Flanagan High School (Pembroke Pines), and the addition of an "old school gospel" to the lineup.

Commissioner Preston encouraged the Board to extend invites to all schools, i.e. St. Ambrose and Pompano High School, to get them involved. He reminded the Board that Juneteenth is not exclusive to any particular faith or district, regardless of background or color, so it must feel welcoming to all.

Thereafter, there was a brief discussion between staff and the Board regarding the pros and cons of having rides and gaming stations at the event. The Board agreed with there not being a gaming van, but stated that they are open to entertaining elements as long as it does not take away from the educational component of the event. Thereafter, a suggestion was made to allow children to earn tickets to the rides by interacting with the education stations.

Staff advised that rode options and costs will be presented at the next meeting.

CLOSING FROM THE BOARD

Ms. Mitchell thanked city staff for a job well done with the Black Heritage Banquet, as she enjoyed Ms. Joy and Trayon Gaskins singing.

Ms. Chisholm suggested that staff limit the time speakers are on stage, as well as sitting the Elected Officials at multiple tables.

CLOSING FROM THE BOARD

Adele Trizzino, Manager II Community Events, shared the marketing pieces for the Sip & Stroll and Ocean Blues and Brews events. Thereafter, she encouraged the Board to attend and asked that they help spread the word.

COMMENTS FROM THE PUBLIC

Thelema Lamar, Deerfield Beach Cultural Committee member, requested that the Cultural Committee be able to create and run a cultural station at Juneteenth.

COMMENTS FROM THE ATTORNEY

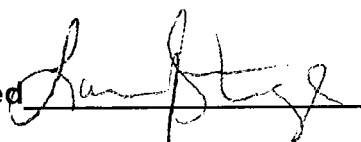
None.

NEXT MEETING

April 11, 2024

ADJOURNMENT

MOTION was made by Ms. McMillon, seconded by Vice Chair Jackson to adjourn the meeting at 8:08 P.M. The motion PASSED unanimously.

Minutes Approved  Date 05/01/2024



Meeting Minutes

Community Redevelopment Agency

Tuesday, April 9, 2024

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 7:01 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Michael Hudak - *tardy*
Mr. Bernie Parness
Mr. Ben Preston
Vice Chair Todd Drosky
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 - March 12, 2024

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve the March 12, 2024 minutes as submitted.
Voice Vote:

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

April 9, 2024

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

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2024/003 - A Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, designating Todd Drosky as Vice Chair of the Board of the Deerfield Beach Community Redevelopment Agency; providing for an effective date.**

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

There were no comments made by the Board.

MOTION was made by Mr. Preston, seconded by Mr. Parness, to approve Item 1, adopted Resolution 2024/003. Voice Vote:

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

- 2. CRA Resolution 2024/004 - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an amendment to the Employment Agreements with Mark DiMascio, the CRA Capital Projects Manager, and Ashlee Temple, the CRA Administrative Coordinator, to provide for use of the City's annual performance evaluation policies and procedures and cost of living adjustments; providing for execution and an effective date.**

Kris Mory, Community Redevelopment Agency Director, said the City is in the process of implementing a new evaluation tool; therefore, this item allows both contracted, CRA employees, to be closely aligned with city employees. Thereafter, she briefly outlined the revisions within their agreements.

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

There were no comments made by the Board.

MOTION was made by Mr. Parness, seconded by Mr. Preston, to approve Item 2, adopted Resolution 2024/004. Roll Call:

Yeas: 4 - Mr. Parness, Mr. Preston, Vice Chair Drosky, and Chair Ganz

Nays: 0

- 4. Presentation regarding the Fiscal Year 2024 Mid-Year Accomplishments.**

Item 4 was discussed prior to Item 3.

Kris Mory, Community Redevelopment Agency Director, highlighted a PowerPoint presentation regarding the fiscal year 2024 mid-year accomplishments.

Technical difficulties arose, so a brief portion of the presentation was not recorded.

Ms. Mory outlined the Capital Improvement Projects, which include the S-Curve Overhead Utility Undergrounding and Streetscape Project.

In response to Chair Ganz's question, Ms. Mory replied that the project will be completed in October, November 2024. Thereafter, she continued outlining the Capital Improvement Projects, which include fishing pier improvements; Sawgrass to Sawgrass Center at Sullivan Park, which has received the local permitting and will need additional permitting once the contractor is chosen. She explained that staff did perform value engineering in an effort to reduce the cost; nonetheless, the project is currently out to bid, and will close April 24th. Furthermore, a grant application was submitted to the Florida Inland Navigation District (FIND) for \$3.36 million, which is half of the construction cost for the museum portion of the facility. The next deadline is May 15th; however, if staff doesn't receive feedback, then the application is complete and staff will hopefully be invited to give a presentation on June 21st and 22nd in Cocoa Beach. Ms. Mory explained that maintenance was performed to the shade sails at Sullivan Park, whereby, the CRA only paid for the installation.

Mr. Hudak arrived at 7:13 p.m. via Zoom.

GENERAL ITEMS - CONTINUED

Ms. Mory displayed a photograph of the Cove Shopping Center parking kiosks. Thereafter, she outlined the programs, which include community policing, public art, retail attraction, and Freebee. CRA also assists with special events, i.e. Ocean Way Holiday, the holiday boat parade, etc. Ms. Mory said the CRA Annual Report went out on time and is in compliance with the State Statutes.

Continuing, Ms. Mory said there are two unknowns when planning for the fiscal year 2025 budget, the bids for the Sullivan Park facility and funding from the FIND grant; therefore, three scenarios are being presented. The first scenario is based on a 3% increase in revenue, the Sullivan Park Facility being on budget, and full funding from the FIND grant, whereby, the total tax increment funding available for capital projects is \$3.9 million. She explained that, if awarded, the FIND grant money will be paid to the CRA on a quarterly, reimbursement basis. Scenario 2 is based on a 3% increase in revenue, the Sullivan Park Facility being on budget, and no funding received from the FIND grant, whereby, the total tax increment funding available for capital projects is \$617,970. Scenario 3 is based on a 3% increase in revenue, the Sullivan Park Facility being 10% over the cost estimate, and no funding received from the FIND grant, whereby, the total tax increment funding available for capital projects is (\$382,030). Further, once Freebee is operational for a certain amount of time, grants can be sought; nonetheless, if Scenario 3 did occur, the Board could decrease the other programs, i.e. community policing, commercial façade, etc.

Lastly, Ms. Mory said due to the unknowns in 2025, the Board may have \$0 to \$3.5 million to rollover to 2026. Further, she said Broward County advised that the last tax increment payment will occur in 2028, which is being discussed further, as herself and the attorney disagree; nonetheless, tax increment revenue will be received from 2026 - 2028, which can be saved for up to three years if the Board desires to fund a larger project. Furthermore, CRA staff reviewed the 1999 CRA Plan and identified the following projects as not yet being funded, ADA sidewalks; affordable housing, which the Board has advised is not a priority for the barrier island or Cove area; Cove Shopping Center parking garage; landscaping; main beach parking lot improvements; parks; real estate acquisition; residential development connecting Publix and Cove plazas; and retail attraction.

In response to Vice Chair Drosky's question, Ms. Mory replied that the maturity date for the debt service is 2029.

Vice Chair Drosky said if the County is sunsetting the CRA in 2028, how will the payment be made in 2029. Further, he said the parking issues at the Cove Shopping Center continues to worsen, and as the City grows those issues will intensify; therefore, he suggested conducting a feasibility study to determine whether a parking garage is warranted. Thereafter, he provided a brief overview of how the feasibility study could be funded under each scenario. Vice Chair Drosky reiterated his request to add the feasibility study to the fiscal year 2025 budget.

Mr. Preston agreed that parking is a concern and should be addressed; nevertheless, he would like to see if a plan can be developed for affordable housing.

Ms. Mory said affordable housing has not been discussed by the Board, so she does not have an answer at this time; nonetheless, affordable housing on the barrier island is an oxymoron at this time, but affordable housing within the Cove can be investigated. She stated that the housing stock within the CRA is some of the most affordable housing in Broward County that is near the ocean and intracoastal; nonetheless, if the Board desires to go in that direction, it's in the plan, so it's fundable expenditure.

Mr. Preston said if it proposes a lot of difficulty, then affordable housing shouldn't be an option, but if it's something this Board can plan for, then it should be looked into.

Mr. Parness spoke in support of affordable housing.

Mr. Hudak said the CRA Plan was created in 1999, and is not the wish list for this Board; nevertheless, staff and the Board must find a way to invite retail exposure and building to the CRA District, as it is vitally important to build the tax revenue and increase the patronage. Further, he spoke in opposition to making radical changes to the main beach parking lot, but agreed with Vice Chair Drosky on conducting a study to see how parking at the Cove can be improved.

Mr. Hudak arrived in person at 7:44 p.m.

GENERAL ITEMS - CONTINUED

Chair Ganz reiterated that the CRA Plan was established in 1999, whereby, staff has done a great job combing through the plan and outlining the items that have not yet been addressed. He said there are severe limitations on the sidewalks, so making it a priority is difficult. Thereafter, he spoke in opposition to adding affordable/attainable housing to the barrier island, as there is limited space, etc. Further, he expressed frustration with how long the undergrounding is taking along the S-Curve and spoke in support of adding additional landscaping but expressed concerns with the City having to take it over once the CRA sunsets. Chair Ganz spoke in opposition to making improvements to the main beach parking lot, as there wouldn't be anything to really gain. He said if property is bought, it is taken off the tax roll, which is ineffective because it is some of the most expensive real estate in the City; nonetheless, maximizing parks and acquiring small pieces of land to better enhance them would be beneficial. He stated that it may not be the best idea to construct a residential development with higher density and connectivity, as it would create more traffic and raise resident concerns. He suggested investing most of the money into retail attraction and stated that whatever is done, this Board must keep in mind that the City will have to maintain everything once the CRA sunsets. He spoke in support of community policing, but stated that alternatives must be investigated. Lastly, he is unsure about putting a parking garage in the middle of the Cove Shopping Center, as he believes it would hurt the businesses more than help; nonetheless, a plan must be put into place when the current parking limitations are lifted.

Mr. Preston said these projects were on the list and should be discussed at lengths, and if it is found that many are not attainable, then they should be removed from the plan; otherwise, the plan will not be taken seriously.

Mr. Hudak said these items have been on the list for a long time, and its staff's obligation to include them and for this Board to discuss them. Further, he said affordable housing, anywhere in this city is something that has been supported by the Commission but whether or not it is fiscally feasible in the CRA District would have to be sought and funded by a developer, not the CRA Board.

Chair Ganz said the Board is not required to debate the items within the plan, nor amend the plan should the Board desire to remove any of the items; however, if the Board desires to add something different, then the plan would have to be amended.

In response to Chair Ganz's question, Ms. Mory replied that a plan amendment would need County approval.

Chair Ganz said these items are what we are allowed to do, not what we have to do; nevertheless, if there is an item that is a priority to a member, then it can be pulled aside and debated.

3. Update regarding the Freebee rideshare service.

Claudia Miro, Freebee, 371 NE 61st Street, Miami, provided a brief overview of how the Freebee data is collected. She explained that a live dash board has been created for CRA staff to review at all times, including real time. Thereafter, she displayed the live dash board. Further, she said the ridership has increased week after week; however, it is challenging with it not being offered every single day. Lastly, she said she will report back to the Board in month three, then again in month six.

In response to Mr. Hudak's questions, Ms. Miro replied that there are four vehicles that run from Thursday to Sunday. Further, she said additional vehicles will be needed when the requested rides out weigh the completed rides, and if there is an increase in wait times.

In response to Mr. Preston's question, Ms. Miro replied that she is unaware of any issues since the launch; however, there are times during the soft launch when the geofence needs to be adjusted.

Vice Chair Drosky requested running the report from March 14th to April 9th, which was displayed from the live dash board. Further, he requested that a day by day break down be added.

5. Presentation of the Fiscal Year 2023 Annual Report.

The Fiscal Year 2023 Annual Report was provided to the Board.

ADMINISTRATION COMMENTS

There were no administration comments.

BOARD COMMENTS

There were no board comments.

PUBLIC COMMENT

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, thanked CRA staff, as well as the Board for everything they have done.

ADJOURNMENT

MOTION was made by Mr. Parness, seconded by Mr. Hudak, to adjourn the meeting at 8:15 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 9, 2024

Special Magistrate Andrew Dunkiel, City Commission Room called the meeting to order at 10:00 AM.

PRESENT: Roy Davis, Code Compliance Manger
Bernard Pita, Code Compliance Director
Patesha Johnson, Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Caleb Gomez, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Tiffany Fortune, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	23060014	1098 HILLSBORO LLC	1098 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – ATTORNEY LISA DANIELS FINAL ORDER ISSUED COMPLY BY 5/10/2024 \$150 PER DAY \$80 PROSECUTION COST
2	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY STEVEN PETRI CIRUS BLACK SHEER CONTINUED TO 7/9/2024
4	24010213	CHOICE PLUS LLC LE MARTINS,CAMILA COZAC LEITE ETAL	46 SE 10 ST, UNIT 3,DEERFIELD BEACH, FL 33441 3	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/7/2024 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Section 46-14. - Same—Encroaching on property of others.	
6	24010193	BOGDAN,MICHAEL	264 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS PRESENT – ATTORNEY RYAN M. HORLAND CONTINUED TO 5/14/2024
7	24010199	CURRERI,ROBERT JR	1511 SE 15 CT, UNIT 205,DEERFIELD BEACH, FL 33441 205	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ROBERT CURRERI JR CONTINUED TO 6/11/2024
9	24020094	LEAPMAN,SCOTT D SMITH,JONATHAN	1230 SE 8 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – SCOTT LEAPMAN, JONATHAN SMITH FINAL ORDER ISSUED COMPLY BY 5/10/2024 \$150 PER DAY \$80 PROSECUTION COST
11	24010194	1910 SE 2 ST LLC	1910 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – ROBERT AND KAREN LANGER EXTENDED TO 5/10/2024
12	24010196	DAVIS,JEROD & LISA	1014 SE 14 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$125 PER DAY

13	24010189	HUDSON DE ARAUJO,MAIKE MORAIS ARAUJO,SANDRA	510 SE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$125 PER DAY
16	24020109	BRACY,GEORGE EDWARD GRAHAM,WILLIE ROSETTA	501 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT WAS PRESENT – WILLIE ROSETTA FINAL ORDER ISSUED COMPLY BY 5/10/2024 \$110 PER DAY PER VIOLATION \$80 PROSECUTION COST
19	24020112	BROWN,TOM EST	715 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	
20	24020114	MOORE,VERA	701 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – JERRY MOORE CONTINUED TO 5/14/2024
27	23110054	HARRIMAN,GARY DON	3500 SW NATURA BLVD, UNIT 301,DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$125 PER DAY
28	21010139	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442 B101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 6/11/2024

28 A TAB 29 THRU 81	21010140	BRATT,DEBORAH J	17 DEER CREEK RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/11/2024 \$150 PER DAY COST WAIVED
33 THRU 44	21010146	DB SUB 3 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/11/2024 \$150 PER DAY COST WAIVED
45 THRU 63	21010089	41 DEER CREEK ROAD G102 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/11/2024 \$150 PER DAY COST WAIVED
64 THRU 67	21010110	DACOSTA,JOEL	57 DEER CREEK RD, DEERFIELD BEACH, FL 33442 F103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/11/2024 \$150 PER DAY COST WAIVED
68 THRU 72	21010113	AS TRUST LLC	49 DEER CREEK RD, DEERFIELD BEACH, FL 33442 E104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/11/2024 \$150 PER DAY COST WAIVED

73 THRU 77	21010126	BLUTTER,GREGORY	33 DEER CREEK RD, DEERFIELD BEACH, FL 33442 D102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/11/2024 \$150 PER DAY COST WAIVED
78 THRU 81	21010133	25 DEER CREEK ROAD C104 LLC	25 DEER CREEK RD, DEERFIELD BEACH, FL 33442 C104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/11/2024 \$150 PER DAY COST WAIVED
82	22120238	HUBER,SCOTT	205 SE 10 ST, UNIT 2E, DEERFIELD BEACH, FL 33441 2E	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT - SCOTT HUBER EXTENDED TO 7/5/2024
83	24030175	MGF PROPERTY III LLC	272 SW 3 ST, UNIT A-D,DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT REPEAT FINAL ORDER AND IMPOSITION OF FINE ISSUED FOR 2 DAYS AT \$2,500 PER DAY \$80 PROSECUTION COST
85	24020105	FHS PROPERTY SOLUTIONS LLC	1330 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND D ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – RYAN KUHLMAN EXTENDED TO 5/10/2024
86	24010184	BECKETT,FLORA B EST	171 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE;	RESPONDENT WAS PRESENT – RODNEY BECKET

				Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	EXTENDED 4/10/2024
87	24010085	DE AMORIM NUNES,BERNADETH DE ANDRADE NUNES,CLEBER	4620 NW 12 DR, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$125 PER DAY
88	23120014	OM SAI DEERFIELD LLC	351 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (b) - Porches, balconies, decks, exterior stairs, walkways and appurtenances.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$500 PER DAY PER VIOLATION
97	24010208	ILLING,ALAN JOSEPH	906 SE 8 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - ALAN ILLING CONTINUED TO 5/14/2024
99	24020032	KAVAK,NERMIN SONGUL	3036 VENTNOR H, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY-	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024

				Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	
101	24030173	COVE YACHT BASIN DOCKOMINIUM OWNERS ASSN INC	1756 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-28(a) - Storage of materials.	RESPONDENT WAS PRESENT - DENISE BUZZELLI CONTINUED TO 5/14/2024
102	23090049	ALTIER,CUTLER ALTIER,CARLY	525 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$150 PER DAY PER VIOLATION
103	23070034	BRE/ESA P PORTFOLIO LLC %EXTENDED STAY-PROPERTY TAX 0328	1200 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024
104	23100018	KEAIRNES,CLAYTON R	1110 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/10/2024

				Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way.	\$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
105	24020113	BH STR LLC GRHH POMPARO BEACH LLC	551 NW 42 CT, UNIT 101,DEERFIELD BEACH, FL 33064 101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/10/2024 \$150 PER DAY \$80 PROSECUTION COST
107	24020136	ELLMAN,EVAN JANE SHELLEY ELLMANN REV TR ETAL	154 GRANTHAM C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - EVAN JANE ELMAN CONTINUED TO 5/14/2024
109	24010140	RASTOLL,LINDA LE GUERIN,MICHEL LE ETAL	1107 REPUBLIC CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$125 PER DAY
110	24010211	DIONISIO,WILLIAM N DIONISIO,TERESA	147 NEWPORT J, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$200 PER DAY
111	24010111	GEORGES,SAINT J H/E GEORGES,ROSE J	1274 SW 28 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 5/10/2024

114	24010209	HEUMANN,MICHAEL S HEUMANN,TERI	2005 NEWPORT G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024
116	24020025	380 SE 19TH AVENUE LLC	380 SE 19 AVE, UNIT A- E,DEERFIELD BEACH, FL 33441 A- E	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024
117	24020027	HARVEST INVESTMENT INTERNATIONAL INC	1544 SE 3 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – LIZ HI XU CONTINUED TO 5/14/2024
118	24020028	HAAR FLORIDA TR HAAR,THOMMY TRSTEE	2057 SE 6 ST, UNIT 1,DEERFIELD BEACH, FL 33441 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024
119	24020029	1220563 ONTARIO LTD %M KACHEL	2057 SE 6 ST, UNIT 4,DEERFIELD BEACH, FL 33441 4	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024
120	24020030	MARIO FISCHETTI NURSERY INC	2057 SE 6 ST, UNIT 2,DEERFIELD BEACH, FL 33441 2	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024
121	24020031	SHERIDAN,STEPHEN T & SHERIDAN,JULIE C	2057 SE 6 ST, UNIT 3,DEERFIELD BEACH, FL 33441 3	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 5/14/2024
122	24010073	VIEIRA,KRISTAL	1101 CRYSTAL LAKE DR, UNIT 704,DEERFIELD	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/5/2024 FOR \$250 PER DAY

			BEACH, FL 33064 704		
124	23110042	TRUSTED HOMES & MANAGEMENT ML LLC	4400 NW 12 DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/7/2024 \$250 PER DAY \$80 PROSECUTION COST
125	24010012	QUIROZ,RAFAEL	1101 CRYSTAL LAKE DR, UNIT 107,DEERFIELD BEACH, FL 33064 107	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3/8/2024 FOR \$250 PER DAY
126	24030220	YATTE LLC	231 NW 4 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
128	24030123	DICKENS,EDDIE JR	609 NE 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots. FIRE PREVENTION CODE	RESPONDENT WAS PRESENT- EDDIE DICKENS JR EXTENDED TO 5/14/2024

				F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	
A	18060148	DEERFIELD BEACH 786 LLC	2305 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION Section 58-83.(b)(1-4) - Refuse containers, contents and collection schedule. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT – SHALINA JAFFER DENIED MITIGATION OF FINES
B	23070001	DEERFIELD BEACH 786 LLC	2305 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – SHALINA JAFFER DENIED MITIGATION OF FINES

C	21070147	D'ALESSANDRO,GUISEPPE	303 DEER CREEK RUN, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT -GUISEPPE D'ALESSANDRO KEVIN DAWLOWSKI FINES REDUCED TO \$30,000 TO BE PAID BY 5/14/2024
D	23040029	520 DEERFIELD LLC	520 SW 13 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - KENDON T. DAVIS FINES REDUCED TO \$19,000 TO BE PAID BY 7/9/2024

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, April 15, 2024
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Vice Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Robert O'Neill
Commissioner Tom Campbell

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Christopher G. Creed, P.E., Olsen Associates, Inc. (Via
Zoom)
Debra A. Reese, Assistant General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.

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

APPROVAL OF MINUTES: A Motion to approve the March 11, 2024 Regular Meeting Minutes was made by Commissioner Campbell and seconded by Commissioner Loesel.

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

The Motion to approve the Regular Meeting Minutes was approved unanimously. (6-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Campbell and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$92,679.01. The bills were reviewed and discussed in detail.

Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Campbell	Yes

The Motion to approve the outstanding bills in the amount of \$92,679.01 was approved unanimously. (6-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Loesel and seconded by Commissioner Chappell to approve current month's expenses of approximately \$50,000.00.

Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Campbell	Yes

The Motion to approve the current month's expenses of approximately \$50,000.00 was approved unanimously. (6-0)

INLET STATUS REPORT: Assistant Captain Cuevas presented the Inlet depth chart, which depicted seven (7') feet controlling depth seaward and eight (8') feet controlling depth shoreward. There was 26 hours of dredging time, resulting in about 11,700 yd³ of sand bypassed to Pompano Beach.

Assistant Captain Cuevas advised the Board that the crew performed general maintenance. The crew halted dredging toward the channel during the last week of March due to rough weather. The crew started again and then sprung a leak on hydraulic line and water pressure valve.

PUBLIC COMMENTS: None.

NEW BUSINESS

PROPOSAL FROM OLSEN ASSOCIATES FOR US ARMY CORPS OF ENGINEERS SAND BYPASS AND INLET MAINTENANCE PERMIT: Chris Creed of Olsen Associates, Inc. advised that presently the District is operating under a U.S. Army Corps of Engineers Permit which is set to expire in November 2025. Mr. Creed discussed the terms of Olsen Associates, Inc.'s proposal to prepare and apply for a new U.S. Army Corps of Engineers Department of Army permit which authorizes contained inlet channel maintenance and sand bypass operations proposal in the amount of \$94,334.00 and that amount will cover all responses to RAIs. The Board reviewed and discussed the proposal in detail.

A motion was made by Commissioner Strauss to approve the U.S. Army Corps of Engineers Department of Army Permit which authorizes continued inlet channel maintenance and bypass operations proposal in the amount of \$94,334.00 and seconded by Commissioner Chappell.

Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes

Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Campbell	Yes

The Motion to approve the U.S. Army Corps of Engineers Department of Army Permit which authorizes continued inlet channel maintenance and bypass operations proposal in the amount of \$94,334.00 was approved unanimously. (6-0)

REVIEW AND AUTHORIZE SUBMITTAL OF 2023 SAND BYPASS REPORT: Chris Creed of Olsen Associates, Inc. discussed with the Board the 2023 Annual Sand Bypassing Report. A motion was made by Commissioner Campbell to approve the 2023 Sand Bypassing Report and seconded by Commissioner Loesel.

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

The Motion to approve the 2023 Sand Bypassing Report was approved unanimously. (6-0)

REVIEW AND APPROVE 2022-23 ANNUAL AUDIT: District Attorney Tolces advised the Board that they received the 2022-2023 Audit via e-mail and in their Agenda packets. District Accountant, Robert Andrews provided the information that was needed. It was a normal process and the reports are unmodified. There are no large adjustments to the financial statements and the District is in compliance. A Motion was made by Commissioner Strauss to approve the 2022-23 Audit and seconded by Commissioner Loesel.

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

The Motion to approve the 2022-23 Audit was approved unanimously. (6-0)

REVIEW OF PROPOSALS FOR PILINGS: The Board discussed the conditions of the pilings with Assistant Captain Cuevas. The Board also discussed the proposals received for the pilings in detail. A Motion was made by Commissioner Campbell to approve the proposal by Sea-Tech Construction, Inc. in the amount of \$32,075.00 and seconded by Commissioner Strauss.

Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes

Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Campbell	Yes

The Motion to approve the proposal of Sea-Tech Construction, Inc. in the amount of \$32,075.00 for pilings was approved unanimously. (6-0)

REHAUL INLET I: District Attorney Tolces asked the District Board to amend the agenda to add item 11 a. for the proposal of Cable Marine, Inc. to rehaul Inlet I. A Motion was made by Commissioner Chappell to add 11. a. to the Agenda to include the proposal of Cable Marine, Inc. to rehaul Inlet I and seconded by Commissioner Strauss.

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

The Motion to approve to amend the Agenda to add 11.a. to include the proposal of Cable Marine, Inc. to rehaul Inlet I was approved unanimously. (6-0)

District Accountant Andrews advised the Board that originally this was an agenda item when Inlet II was done. The District was going to haul both of them and placed that money aside but that was several years ago. After Inlet II was finished, the District did not do Inlet I because the District was looking at budget end and other items the District had coming. The crew has been waiting for a spot to open up and bring this back and unfortunately a spot opened up sooner than thought. This was money and matter that was discussed over two and a half years ago when we worked on Inlet II that both were going to be done. The Board discussed the proposal of Cable Marine, Inc. in the amount of \$81,750.00.

A Motion to approve the proposal of Cable Marine, Inc. to rehaul Inlet I was made by Commissioner Strauss in the amount of \$81,750.00 and seconded by Commissioner Campbell.

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

The Motion to approve to the proposal of Cable Marine, Inc. to rehaul Inlet I in the amount of \$81,750.00 was approved unanimously. (6-0)

OLD BUSINESS

GENERAL COUNSEL COMMENTS: District Attorney Tolces passed out an e-mail that he sent to Commissioner Turner because Commissioner Turner was asked by the City of Lighthouse Point Commission to come to their meeting to provide them with an update related to the dock that is being proposed to be built on the south side of the inlet. Attorney Tolces provided Commissioner Turner with some pointers that are listed in the e-mail. It appears that the City of Lighthouse Point may in fact send some type of Resolution or letter of support to the FDEP in support of the District's position relating to the proposed dock permit. One of the points that Commissioner Turner wanted to make was that if any of the other District Board Commissioners want to go to the municipalities they represent and update them and see if there would be any interest of sending a letter of support like the City of Lighthouse Point is apparently doing, these are some of the pointers the Commissioners could use in their presentation as well. There is an article in The New Pelican which Commissioner Strauss brought to the meeting and Attorney Tolces stated that he would e-mail it to the Board which gives a brief synopsis of what happened at the City of Lighthouse Point Commission meeting.

As of right now, the FDEP permit is in a holding pattern as they are apparently waiting on information back from the property owner. The U.S. Army Corps. of Engineers permit is on hold as attorney Tolces believes they told the property owner they need to submit a different type of permit application in light of the potential impact on marine resources and the Federal project that was completed south of the inlet.

Attorney Tolces advised that the survey has been finalized for the area south of the inlet where the District hopes to be able to obtain an easement from the owner of that property. Attorney Tolces stated he was hoping he would have it at this month's meeting, but it looks like it will be presented at next month's meeting. He stated his firm is finalizing the easement and then hopes to meet with the property owner to agree and sign the easement and will bring it back to the District Board at next month's meeting for acceptance.

Attorney Tolces advised that he will be out of town next week.

Commissioner O'Neill requested for an accounting to date from Attorney Tolces' firm for the dock permitting matter. Attorney Tolces advised he will bring the amount of fees and costs spent to date at the next meeting.

Attorney Tolces advised that the District Board's next meeting will be on May 20 at 6:30 PM and advised that the District will be getting into budget season soon. He advised that the District currently has their September meetings set for the 16th and the 23rd.

COMMISSIONER COMMENTS: No comments.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 7:07 PM by Vice Chair Gore.

Respectfully submitted,

Kimberly Longo, District Secretary



Regular City Commission Meeting - June 4, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 4, 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 June 4, 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 June 4, 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 June 4, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82816556364?pwd=a0cyWTB0azZkVTVwOGZKaDVOZ2tjdz09>
 - 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: 828 1655 6364#, Participant ID: #, Passcode: 174469#

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

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on June 4, 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. 2024-279

Agenda Date: 6/4/2024

Status: PUBLIC HEARINGS - FIRST
READING

In Control: City Commission

Title

P.H. 2024-072: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98, ARTICLE III "ZONING DISTRICT REGULATIONS", SECTION 98-60 "CF COMMUNITY FACILITIES" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT ADULT DAY CARE AND CHILD DAY CARE CENTERS WITHIN THE CF, COMMUNITY FACILITY ZONING DISTRICT AS A CONDITIONAL USE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for June 18, 2024

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Planning and Development Services Department has received an application to locate a child day-care on a vacant parcel of land currently zoned as CF, Community Facility. The purpose of this district is "to provide for those areas identified in the land use element of the comprehensive plan as suitable for use by community facilities". The City's Comprehensive Plan indicates that community facilities include, "educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities."

Currently, adult and child day-care facilities are not enumerated as a permitted or conditional use in the CF, Community Facility zoning district. A large portion of the service provided by child day-cares is educational preparation to enter kindergarten. By their nature, child day-care facilities fall under the broad use of "educational facilities" described in the Comprehensive Plan. The application mentioned above is precluded from being constructed only by the fact that the City Land Development Code defines a school as a facility that serves grades K-12. While not necessarily educational in nature, adult day-care facilities serve a similar civic purpose as child day-care facilities.

Other districts in the Land Development Code allow child and adult day-care facilities as a conditional use. The RS-7, Residence Single-Family district allows only child day-care facilities as a conditional use, subject to them being located 1,000 feet away from another child day-care facility. The RM-10, Residence Multifamily; RM-15, Residence Multifamily; and RM-25 Residence Multifamily allow adult and child day-care facilities as a conditional use. Finally, both the B-1, Community Business and B-2, Highway Business zoning districts allow adult and child-day care facilities as conditional uses with no restrictions.

The Deerfield Beach Business Tax Office reports that there are only ten (10) nursery/child day-care facilities with an active business tax receipt in the City.

Due to these reasons, adult and child day-care facilities warrants being included among the conditional uses in the CF zoning district.

Summary of proposed changes:

- Add “Adult and child day-care facilities” as a conditional use in Section 98-60 of the Land Development Code (the conditional use requirements are set forth in Section 98-85 of the City's Land Development Code).

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98, ARTICLE III “ZONING DISTRICT REGULATIONS”, SECTION 98-60 “CF COMMUNITY FACILITIES” OF THE CITY’S LAND DEVELOPMENT CODE TO PERMIT ADULT DAY CARE AND CHILD CARE CENTERS WITHIN THE CF, COMMUNITY FACILITY ZONING DISTRICT AS A CONDITIONAL USE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, under the Florida Constitution and Section 166.021, Florida Statutes, municipalities are given broad home rule powers, including the authority to adopt regulations designed to promote the public health, safety, and general welfare of the citizenry; and

WHEREAS, the Deerfield Beach Comprehensive Plan indicates community facilities include, “educational, medical, governmental, religious, civic, judicial, and correctional facilities”; and

WHEREAS, adult and child day-care facilities fall into the broad category of community facilities within the City’s Comprehensive Plan since they serve educational and civic purposes; and

WHEREAS, other districts within the Land Development Code provide for adult day care and child care facilities as a conditional use, subject to the requirements for conditional uses set forth in Section 98-85 of the City’s Land Development Code; and

WHEREAS, the City Commission has determined it appropriate to amend the City’s Land Development Code to permit adult day care and child care center facilities within the CF, Community Facility zoning district as a Conditional Use.

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 incorporated and made a part of this Ordinance.

Section 2. Chapter 98 “Zoning District Regulations” of the Land Development Code is hereby amended to read as follows¹:

Chapter 98 – ZONING DISTRICT REGULATIONS

¹ Additions to existing Land Development Code text are shown in underline. Deletions to existing text are shown in ~~striketrough~~.

Sec. 98-60. CF community facilities.

(c) Conditional uses. Upon application and after a favorable determination by the board of adjustment or the city commission (where the conditional use is a part of the site plan application) that all conditions and provisions of a conditional use have been met, the uses listed below may be permitted as conditional uses in this district. In addition to any provisions listed herein, all proposed conditional uses shall comply with the requirements of this Code, be heard and decided by the board of adjustment (or city commission where applicable) as set forth herein, and be consistent with the objectives and recommendations of the city's comprehensive plan.

(1) Special residential facility, adult congregate living facility (ACLF) subject to the provisions of section 98-93 of this Code. Further, the building height shall not exceed 45 feet. The number of permitted dwelling units per acre (DU/AC) shall be limited to the allocation of "reserve" or "flexibility" units as prescribed in the City of Deerfield Beach Land Use Plan.

(2) Adult Day Care and Child Care Centers, subject to compliance with the requirements set forth in Section 98-85 "Conditional use" of this Code.

Section 3. 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 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. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. 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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-276

Agenda Date: 6/4/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-073: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING CHAPTER 78, "COMMUNITY APPEARANCE BOARD," SECTION 78-5 "POWERS AND DUTIES; APPEALS", SECTION 78-6 "SUBMISSION OF PLANS AND SPECIFICATIONS", AND SECTION 78-7 "EVALUATION CRITERIA; MINIMUM DESIGN CRITERIA PREREQUISITE TO ISSUANCE OF DEVELOPMENT PERMIT" TO UPDATE THE PROVISIONS AND CROSS-REFERENCES CONSISTENT WITH THE SIGN CODE UPDATE; AMENDING CHAPTER 98, "LAND DEVELOPMENT REGULATIONS", ARTICLE III, "ZONING DISTRICT REGULATIONS", AND ARTICLE VI, "SUPPLEMENTARY REGULATIONS" TO REMOVE SIGNAGE REGULATIONS FROM CHAPTER 98 THAT ARE ADDRESSED IN THE NEW SIGN CODE; REPEALING EXISTING CHAPTER 102, "SIGN CODE" IN ITS ENTIRETY; REPLACING THE EXISTING SIGN CODE WITH THE NEW CHAPTER 102 "SIGN CODE" SET FORTH IN THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Planning & Development Services Department is proposing changes to the Land Development Code as it relates to the regulations related to signage. The proposed changes are comprehensive; the current Sign Code is being repealed in its entirety, and re-written. Below are the proposed major changes:

- Reorganization: The current code is organized in a manner that can be difficult to navigate. Several different sections and subsections determine allowable signage. There is also a significant amount of redundancy among the different sections of code. The re-organization of the proposed sign code allows for easier navigation and removes the redundancy. Several redundant sections have been stricken from the Code.
- Clarification of Terms & Regulations: There are both terms and regulations in the current code that are either confusing, inconsistent or are not defined. The proposed amendment adds definitions, clarifies confusing language, and corrects inconsistent language.

- Updating the Code: The proposed code changes address new types of signs, new materials used for signage, and new laws that affect sign regulations. Examples include: Adding parking identification and building identification signs to the Code, regulation for new types of signs such as pan signs, push-through letter signs, and LED lit signs; and updating the Code to address new case law with regard to signs.
- Improving the Aesthetics of Signs: The proposed regulations include a myriad of changes designed to improve the aesthetic of signs in the City. Examples include: Expanding regulations on lighting of signs, clarifying language on signs that are prohibited, adding aesthetic considerations to sign variance requests, and allowing for vacant storefronts to be decorated on a short-term basis, with Community Appearance Board approval.
- Improving Signage for Businesses & Community: The proposed amendment includes changes to the regulations that will allow more flexibility in the sign regulations that will improve signs for businesses. Examples include allowing more flexibility to window signs, additional rear wall signs for out parcels, increasing the size of directional signs, and allowing for temporary banners and window signs for new businesses. Additional clarification was included for signs in the Community Facilities and Open Space districts that better meet the needs for those types of uses.

The proposed sign code reorganization was drafted with the goal of creating a more user-friendly document that is easier to follow for business owners, sign contractors, staff, and the general public. Staff is also drafting a new guidebook for the sign code that provides a graphic representation and summarizes pertinent code sections, to assist new business owners and developers in creating their signs.

At the April 24, 2024 Community Appearance Board meeting, the Board recommended approval of the proposed amendments.

At the May 2, 2024 meeting of the Planning and Zoning Board, the Board recommended approval of the proposed amendments.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE BY AMENDING CHAPTER 78, “COMMUNITY APPEARANCE BOARD,” SECTIONS 78-5 “POWERS AND DUTIES; APPEALS”, SECTION 78-6 “SUBMISSION OF PLANS AND SPECIFICATIONS”, AND SECTION 78-7 “EVALUATION CRITERIA; MINIMUM DESIGN CRITERIA PREREQUISITE TO ISSUANCE OF DEVELOPMENT PERMIT” TO UPDATE THE PROVISIONS AND CROSS-REFERENCES CONSISTENT WITH THE SIGN CODE UPDATE; AMENDING CHAPTER 98, “LAND DEVELOPMENT REGULATIONS”, ARTICLE III, “ZONING DISTRICT REGULATIONS”, AND ARTICLE VI, “SUPPLEMENTARY REGULATIONS” TO REMOVE SIGNAGE REGULATIONS FROM CHAPTER 98 THAT ARE ADDRESSED IN THE NEW SIGN CODE; REPEALING EXISTING CHAPTER 102, “SIGN CODE” IN ITS ENTIRETY; REPLACING THE EXISTING SIGN CODE WITH THE NEW CHAPTER 102 “SIGN CODE” SET FORTH IN THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, City staff reviewed the existing Sign Code and other land development regulations in the City Code related to signage and determined that certain revisions were necessary to implement municipal goals and objectives, reorganize the sign regulations to make them more user friendly, and to respond to signage trends in the City; and

WHEREAS, the City Commission wishes to update the regulatory requirements in the City’s Land Development Code and City Code relating to signage; and

WHEREAS, the City Commission held a duly noticed public hearing on June 4, 2024, after considering the recommendations made by the Planning and Zoning Board at the Board’s duly noticed public hearing on May 2, 2024, and the recommendations made by the Community Appearance Board (“CAB”) at the CAB’s April 24, 2024 Meeting; and

WHEREAS, the City Commission finds that the regulations in this Ordinance are reasonably related to the health, safety, and general welfare of the citizens, property owners and visitors of the City, and that it is in the best interest of the City of Deerfield Beach to enact this Ordinance.

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 78, “Community Appearance Board”, Sections 78-5, “Powers and duties; appeals”, 78-6, “Submission of plans and specifications” and 78-7, “Evaluation criteria;

minimum design criteria prerequisite to issuance of development permit” of the City of Deerfield Beach Land Development Code are hereby amended to read as follows¹:

Chapter 78 COMMUNITY APPEARANCE BOARD

Sec.78-5- Powers and duties; appeals

- (b) Any person aggrieved by a decision of the board may file a letter of appeal in a form prescribed by the city (together with the applicable fee) with the city commission by filing same with the city manager, or designee, within ten business days of the decision. Such letter of appeal shall identify the application and the action which is the subject of the appeal and shall set forth the grounds for appeal with specificity and the requested relief. The city commission shall sit, in open session, as an appeal board and shall hear the appeal at either the first, second or third regularly scheduled city commission meeting after the notice of appeal being filed, but not more than 45 days after the notice has been filed (unless the parties agree to an extension), and shall either affirm the action of the board, affirm it with modifications, reverse it or remand it for further consideration. The members of the board shall be notified of the date on which the appeal is to be heard. The hearing before the city commission shall be a de novo hearing and shall be held pursuant to the quasi-judicial procedures of the city unless waived by the applicant. No building or development permit may be issued for a structure or building which has been denied by the board or which is the subject of an active appeal. The ruling shall be issued within three calendar days of the hearing on the appeal. If the appeal is from a denial, there shall be no presumption that the original denial is correct. The appeal shall be heard de novo at a publicly noticed quasi-judicial hearing. If the appeal is not finally determined within three calendar days after the hearing, or within 45 days after the filing of the appeal (unless the parties agree to an extension), whichever event occurs first, the sign permit shall be issued.

Sec. 78-6. Submission of plans and specifications.

- (a) Development plans and development plan modifications.
1. In addition to community appearance review, all development plans are required to go through a development review committee (DRC) pursuant to section 98-12 through 98-15.
 2. For major development plans, the board review shall be conducted after all code related DRC review comments are addressed and prior to, or in conjunction with planning and zoning board and city commission review.
 3. For minor development plans this review shall be conducted after all code related DRC review comments are addressed and prior to, or in conjunction with building and/or engineering permit applications.
- (b) Signs.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

1. ~~Master Sign Plans. Pursuant to Section 102-5(c)(2) all master sign plans for multi-tenant structures~~ Permit applications for the following signs shall be reviewed by and must obtain approval by the community appearance board prior to owner/tenant obtaining building permits for signs; ~~and shall be accompanied by a master sign application.~~
 - a) Master sign plans pursuant to Section 102;
 - b) Signs where a sign variance is requested, with the variance request subject to a recommendation by the board, prior to City Commission review, pursuant to Section 102-15(d).
 - c) Designer Signs pursuant to the criteria in Section 102-6(c)(6).
 - d) Residential Neighborhood and Commercial Complex Entry Signs pursuant to Sections 102-9(c) and 102-11(f)g.
 - e) Temporary Window Signage that covers 100% of the window, for vacant tenant spaces, pursuant to Section 102-12(c)(5).
2. ~~Submittal requirements~~ The submittal requirements for the Signs above are set forth in shall be pursuant to section 102-6(a)(b), Submission for all sign permits.
3. The Community Appearance Board shall consider the criteria and standards set forth in Section 102-5(c)(2) and Section 78-7(c) in its review and approval of Signs.

(c) Submittals ~~which that~~ do not require development plan modifications, or are not signs pursuant to the above, shall be required to comply with the requirements in section 78-7. Examples of such submittals include the following: ~~as deemed necessary by the Director of Planning and Development Services.~~

1. Building paint changes for commercial and multi-family residential properties.
2. Changes to roof color, material or type for commercial and multi-family residential properties.
3. Other modifications as deemed necessary by the Director of Planning and Development Services.

Sec. 78-7. - Evaluation criteria; minimum design criteria prerequisite to issuance of development permit.

(c) *Signs.* The aesthetic quality of a building, or an entire neighborhood, is materially affected by achieving visual context of the signs on or about a structure as they relate to the architecture of the building or the adjacent surroundings. In addition to the limitations on signs imposed by the ~~section~~ Chapter 102 of Land Development Code, there are certain aesthetic considerations which shall be met.

3. Signs in multiple-tenant buildings should complement or enhance each other. Multiple-tenant sites shall have coordinated signage, that is incorporated into a master sign program pursuant to ~~section~~ Chapter 102-6(c)(2).

Section 3. Chapter 98, “Land Development Regulations”, Article III, “Zoning District Regulations”, and Article IV, “Supplementary Regulations” of the City of Deerfield Beach Land Development Code is hereby amended to read as follows:

CHAPTER 98 LAND DEVELOPMENT REGULATIONS

ARTICLE III. – ZONING DISTRICT REGULATIONS

Sec. 98-50. - RP-10 residence, mobile home park.

~~(j) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-51. - PUD, planned unit development.

~~(h) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-52. - RSO, residential/office.

~~(k) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-52A. - DBR, Dixie Business/Residential District.

~~(q) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-53. - B-1 business, community.

~~(g) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-53A. - B-1A business-flex district.

~~(g) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-54. - B-2 highway business.

- ~~(h) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-55. - B-3 general business.

- ~~(f) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-55A. - OP, office park.

- ~~(f) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-56. - I industrial.

- ~~(h) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-56B. - I-2 limited heavy industrial.

- ~~(g) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-57. - PID, planned industrial district.

- ~~(h) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-58. - A, agriculture, limited.

- ~~(g) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-59. - S, open space.

- ~~(g)(2) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-60. - CF community facilities.

- ~~(g) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-62. - GF government facilities.

- ~~(i) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

Sec. 98-63. - TOD, transit-oriented development.

- ~~(h) No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.~~

ARTICLE IV. - SUPPLEMENTARY REGULATIONS

Sec. 98-91. - Miscellaneous uses.

- ~~(d) [Garage sales.] Garage sale shall be permitted in residentially zoned areas and shall be regulated as follows:~~

- ~~(3) A single garage sale may continue for two consecutive days but shall only be conducted between the hours of 8:00 a.m. and 6:00 p.m. Garage sale signs are temporary signs and are regulated pursuant to Section-Chapter 102-40 of the City of Deerfield Beach Sign Land Development Code.~~

~~Sec. 98-101. Sign size limitations.~~

- ~~(a) Unless specifically provided herein to the contrary, it shall be unlawful to erect, attach, or place on any premises within the City of Deerfield Beach any freestanding sign in excess of 80 square feet for the sign structure, or 40 square feet sign face within the sign structure, or any free-standing sign structure in excess of ten feet in height is prohibited.~~
- ~~(b) It shall be unlawful for any person or business, or the person in charge of the business, to erect, attach or place, or cause to be erected, attached or placed, or permit or suffer to be erected,~~

~~attached, or placed, or permit or suffer to continue to be as created, attached, or placed with the City of Deerfield Beach, any sign in violation of this section.~~

Section 4. Chapter 102, “Sign Code” of the City of Deerfield Beach Land Development Code is hereby repealed in its entirety, as reflected on Exhibit “A” to this Ordinance.

Section 5. New Chapter 102, “Sign Code” of the City of Deerfield Beach Land Development Code is hereby created to read as follows:

CHAPTER 102. SIGN CODE

Sec. 102-1. - Purpose, intent and scope.

- (a) Purpose. It is the purpose of this Chapter to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this Chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. In order to preserve and enhance the City as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. These sign regulations have been prepared with the intent of enhancing the visual environment of the city and promoting its continued well-being.
- (b) Intent. The sign regulations in this Chapter are intended to:
- (1) Encourage the effective use of signs as a means of communication in the City;
 - (2) Maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth;
 - (3) Ensure pedestrian and traffic safety;
 - (4) Minimize the possible adverse effect of signs on nearby public and private property;
 - (5) Foster the integration of signage with architectural and landscape designs;
 - (6) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;
 - (7) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (8) Encourage and allow signs that are appropriate to the zoning district in which they are located consistent with and serve the needs of the land uses, activities and functions to which they pertain;
 - (9) Curtail the size and number of signs to the minimum reasonably necessary to identify a residential or business location and the nature of any such use, and to allow smooth navigation to these locations;

- (10) Establish dimensional limits and placement criteria for signs that are legible and proportional;
- (11) Regulate signs so that they are effective in performing the function of identifying, indexing and safely directing pedestrian and vehicular traffic to a destination;
- (12) Preclude signs from conflicting with the principal permitted use of the lot and adjoining lots;
- (13) Regulate signs in a manner so as to not interfere with, obstruct the vision of, or decrease the safety of motorists, bicyclists or pedestrians;
- (14) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;
- (15) Preserve, conserve, protect and enhance the aesthetic quality and scenic beauty of all zoning districts of the city;
- (16) Allow for traffic control devices without city regulation consistent with national standards because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
- (17) Protect property values by precluding to the maximum extent possible signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness or movement;
- (18) Protect property values by ensuring that the size, number and appearance of signs, are in harmony with buildings, neighborhoods, structures and conforming signs in the area;
- (19) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the City and that complements the natural surroundings in recognition of this city's reliance on its natural surroundings and beautification efforts as a source of economic advantage for its resort community, as well as for its major office and industrial parks;
- (20) Streamline the approval process and encourage creative and aesthetic standards for signage with all large scaled developments by requiring master signage plans;
- (21) Enable the fair and consistent enforcement of these sign regulations;
- (22) Not regulate sign more than necessary to accomplish the compelling and substantial governmental objectives described herein.

(c) Scope.

- (1) The provisions of this Chapter shall govern the number, size, location and other similar aspects of signs and sign structures which may be permitted either as a main or accessory use under the terms of this Chapter. No signs shall be permitted on a lot or parcel either as a main or accessory use except in accordance with the provisions of this Chapter.
- (2) This Chapter does not regulate signs on government property, including but not limited to, signs on property owned by the City of Deerfield Beach, Broward County or the State of Florida, and this Chapter does not regulate traffic control devices.
- (3) No provision of this Chapter shall be intended to regulate the posting on private property of official signs and notices required by law, such as notices of zoning, etc.

- (4) In the event of any conflict between this Chapter and any declaration of covenants, bylaws, or other restrictions applying to any property within the City, the language affording the more restrictive interpretation shall apply.
 - (5) The City specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the City to further these interests.
 - (6) Nothing in the City's sign code shall be construed or deemed to prevent the City from entering into a sign relocation and reconstruction agreement with a sign owner in accordance with F.S. § 70.20, provided that the relocation and reconstruction agreement provides for the reduction of the amount of signs and is approved by the City Commission. Notwithstanding anything in the City Code to the contrary, sign relocation or reconstruction pursuant to an approved sign relocation and reconstruction agreement shall not require an amendment to the City Code or the approval of any variance. The City may adopt a sign relocation program by resolution to provide guidelines for sign relocation and reconstruction agreements.
- (d) Impact of sign clutter. Excessive signage and sign clutter impairs the legibility of the environment, and undermines the effectiveness of governmental signs, traffic control devices and other required signs (such as nameplate sign, noncommercial onsite directional sign, identification sign, onsite or on premises wayfinding sign, and warning sign) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes. The intent of these sign regulations is to enhance the visual environment of the City, ensure that City residents and visitors can safely navigate through the City to their intended destinations, and promote the continued well-being of the City. It is therefore the purpose of this Chapter to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the City through reasonable, consistent and non-discriminatory standards for the posting, displaying, erection, use, and maintenance of signs that are no more restrictive than necessary to achieve these governmental interests.
- (e) Case law. In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this Chapter are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the City's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:
- (1) Reed v. Town of Gilbert, Ariz. -U.S.- 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic on noncommercial temporary signs;
 - (2) Metromedia, Inc. v. City of San Diego, 453 U.S. 490 (1981) on the topic of commercial signs and off premise signs;
 - (3) City of Ladue v. Gilleo, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;
 - (4) Linmark Assocs., Inc. v. Township of Willingboro, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;
 - (5) Burson v. Freeman, 504 U.S. 191 (1992) on the topic of election signs near polling places;
 - (6) Central Hudson Gas & Electric Corp. v. Public Service Commission, 447 U.S. 557 (1980) on the topic of regulation of commercial speech; and

(7) *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property.

(8) *City of Austin v. Reagan Nat. Advertising of Austin, LLC*. 142 S. Ct. 1464 (2022) on the topic of off-premise signs.

Sec. 102-2. - Applicability and effect.

(a) A sign may be erected, placed, established, painted, created or maintained in the City only in conformance with the standards, procedures, exemptions and other requirements of this Chapter.

(b) The effect of this Chapter is more specifically set forth herein:

(1) To establish a permit system for signs in community facilities, open space, institutional, commercial, industrial, and residential zones and areas of special interest, subject to the standards and the permit procedures of this Chapter;

(2) To provide for certain exemptions from permitting;

(3) To expressly prohibit certain signs;

(4) To provide sign code regulations applicable to all properties within the City Limits including all annexed properties from Broward County into the City of Deerfield Beach; and

(5) To provide for the enforcement and maintenance of the provisions of this Chapter.

Sec. 102-3. – Definitions

Abandoned or discontinued sign or sign structure. A sign or sign structure is considered abandoned or discontinued when its owner fails to operate or maintain a sign for a period of 180 days or longer. The following conditions shall be considered as the failure to operate or maintain a sign: (1) a sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed, or (2) a sign which is blank.

Address sign. A building sign having the letters and street name of the premises on which it is attached.

Advertising. Sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property. *Advertising vehicle sign or signs.* A sign affixed to or painted on a transportation vehicle including, but not limited to automobiles, trucks, boats, trailers, and recreational vehicles for the purpose of identification or advertisement, whether stationary or in motion, if the primary purpose of the vehicle sign is to call attention to a business establishment, production or event.

Animated sign. A sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn.

Artwork , photographs, paintings, murals, mosaics and other no-textual material on any type on any structure, public or private, or any other property, real or personal, that has been made without the consent of the owner of the property or the approval of a public artwork application.

Ascending letter: The up-stroke part of the lower-case letters b, d, f, h, k, l and t that extends above the height of the lower-case x. The part of an uppercase letter that extends above the capital letter height of an upper-case x as in a flourish or swash.

Awning: A shelter extending from the exterior wall of a building and composed of non-rigid materials, except as a supportive frame work.

Awning sign: Any sign painted on or attached to or supported by an awning.

Backplate: A plate or panel, which is placed between the sign and the wall to either enhance the size of the sign or to provide an additional color or design to make the sign more noticeable.

Banner. Any sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind. National flags, state or municipal flags or the official flag of any institution or business shall not be considered banners.

Bare bulb illumination: A visible exposed light source where the light source itself is visible to the viewer and where the light source is used as a visual element within the window.

Beacon. A stationary or revolving light which flashes or projects illumination, single color or multi-colored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.

Bench sign. An off-premises sign placed on a seating bench for the purpose of advertising.

Billboard. A structure, including signs located in the public right-of-way, utilized for advertising an establishment, activity, product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign is located.

Building sign. A sign whose entire portion is displayed upon or attached to any part of the exterior of a building, including walls, parapets and marquees. A building sign does not include a window sign.

Building identification sign: A Sign, necessary for pedestrian and traffic safety, regulation, control, wayfinding, and circulation, in which the copy is limited to the name and address of a building or institution.

Cabinet sign. Any sign, the face of which is enclosed, bordered or contained within a box-like single structure, and may or may not be illuminated. Types of cabinet signs include cloud signs, pan signs and push-through letters that are mounted on panel where the components and images are all connected.

Capital letter height: Is the height of the letter measured on the capital letter "X" of any alphabet.

Canopy sign. Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Changeable copy sign. A sign on which the message copy is changed either manually, electronically, or by any other method through the utilization of attachable letters, numbers, or symbols, and other similar characters, or internal rotating or moveable parts which change the visual message.

Channel letter: A fabricated metal letter whose face is customarily a translucent white or colored acrylic and which has internal illumination within each individual letter to illuminate the face of each individual letter permitted on a wall.

Cloud Sign a type of sign which encloses the shapes of all letters and/or graphics into one single structure.

Commercial Complex- a series of business, industrial, retail and/or hotel uses located within a single development in a contiguous geographic area.

Commercial message. Any sign wording, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, service, sale or sales event or other commercial activity.

Contractor sign: A sign designating the name of the general contractor or subcontractor or both undertaking real property improvements.

Copy. The linguistic or graphic content of a sign.

Descending letter: The down stroke part of the lower-case letters g,j,p,q,y (f in italic fonts) and that extends below the height of the lower case x. The part of an uppercase letter that extends below the capital letter height of an upper-case x as in a flourish or swash.

Designer sign. A building or freestanding sign that exhibits unique, dimensional, creative and innovative methods of design, lighting, materials of construction that are above the typical sign industry standards.

Directional sign: A sign which conveys only wayfinding information or direction and is designed to direct pedestrians or motorists to destinations within the site or adjacent sites.

Directory sign. A sign listing only the names and/or use, or location of more than one business, activity or professional office conducted within a building, group of buildings or commercial center.

Double-faced sign. Means a sign with two faces, which are parallel to each other, back to back with the same copy. A double-faced sign is not sandwich board sign.

Entry feature(s): A combination of elements including signs, landscaping, and other architectural elements placed adjacent to one (1) or both sides of a roadway entering a development.

Entry feature sign. A sign that is part of an entry feature.

Electronic message changeable copy sign: An electronic digital sign, controlled by a computer capable of illuminating from within either changeable digital text messages, photos, and/or video images static or in full motion.

Facade: Shall mean the entire building wall including wall face, parapet, fascia, windows, door, canopy, and roof on any complete elevation of the building.

Feather banner: A vertical portable sign of lightweight fabric, or similar material, which contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.

Flag. Any fabric, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a governmental entity, political subdivision, or non-commercial speech, and complies with federal guidelines.

Flourish letter: A fancy stroke or swash replacing the serif or terminal end of a letter stroke and often extending above or below the base line of a line of text.

Flashing sign. A sign which permits lights to be turned on or off intermittently more frequently than once per minute.

Foam signs: Signs made entirely of various foams or types of rigid high-density polyurethane foams (sign foam), consisting of letters, backgrounds and/or decorative elements or frames.

Freestanding sign. A sign supported by a sign structure secured to the ground and which is wholly independent of any building, fence, vehicle or object other than the sign structure for support.

Freestanding monument sign. A freestanding sign whose ratio of width of sign to width of support is less than 3 to 1.

Freestanding pole sign. A freestanding sign where the ratio of width of sign to width of support is greater than 3 to 1.

Frontage wall face. The building façade, fascia, soffit, mansard and roof, which faces a frontage of the premises.

Frontage. The distance along the property line which abuts the public right-of-way line.

Governmental Entity means any federal, state or local government, administrative agency or commission with jurisdictional authority.

Grade (finish) means the finished elevation of a site after all fill, land balancing, or site preparations have been completed.

Graffiti. Any writing, drawing, painting, inscription, figure, or mark of any type on any structure, public or private, or any other property, real or personal, that has been made without the consent of the owner of the property or the approval of a public artwork application.

Graphics: The use of illustrations, photos, logos, typography, etc. as a wall treatment and/or sign used as part of the interior and/or exterior design of a building, either illuminated and/or non-illuminated.

Groundcover for freestanding signs. A dense, low-growing plant, other than sod, that by the nature of its growth characteristics completely covers the ground and does not usually exceed two feet in height

Height of sign. The height shall be measured from the existing average finished grade level of the premises where the sign is located.

Human commercial signs. A person wearing a costume or holding a sign or other display while outside for the purpose of advertising or promoting a business, product or service.

Identification and informational sign. Any sign of an identification or informational nature bearing no advertising.

Illuminated sign. Any sign having characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes designed for that purpose, whether or not said lights or tubes are physically attached to the sign.

Illumination, external. A light source which illuminates the sign area located separate from the sign.

Illumination, internal. A light source concealed or contained within the sign which becomes visible by shining through a translucent surface.

Inflatable sign. Any sign that is inflated with gas or air that does or does not create movement, including hot or cold air balloon signs, waving signs, and inflated objects or logos.

Linear Footage The length of a building or lot measured in one-foot increments.

Logo. A distinctive graphic symbol, wholly separated and individual from the alphabetical and/or numerical lettering.

Logotype a logo centered around a company's name or initials.

Master signage plan. A set of aesthetic and creative standards for all the components of signage within the project which must be submitted to the City for approval prior to adoption.

Marquee. Any permanent roof-like structure projecting up or beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign. Any sign attached to, in any manner, or made a part of a marquee.

Multi-tenant center. Any shopping center, office center or business center in which two or more occupancies abut each other, share common parking facilities and drives, have individual entries from the main thoroughfare or internal drive aisles, or have individually demised areas.

Multi-story structure: A building or structure or portion thereof with two (2) or more stories measured from the surface of any floor and the surface of the floor directly above it not including basements or underground parking garages.

Nameplate sign. A flat, thin piece of material inscribed with the name, and/or profession or address of a person or persons residing on the premises or legally occupying the premises.

Neighborhood identification sign: A sign that is permitted to be installed only around the perimeter of a development or neighborhood to identify the name only, of the development or neighborhood.

Neon sign. Any sign formed by luminous or gaseous tubes in any configuration.

Noncommercial message. A noncommercial message is any message which is not a commercial message.

Nonconforming sign. Any sign that does not conform to the provisions of this chapter.

Occupancy. Any one business, activity or professional office, including the act or state or living in, working in or using a particular place.”.

Off-premises sign. A sign which advertises merchandise, services, activities, or entertainment that is not sold, produced, manufactured, or furnished on the premises where the sign is located.

Pan sign or Shoebox sign. A sign fabricated out of flat aluminum with 90 degree returns on four sides typically one to two inches deep, created as a single unit that may or may not be a push-thru sign.

Panel Sign- A sign that is affixed to a flat panel or board which is then affixed to the wall or sign structure.

Parapet. A vertical false front or wall extension above the roof line.

Parapet sign: A sign erected over or above the top parapet line which is dependent upon the parapet or roof of the building for support.

Parking space identification signs. Non-commercial directional signs which specifically identify parking spaces to be reserved for a specific purpose such as “drive-up customers only ” or “Electric Vehicle charging.”

Perimeter wall sign. A sign mounted to a wall at the entry of a residential neighborhood or commercial complex, where the wall to which the sign is affixed, is part of a surrounding wall for the development or incorporated into an Entry Feature.

Permanent sign. Any sign which, when installed, is intended for permanent use. For the purposes of this chapter, any sign with an intended use in excess of six months from the date of installation shall be deemed a permanent sign.

Pole Sign: A sign erected upon a pole or poles that is wholly independent of any building or other structure for support.

Portable sign. Any mobile or portable sign or sign structure that is not permanently attached to the ground or to any other structure. This definition shall include, but not be limited to, trailer signs, A-frame signs, sandwich signs and vehicles whose primary purpose is advertising

Projecting sign. Any sign which is affixed to any building wall or structure and extends more than 12 inches horizontally from the plane of the building wall.

Push thru signs. A sign where the lettering and graphics of a sign are pushed through the flat face of the sign to create three-dimensional depth.

Pylon sign: see Pole sign.

Raceway. A box upon which letters for signs are mounted, and containing all of the electrical components powering the sign, and for the purposes of this code include wireways.

Reverse channel letters: Opaque individual letters or numbers that are individually mounted directly on the wall with no backplate, having lighting within the letter or number so that they reflect off the wall (i.e. reverse lighting), creating a "halo" effect.

Real estate sign. A temporary sign erected by the owner, or his agent, indicating property, which is for rent, sale or lease.

Relocation and reconstruction agreement. A consensual, contractual agreement between a sign owner and the city for either the reconstruction of an existing sign or the removal of a sign and construction of a new sign to substitute for the sign removed.

Revolving or rotating sign. A sign that revolves or rotates.

Roof line. Highest continuous horizontal line of a roof. On a sloping roof, the roof line is the principal ridge line, or the highest line common to one or more principal slopes of the roof. On a flat roof, the roof line is the highest continuous line of the roof or parapet, whichever is higher.

Roof sign. A sign erected over or on the roof, or extending above the roof or parapet line, which is dependent upon the roof, parapet or upper walls of any building, or portion thereof, for support.

Sandwich board sign. Any self-supporting A-shaped freestanding sign with only two visible sides.

Safety Sign a Sign which provides information and/or easily recognizable graphics that represent the general protocol and safety instructions in either public or private spaces, for the warning, guidance and protection of the public.

Searchlight: A device designed to project a beam of light for the purpose of advertisement during hours of darkness, utilized for grand openings or special events.

Setback of sign: The distance between the closest adjacent right-of-way line to the front part of the Sign.

Sign. The term "sign" shall mean and include every device, frame, letter, figure, character, mark, symbol, plane, point, design, picture, logo, stroke, stripe, trademark, or reading matter, which is used or intended to be used to attract attention or convey information when the same is placed out of doors in view of the general public. In addition, any of the above which is not placed out of

doors, but which is illuminated with artificial or reflected light, when inside a building or structure but seen within a window in such a way as to be in view of the general public and used or intended to be used to attract attention or convey information from outside the building. This term shall not be interpreted to include traffic control device signs.

Sign, area of. The square foot area enclosed by the perimeter of the sign face. With respect to signs which are composed of individual symbols, letters, logos, figures, illustrations, messages, forms or panels, "sign area" is the sum of the individual areas of the smallest contiguous rectangle, capable of containing such symbol(s), letter(s), illustration(s), message(s), forms(s) or panels.

Sign Background- The background for a sign is the immediate area that is within the confines of where a sign is to be located

Sign face. The part of the sign that is or can be used to identify, advertise, communicate information or for visual representation, which attracts the attention of the public for any purpose. "Sign face" includes any background material, panel, trim, color and direct or self-illumination used that differentiates the sign from the building, structure, backdrop surface or object upon which or against which it is placed. The sign structure shall not be included as a portion of the sign face provided that no message, symbol or any of the aforementioned sign face criteria are displayed on or designed as part of the sign structure.

Sign structure. Any structure which supports, has supported or is capable of supporting a sign, including covering of structural components.

Snipe sign. Shall mean a sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, telephone poles, utility poles, stakes, fences, the ground or other objects.-

Strip Lighting. (also known as LED tape or ribbon light). A method of lighting which uses long tubes rather than lightbulbs often used to create borders or a continuous ribbon of light.

Swash letter: A fancy flourish or stroke replacing the serif or terminal end of a letter and often extending above or below the base line of a line of text.

Symbol: A graphic device used to signify a use or activity, rather than an organization or corporation.

Temporary sign. Any sign intended for a use not permanent in nature.-

Text- Letters and/or words used to signify a use or activity.

Towing sign. A sign posted on private property in accordance with the provisions of Section 715.07, F.S. for the purpose of informing users that unauthorized vehicles will be towed away.

Traffic control device sign or traffic control device. Any sign located within the right-of-way and that is used as a traffic control device and described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information). These devices are not regulated as signs under this chapter.

Typeface a set of design features for letters and other characters, including a letter's font, weight, balance and spacing and the height difference between upper and lowercase letters.

U-Channel Sign Post – a type of sign post that is made of metal designed in a U-shape that is typically used for parking signs.

Visibility triangle or (sight) triangle. A triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. The sight triangle shall include the area on each right-of-way or accessway corner that is bounded by the line that connects the sight or "connecting" points located on each of the right-of-way locations or property lines of intersecting rights-of-way or accessways.

Warning sign a Sign that indicates a potential hazard, danger, obstacle, or condition requiring special attention.

Wall sign. A sign installed or erected parallel to the facade of any building upon which it is attached and designed to be in proportion to the architectural facade or wall upon which it is fastened and not projecting or extending above the buildings' roof or parapet line (flat sign).

Wayfinding: The experience of orientation and choosing a path to a destination through the built environment by using visual clues and tools such as landmarks, signs and other forms of visual graphic communication.

Window area. The window area of a storefront shall be the total square footage of all glass areas of a storefront. This would include all areas of glass windows, doors, side lights and transoms, fixed or operable, located on the elevation of the building or storefront on which the front door or primary entrance to the establishment is located.

Window banding. a band of color, which is placed along the entire perimeter of a window or window pane.

Window open/closed sign. A small sign, either illuminated or non-illuminated announcing a place of business is open or closed for business, usually hung in storefront windows.

Window sign. A sign located on a window or inside a building or other enclosed structure, which is visible from the exterior through a window or other opening intended to attract the attention of the general public.

Window sign area. The entire area within a contiguous perimeter, enclosing each word, picture, logo, logotype, symbol, banding or graphic.

Wind sign. A sign that uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, including but not be limited to, pennants, ribbons, spinners, streamers, balloons, or any animated, rotating and/or fluttering device, with or without lettering for design, and manufactured and placed for the purpose of attracting attention.

Wireway. A type of mounting for a sign which are small aluminum boxes which contain all of the electrical wiring for the sign, except for the transformers.

Sec. 102-4. - General.

- (a) Substitution of noncommercial speech for commercial speech. Notwithstanding anything contained herein to the contrary, any sign erected pursuant to the provisions of this Code may, at the option of the owner, contain either a noncommercial message unrelated to the business located on the premises where the sign is erected or a commercial message. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the size, design criteria, setbacks, etc. contained in this chapter have been satisfied.

- (b) Content neutrality as to sign message. Notwithstanding anything to the contrary contained in this Chapter, no sign or sign structure shall be subject to any limitation based solely upon the content of the message contained on such sign or displayed on such sign structure.

Sec. 102-5. - Permits.

Generally, signs are classified as either (i) "prohibited signs" that cannot be erected or displayed in the City, or (ii) "allowed signs" that can be erected and displayed in the City subject to certain conditions or limitations, including content-neutral conditions or limitations that apply to the number, size, height, setback, or function of Signs. All signs require a sign permit and a building permit, unless the sign is exempt from the building permit requirement pursuant to Section 102-5(d)below. The application for the building permit must demonstrate that the sign meets the City's land development regulations and the statewide Florida Building Code. The following provisions describe those permit requirements as applicable to signs and sign structures in the City.

- (a) Building permits. Except as provided herein, it shall be unlawful for any person or business or the person in charge of the business to erect, construct, alter, or maintain an outdoor advertising display sign, as defined in the Florida Building Code, without first obtaining a building permit from the City in accordance with provisions of the Florida Building Code. Fees shall be paid in accordance with City fee schedules.
- (b) Sign permit review. All applications for sign permits shall be submitted to the City's building division, and then reviewed by the planning & zoning division. Individual signs that are not subject to a master sign plan and are determined by the planning and zoning division to be consistent with an approved master signage plan or with the standards and criteria of this Chapter may be approved by the department without review by the Community Appearance Board. The director of planning and development services, or designee shall consider the following criteria and standards in its review and approval of signs:
- (1) The signs comply with the applicable regulations in Chapter 102 of the Code.
 - (2) That the signage for the project is consistent with the overall architecture and character of the building development, including color and materials;.
 - (3) That the signage for the project is designed to meet the directional needs of the project for communication, identification, way finding, regulatory and informational messages in keeping with the overall architectural theme of the development or project;
 - (4) That the signage proposed is legible and conspicuous;
 - (5) That the visibility and impact of the type of signs, number of signs, design, size, method of construction, illumination and location of the proposed signs do not adversely impact adjoining properties;
 - (6) That the sign location is coordinated with the landscape design to avoid present and future tree/sign conflicts;
 - (7) That the proposed signage is consistent and not in conflict with the intent of this Chapter. The signs comply with the applicable regulations in Chapter 192 of the Code.
- (c) Community Appearance Board. The following signs require Community Appearance Board review and approval, prior to obtaining a building permit. All other signs are exempt from CAB review or as determined by the director of planning & development services:
- (1) The following signs shall require the submission of an application to the planning & zoning division for review by the Community Appearance Board.

- a. Master sign plans pursuant to Section 102-6(c).
 - b. Sign variances for a recommendation prior to City Commission review, pursuant to Section 102-15(d).
 - c. Designer Signs based on the criteria in Section 102-6(c)(6).
 - d. Residential Neighborhood Commercial Complex Entry signs.
 - e. Temporary Window Signage that covers 100% of the window, for vacant tenant spaces, per Section 102-12(c)(5).
- (2) The Community Appearance Board shall consider the following criteria and standards in its review and approval of signs:
- a. That the signage for the project complies with the pertinent design criteria in Section 102-5(b) of the Code.
 - b. That the signage for the project complies with the pertinent design criteria in Section 78-7(c) of the City Code.
- (d) Compliance Requirements. The following signs are exempt from obtaining a building permit, provided however that compliance with all other applicable provisions and regulations in this Code must be met:
- (1) Traffic control device signs.
 - (2) Address signs, less than 12 inches in height.
 - (3) Temporary signs.
 - (4) Bench signs (as regulated in Code Section 102-11(g)).
 - (5) Towing signs where required to tow vehicles under Florida Law (715.07, F.S.), provided that the necessary permits have been obtained in accordance with Section 66-147 of the Deerfield Beach Code of Ordinances.
 - (6) No trespassing signs provided they are in compliance with Section 810.011, Fla. Stat., as may be amended.
 - (7) Advertising vehicle signs, as restricted by Code Section 102-8(f).
 - (8) Warning and safety signs.
 - (9) All window signs.
- (e) Inspections. The following inspections by the building official or designee shall be required before permits are final:
- (1) On freestanding signs, an inspection is required prior to the pouring of concrete, the enclosure or framing of any assembled structure;
 - (2) Rough and final electrical inspections on all signs requiring an electrical permit;
 - (3) On certain signs that are inaccessible for inspection because of height or location, the building official may require either a shop inspection, special access or an on-site inspection of the sign prior to the installation of such sign. Such conditions shall be so stated on the permit when it is issued;
 - (4) Final inspection on all signs that require a permit for:

- a. Compliance to construction specifications;
- b. Conformity to setbacks, design, color, height and materials, as approved
- (f) Appeals. Appeals shall be handled in accordance with Section 102-15 of this Chapter. The time periods for review of permit applications and the appeal procedures governing denials or the failure to act upon permit applications for a sign or sign structure by the Community Appearance Board are addressed in Section 102-15.

Sec. 102-6 – Submission requirements for all sign permits.

- (a) Building permit application. Sign permits required by this chapter shall be filed with the building division and shall contain two sets of the following information for zoning compliance:

- (1) Drawings. The drawings shall include:

- a. Dimensions
- b. Font
- c. Color
- d. Material
- e. Mounting details, and
- f. Illumination details.

- (2) For freestanding monument signs, submit a copy of a survey which includes utility easements that shows all existing buildings and all existing free-standing monument signs on the property. Show the setbacks from the property line abutting the public right-of-way to the proposed sign and show the dimensions between any existing monument sign.

- (3) Landscape plan for freestanding monument signs. In all instances, the sign location shall be coordinated with the landscape design to avoid present and future tree/sign conflicts.

- (4) For building signs, submit elevations for all building signs illustrating dimensioned location. Show height, length and width of the sign structure, sign background and sign copy.

- (5) Written permission to erect the proposed sign from owner and/or owners of property where the sign is to be erected.

- (6) All building permit plans for signs shall be signed and sealed and comply with all applicable provisions of the Florida Building Code.

- (b) Community appearance board application. All sign applications that require Community Appearance Board review shall provide the following:

- (1) Completed Development Application and Community Appearance Board Application (Attachment B);

- (2) Processing fee;

- (3) Agent Authorization letter if applicant will be represented by an agent;

- (4) Additional application(s) for sign application requested (Master signage plan, sign variance) and accompanying documents; and

- (5) Five (5) paper sets and one (1) electronic set of all submittals.

- (c) Master signage plan.

(1) Master signage plan requirements. No permit shall be issued for an individual sign requiring a permit in a commercial or industrial multiple occupancy complex or multi-tenant complex unless and until a master signage plan has been submitted by the property owner and approved as being in conformance with this section. The purpose of the master signage plan is to encourage and promote re-development and new construction diversity and creativity for signage within all large scaled developments. Additionally, the intent is to encourage improvements in existing signage and to set higher and more creative and aesthetic standards. A master signage plan shall be required for the following type of projects:

- a. Mixed use developments.
- b. Residential neighborhoods and multi-family developments.
- c. Commercial or industrial complexes and multi-tenant buildings with three or more tenants

(2) Master signage plan application. A master signage plan application shall contain the following information:

a. Design criteria, which shall include the following:

- 1. Sign location;
- 2. Number of signs;
- 3. Sign height (sign structure and sign text);
- 4. Sign structure area;
- 5. Sign face area;
- 6. Sign type;
- 7. Font type; (up to two standard font types);
- 8. Colors: Face, return, trim cap, frame; (up to three sign colors for signs
- 9. Sign material;
- 10. Method of illumination;
- 11. Illumination color; and
- 12. Mounting details.

b. Five (5) sets of drawings shall be provided and include the following:

- 1. Color rendering and color samples for all signs.
- 2. For building signs, submit elevations for all building signs illustrating dimensioned location. Show height, length and width of the sign structure, sign background and sign copy.
- 3. For free-standing monument signs, submit a copy of a survey that shows all existing buildings and all existing free-standing monument signs on the property. Show the setbacks from the property line abutting the public right-of-way to the proposed sign and show the dimensions between any existing monument sign.
- 4. A landscape plan for freestanding signs. In all instances, the sign location shall be coordinated with the landscape design to avoid present and future tree/sign conflicts.

(3) Master signage plan review. The master signage plan will be reviewed by planning and development services and the Community Appearance Board. If a master signage plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, within one year, all signs not conforming to the amended plan.

(4) Modifications to a master signage plan.

a. A plan which is revised or modified to come into conformity with this section shall be reviewed and approved subject to the community appearance board review.

b. A property that is submitting a master sign plan because it did not previously have a sign program or is changing the program in a manner to bring an existing sign plan into compliance with this section shall be subject to Community Appearance Board review.

(5) After approval of a master signage plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this Chapter. In case of any conflict between the provisions of such a plan and any other provision of this Chapter, this Chapter shall control.

(6) Designer signs that deviate from the criteria set forth in the master signage plan will be considered upon review. A designer sign must exhibit multiple characteristics identified below in order to be considered designer signage:

a. Design. The design must be dimensional and enhance the architecture of the establishment or development that it identifies, and coordinates with, or builds upon, the landscape architecture where placed;

b. Materials. The materials used must be combined to exceed industry standard quality such as natural stone, stainless steel or glass, and include sign components that are above and beyond the sign face.

c. Typefaces, colors and lighting. The typefaces, colors and lighting must be contributing elements to the overall design of the sign;

d. Mounting. The designer sign must be mounted in a manner that is unique and creative, enhances the building's architecture, and hides necessary electrical components.

e. Design and arrangement. The design and arrangement of the designer sign shall be integrated as part of an overall design of the landscape, building, or site, as applicable.

Sec. 102-7. - Certain sign or sign structures prohibited.

From and after the effective date of this Chapter, it shall be unlawful for any person or business, or the person in charge of the business, to (i) erect, attach or place, or (ii) cause to be erected, attached or placed, or (iii) permit or suffer to be erected, attached or placed, or (iv) permit or suffer to continue to be as erected, attached, or placed (except as to certain nonconforming signs within the limitations and for the time periods set forth herein) within the City of Deerfield Beach any of the following:

(a) Prohibited Signs:

(1) Abandoned or discontinued signs.

(2) Animated signs.

(3) Advertising vehicle signs not in compliance with the regulations in Section 102-8(f).

(4) Backplates, unless permitted as part of a trademark.

- (5) Banners, as defined in section 102-3, except for temporary banners for new business as provided in Code Section 102-12(c)(2).
- (6) Beacons and searchlights, except for use in special events that have obtained a special event permit per Section 2-541 of the Deerfield Beach Code of Ordinances.
- (7) Billboards.
- (8) Bench signs, except for those limited locations and subject to those specific conditions as set forth in Code Section 102-11(g).
- (9) Cabinet signs, other than logos coupled with a building sign.
- (10) Changeable copy signs (except where specified in section 102-8(h)).
- (11) Cloud signs.
- (12) Exposed Neon and LED signs and bare bulb illumination.
- (13) Foam signs, unless there is a physical reason another material cannot be used.
- (14) Four post A-Frame signs
- (15) Flashing signs.
- (16) Freestanding pole signs and temporary freestanding pole signs.
- (17) Human commercial signs.
- (18) Inflatable signs.
- (19) Pan/shoebox signs.
- (20) Portable signs (Two post A-frame sandwich board signs are not included in the definition of portable signs)
- (21) Projecting signs, fixed or swinging.
- (22) Revolving and rotating signs.
- (23) Roof signs.
- (24) Snipe signs.
- (25) Strip lighting.
- (26) Wall signs which project less than ¾ inch or more than 12 inches from where they are installed.
- (27) Wind Signs, including but not limited to balloons, pennants, feather flag signs, and flags which do not comply with definition in Section 102-3.
- (28) Any sign that is attached to a building or structure where any portion of the sign exceeds the height of the building or structure.
- (29) Any sign that constitutes a traffic hazard or detriment to traffic safety by reason of its size, content, coloring, function, or method of illumination, which:
 - a. obstructs the vision of drivers;
 - b. obstructs or detracts from the visibility of an official traffic-control device, which diverts or tends to divert the attention of drivers of motor vehicles from traffic movements on streets, roads, intersections, or access facilities;

- c. obstructs the vision of pedestrians; or
 - d. uses the words "stop," "slow," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse traffic.
- (30) Any commercial for-sale sign indicating the sale of a vehicle, trailer or boat unless said sign is at a location specifically authorized to sell such vehicle, trailer or boat and has a duly issued business tax receipt from the city for such sale.
- (31) Artwork or graffiti, (except where approved by an artwork permit application)
- (32) Any sign prohibited by state or federal law.
- (33) Any sign that is not permitted under Chapter 102 or the applicable zoning district regulations.
- (b) Prohibited Locations
- (1) Any permanent or temporary Sign shall be prohibited from being located on public property or public rights-of- way, except for signs installed and authorized by a governmental entity with jurisdiction.
 - (2) Visibility or Vision (Sight) Triangle. No freestanding sign over 2.5 feet from the height of the road shall be placed in that area defined as a vision triangle at street or driveway intersections, excluding traffic control device signs. Vision triangle dimensions are as follows:
 - a. The vision triangle shall include the area on each right-of-way or accessway corner that is bounded by the line that connects the sight or "connecting" points located on each of the right-of-way locations or property lines of intersecting rights-of-way or accessways.
 - b. For street intersections, this triangle is measured 30 feet in length from the intersection along the abutting right-of-way lines to form a triangle;
 - c. Vision triangle requirements for the intersections of all rights-of-way and accessways along FDOT right-of-way shall conform with the criteria outlined in the following standards:
 - 1. AASHTO's A Policy on Geometric Design of Highways and Streets.
 - 2. FDOT Roadway and Traffic Design Standards, Index Nos. 545, 546, and 700.
 - 3. FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways.
 - d. If a private driveway intersects with any public rights-of-way, no sight distance obstruction will be permitted within the ten-foot by 50-foot triangular area formed by the intersection of each side of the driveway and the ultimate rights-of-way or property lines with the driveway side of the triangle being ten feet in length, the public rights-of-way side of the triangle being 50 feet in length, and the third side of the triangle being the line connecting the ends of the two other sides. Subject to City approval, if the public rights-of-way is a local street with a posted speed limit of 25 miles per hour or less, these requirements may be reduced to ten feet by 35 feet.
 - e. For all on-site intersections of private internal accessways, driveways, and/or private drive aisles, a minimum ten feet by 25-foot sight triangle must be maintained from the intersecting edges of the travel way, with the ten-foot side of the triangle being along the minor drive aisle and the 25-foot side of the triangle being along the major drive aisle.

- (3) Signs within a utility easement without the written consent of the easement holder are prohibited.
- (4) Off-premises signs.
- (5) Signs attached to trees, shrubs, utility or similar poles are prohibited.
- (6) Internally or externally illuminated signs on the seaward and shore-perpendicular sides of any structures that are directly, or cumulatively, visible from any portion of the beach.
- (7) Any sign that constitutes a traffic hazard or detriment to traffic safety by reason of its location that:
 - a. obstructs the vision of drivers,
 - b. obstructs or detracts from the visibility of an official traffic-control device, which diverts or tends to divert the attention of drivers of motor vehicles from traffic movements on streets, roads, intersections, or access to facilities,
 - c. obstructs the vision of pedestrians,
 - d. uses the words "stop," "slow," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse traffic.
- (8) Any sign in a location prohibited by state or federal law.

Sec. 102-8. – General Regulations for Permanent Signs in all Zoning Districts.

All signs shall comply with the following regulations, unless expressly specified otherwise in a specific applicable zoning district regulations or section of this Code:

(a) *Building signs:* Building signs shall comply with the following regulations:

- (1) All illuminated signs other than logos shall be channel or reverse channel letters.
- (2) All non-illuminated signs shall be individually routed letters.
- (3) The total sign area shall be computed by allowing one (1) sign per street frontage comprising one (1) square foot for each linear foot of building or tenant frontage. When the linear footage of building/tenant frontage wall face is 32 square feet or less, the maximum square footage of signage is 32 square feet. When the linear footage of a building/tenant frontage wall face is 100 feet or more, the maximum square footage of signage is 100 square feet.
- (4) For text height, the sign background shall be considered in determining the size of the sign as well as the heights of allowable text. Signs may utilize no more than 75 percent of the vertical height of the background, where the sign is located, and no more than 75 percent of the horizontal length of any background space on which the sign is located;
- (5) Building signs may contain no more than two lines of content;
- (6) The sign must be centered both vertically and horizontally on the sign background unless an architectural feature of the building prohibits the centering of the sign.
- (7) A logo is permitted with text to a sign provided that combined, they do not exceed the maximum square footage permitted. Logo only signs which are defined as cabinet signs are not permitted.
- (8) No signs in multi-story buildings shall be located higher than the first story except building identification signs and where the sign conforms to the building regulations for the district in which it is located.
- (9) Building signs mounted via a raceway or wireway shall match the sign background of the wall to which it is mounted and must project at least 3/4 of an inch but not more than 12 inches from where they are installed. Painting of signs directly on walls is not permitted.
- (10) The sign background to which a sign is mounted is considered part of the building façade and any changes to the background are subject to the review and approval of the Community Appearance Board in Section 78-6 and development review procedure in Section 98-13 if changes to the background are more than building paint.
- (11) Directional Signs or Directory signs mounted on a building are permitted- pursuant to Section 102-8(d).
- (12) Removal of all remnants of previous building sign and restoration of façade is required, prior to mounting a new sign.

(b) *Freestanding Monument Signs:* Freestanding Monument Signs shall comply with the following regulations:

- (1) The lot shall have 100 feet of street frontage or more, for a freestanding monument sign to be permitted.
- (2) The freestanding monument sign shall not be closer than 100 feet to any other freestanding monument sign (except as otherwise expressly provided herein).

- (3) All freestanding signs must front on a public road right-of-way or a paved dedicated access easement, whichever is the principal access to the property.
- (4) The address or address range shall be prominently displayed in numbers not less than four (4) inches in height. Address numbers shall be consistent in color and font to the sign.
- (5) All freestanding signs shall be setback from the property line abutting the public right-of-way.
- (6) The height of all freestanding signs shall be measured from the existing average finished grade level of the premises where the sign is located.
- (7) The maximum size allowed for the sign varies in relation to the setback as follows, unless expressly specified otherwise in this Code. No freestanding monument sign shall exceed ten feet in height measured from the existing average finished grade level of the premises where the sign is located.

<u>Setback</u>	<u>Maximum Height of Sign Structure</u>	<u>Maximum Size of Sign Structure</u>	<u>Maximum Size of Sign Face Within the Structure</u>
<u>20 feet or more</u>	<u>10 ft.</u>	<u>80 sq. ft.</u>	<u>40 sq. ft.</u>
<u>10 feet to 19 feet</u>	<u>8 ft.</u>	<u>48 sq. ft.</u>	<u>24 sq. ft.</u>
<u>2 feet to 9 feet</u>	<u>5 ft.</u>	<u>25 sq. ft.</u>	<u>15 sq. ft.</u>
<u>0 feet to 1 foot</u>		<u>No Signs Permitted</u>	

(8) Landscape regulations for freestanding signs:

1. Permanent freestanding signs shall have irrigated landscape consisting of ground cover, shrubs, and/or trees.
 2. Plant materials with a minimum of one shrub for every two feet of linear width of the sign structure on each side;
 3. Groundcover with a minimum of five feet around the perimeter of the sign base, designed in such a manner so as to not block the message on the sign shall be required.
 4. Landscape shall not block the visibility of the address or address range.
 5. Installation of the required plant materials and groundcover shall occur prior to final inspection of the sign structure and the plant materials must be shown on the landscape plan or building permit application submitted for approval.
- (9) All permanent freestanding signs shall be freestanding monument signs, unless expressly specified otherwise in this Code.
 - (10) Freestanding Directional Signs shall comply with the regulations in Code Section 102-8(d).
 - (11) No freestanding sign over 2.5 feet from the height of the road shall be placed in that area defined as a vision triangle at street or driveway intersections, as measured per Code Section 102-7(b)(2) excluding traffic control device signs.
 - (12) Bonus incentives to replace legal permanent non-conforming freestanding monument signs. Incentives have been created by the City to encourage the demolition of legal permanent non-conforming signs. The City recognizes that replacing an existing legal permanent non-

conforming sign can be time consuming and expensive; therefore, the City seeks to reward this effort through an increase of sign face area or size of sign structure, and flexibility in the design and use of colors in the signs.

- a. Eligibility. The Planning and Development Services Director will determine whether the existing sign qualifies as a legal non-conforming sign, and is therefore eligible for the incentives.
- b. Quality design required. Applicants are required to use the services of a design professional to create their replacement sign and to utilize a well-qualified signage manufacturer to fabricate and install their sign.
- c. Incentives. The replacement of a legal non-conforming sign is eligible for the following bonuses from the Code:
 1. Sign structure area: Up to 50 percent additional sign area from the, not to exceed to exceed 80 square feet.
 2. Sign face area: Up to 50 percent additional sign area, not to exceed to exceed 40 square feet.
 3. Height: Up to two feet of additional ground sign height, not to exceed ten feet total height.
 4. Identification panels: The number of tenants that can be identified on the sign may be increased to a maximum of eight.

Freestanding signs must conform to all other Code requirements for the zoning district in which the sign is located.

- (c) Lighting. Lighting for signage may be accomplished by either internal or external sources limited by the individual zoning category or special areas of interest. Lighting for signage shall comply with the following regulations:

- (1) The source of illumination for externally-illuminated signs may not be visible from any abutting right--way or any adjacent property, and be limited to the illumination of the sign face.
- (2) Exterior lighting shall be limited to white light only. Colored lighting or lighting that changes colors is not permitted.
- (3) Internally illuminated signs must have the lighting source concealed within the sign.
- (4) Internally or externally illuminated signs on the seaward and shore-perpendicular sides of any structures that are directly, or cumulatively, visible from any portion of the beach are prohibited.
- (5) Excessive use of lighting may not be used to advertise, or draw considerable attention to the sign. Examples of excessive use of lighting include, but are not limited to, strip lighting around windows and doors, illumination of awnings or stripes or canopies that contain no text, and up-lighting or downlighting of signs that extend beyond the sign face.

- (d) Directional Signs: Directional signs shall comply with the following requirements:

- (1) Shall not display advertising copy, logos or graphic display symbols, but may use text or arrow for directional information.

- (2) Shall not exceed three square feet in size, for freestanding signs, and 16 square feet for building signs.
 - (3) Shall not exceed three (3) feet in height, for freestanding signs.
 - (4) Where multi-tenant or multi-building directional signs are used, the directional type signs must be designed so as to be similar in design, details and coloring to the sign(s) for the site, and included in a master sign plan.
- (e) Parking Identification Signs. Parking space identification signs are permitted subject to compliance with the following regulations:
 - (1) Parking spaces shall be designated on an approved site plan;
 - (2) The size of the signs shall not exceed 12 inches in width and 18 inches in length;
 - (3) Signs shall not exceed six (6) feet in height;
 - (4) Signs shall be located behind wheel stops and not affect the required size of the parking stall pursuant to Schedule C. – Parking Space Size and Configuration; and
 - (5) Signs shall be permanently affixed to the ground via a U-channel sign post or adjacent wall.
 - (6) Signs shall not have any text or symbol which indicates towing or penalties can occur.
 - (7) Advertising Vehicles Signs. Signs on vehicles may not to exceed ten square feet, when Parked for more than sixty (60) consecutive minutes within 100 feet of any street right-of-way;
 - (8) When visible from the street right-of-way;
- (f) Towing signs. Towing signs where required to tow vehicles under Florida Law (715.07, F.S.) shall comply with the applicable provisions of Florida Law and Section 66-149 of the City of Deerfield Beach Code of Ordinances.
- (g) Changeable Copy signs. Changeable copy signs may be utilized as follows:
 - (1) Manual or electronic message changeable copy signs are permitted to be used only for government entities, places of public assembly, drive-thru restaurants, and gasoline service stations.
 - (2) Changeable copy signs for places of public assembly must comply with all Code provisions for building signs and freestanding signs within the zoning district they are located;
 - (3) Additional requirements for changeable copy and electronic message changeable copy signs for drive-thru restaurants and gas stations are set forth in Code Section 102-11(f).
 - (4) Electronic message changeable copy may not move or appear to move.
 - (5) All electronic message changeable copy signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
- (h) Bus shelter signs. A sign shall be permitted on bus shelters authorized for construction by the City of Deerfield Beach, provided bus shelters signs shall not exceed 30 square feet.
- (i) Flags. Subject to limitations on their number, size (area), height, and setback, flags are permitted in all zoning districts subject to compliance with the following regulations:
 - (1) On single-family, two-family and RSO developed lots, up to two flags may be displayed. On multifamily and non-residential parcels which contain a principal permitted use, up to three flags may be displayed.

- (2) Flags shall be affixed to a ground mounted flagpole.
- (3) The size of the flag shall be proportionate to the height of the flagpole to which it is affixed, so that the distance from the top to the bottom of any flag shall be no more than 20 percent of the total height of the flagpole.
- (4) The height and size of flagpoles shall conform to the requirements of section 98-73 of the Land Development Code.

(j) All signs erected by governmental entities are exempt from the sign regulations herein.

Sec. 102-9. - Signs allowed in Residential Districts.

(a) The following signs are allowed in single-family dwelling districts and in connection with single-family and two-family uses within multifamily residential districts:

- (1) One name-plate sign situated on the premises not to exceed two square feet. Street address numbers on the front of a private dwelling with a minimum height of four (4) inches and a maximum height of twelve inches, one-half (1/2) inch stroke.
- (2) Temporary signs are allowed subject to the regulations set forth in Code Section 102-12.
- (3) Permanent commercial message signs are not allowed in single-family dwelling districts and on single-family and two-family uses within multifamily residential districts, except for permitted non-residential uses as regulated in Code Section 102-9(d) below.
- (4) Flags. Flags are subject to the regulations set forth in Code Section 102-8(j).

(b) The following signs are allowed in multiple-family residential, RV districts, PUD's, Residential PDD's and mobile home park districts:

- (1) Building signs. One building identification sign for multi-family residential buildings or one mobile home park identification sign subject to compliance with the following regulations:
 - a. The building sign shall comply with all regulations for building signs in Code Section 102-8(a).
 - b. Any illuminated sign shall not cause glare or excessive light into adjacent residential property.
 - c. Any light source shall be limited to white; and the Illumination shall be limited to internal, indirect, or spotlight, and shall comply with the lighting requirements in Code Section 102-8(c).
 - d. Additional Building Sign. On parcels containing approved accessory uses, other than the building identification sign, one additional building sign for the accessory use shall be allowed. The second building sign shall be no larger than 75 percent of the height of the primary building sign and shall be designed to be in proportion to the architectural facade or wall upon which it is attached. The sign must conform to all other Code requirements as contained in Code Section 102-8(a).
- (2) Freestanding Sign: One additional building identification freestanding monument provided:
 - a. The building identification sign is not a perimeter wall sign;
 - b. Such sign meets the requirements for all freestanding signs in Section 102-8(b); and

- c. The sign can be externally illuminated only and the light source shall be limited to white and comply with the general sign lighting requirements in section 102-8(c).

(3) *Flags.* Flags are subject to the regulations set forth in Section 102-8(j).

(c) *Neighborhood signs.* The City recognizes the desire for unique communities within its boundaries to positively identify themselves and their geographic boundaries. All property neighborhood signage that include more than one (1) property neighborhood entry sign at a single entry will require a master sign plan and comply with the master sign plan requirements in Code Section 102-6(d). In cases of irregularly-shaped or unclear boundaries, the director shall be authorized to determine if a given proposal conforms to this regulation. Signs that are erected by the City that identify certain neighborhoods are exempt from these requirements.

(1) *Property neighborhood entry signs:*

- a. Each residential neighborhood entry sign shall be limited to the name of the neighborhood or residential complex.
- b. Each residential neighborhood shall display no more than one freestanding sign or two (2) signs on each entryway of the neighborhood or district, situated on either side of the street entrance.
- c. In no instance shall any freestanding sign be closer than 100 feet to any other freestanding sign, unless the sign is incorporated within an entry feature and the right-of-way between them is less than 100 feet.
- d. For subdivisions with multiple entrances, an additional neighborhood entry signs or freestanding monument sign may be situated at each entrance.
- e. All freestanding signs and entry feature signs shall comply with the general requirements for freestanding monument signs in Code Section 102-8(b).
- f. Light source shall be limited to white; and the illumination shall be limited to internal, indirect, or spotlight and comply with the general sign lighting requirements in Code Section 102-8(c).
- g. The sign shall not be permitted to be placed in the public right-of-way or in any required yard without the written authorization for the property owner;
- h. All property neighborhood entry signs require Community Appearance Board approval.

(2) *Non-commercial directional signs.* Permanent directional signs are permitted throughout a private residential neighborhood in accordance with Code Section 102-8(d), and in accordance with an approved master sign plan for the neighborhood.

(3) *Directory signs for multiple buildings or multiple developments within a residential neighborhood.* One (1) illuminated or non-illuminated ground directional sign may be permitted per residential neighborhood, provided, however, that such sign conforms to the following;

- a. The sign shall be oriented to pedestrian or vehicular traffic on the premises and shall not block the visibility of traffic;
- b. A sign for a single building or development shall be limited to two square feet per individual sign face;

- c. The aggregate directory sign faces shall not exceed a total area of 28 square feet per directory sign;
- d. The directory sign shall not exceed six feet in height;
- e. Directory signs must be designed and detailed consistent with a master sign plan and should be installed at the same time as other signs within the subdivision;
- f. The signs shall not display advertising copy, logos or graphic display symbols, but may use text or arrow for directional information; and
- g. The light source shall be limited to white; and the illumination shall be limited to internal, indirect, or spotlight and comply with the general sign lighting requirements in Code Section 102-8(c).

(4) Parking Space Identification signs are permitted subject to the regulations in Code Section 102-8(e)

(5) Temporary signs are permitted subject to the regulations in Code Section 102-12.

(d) *Non-Residential Uses in Residential Zoning Districts.*

- (1) Houses of worship, other places of public assembly, golf courses and country clubs shall comply with the corresponding sign regulations in Code Section 102-10.
- (2) Hotels and Motels located east of the Intercoastal Waterway shall comply with the sign regulations in Code Section 102-11.
- (3) All other non-residential uses shall comply with the sign regulations in multi-family zoning districts in Code Section 102-9(b).

Section 102-10. - Signs in Open Space and Community Facilities Districts.

All Signs in open space, and community facilities zoning districts shall comply with the regulations in this Section and shall comply with the regulations in Section 102-8 *General Regulations for Signs in All Zoning Districts*. In the case of conflicts between regulations in this Section and Code Section 102-8, the more stringent regulation shall apply.

(a) *Freestanding Monument Signs*. One freestanding monument identification sign is permitted. For parcels with multiple frontages, there may be two freestanding monument identification signs subject to compliance with the following conditions:

- (1) Corner parcels may have two monument identification signs, one for each frontage, provided that they are no closer than 100 feet, as measured along the frontage, or one sign calculated by combining the distances of both frontages.
- (2) Parallel (opposite) parcels or parcels with more than two street frontages are permitted two freestanding monument identification signs provided that the signs are not located within 100 feet of each other, measured along the frontage line.
- (3) In Open Spaces Districts, any type of illumination shall be limited to external illumination.
- (4) In the Community Facilities District, government entities and places of public assembly are permitted one freestanding monument sign to be a changeable copy sign per the regulations in Code Section 102-8(h) for non-commercial messages.

(b) *Building Signs*.

(1) Each building shall be permitted one (1) building identification sign per street frontage, with additional signs per street frontage, allowed based on the following criteria:

- a. The combined sign area of all signs per street frontage cannot exceed one (1) square foot per lineal frontage wall face of the building or structure, or a maximum of 100 square feet, whichever is less.
- b. The additional sign(s) are non-commercial messages intended to identify accessory uses or specific entrances or locations within the building.
- c. The additional signs may not be illuminated.
- d. All signs shall be designed in the same color and font.

(c) Other Types of Signs.

(1) All directional signs shall comply with the regulations in Code Section 102-8(d).

(2) All parking identification signs shall comply with the regulations in Code Section 102-8(e).

(3) All Temporary signs shall comply with the regulations in Code Section 102-12.

(4) Research Park at FAU. The following signs are permitted in the Research Park at FAU, which is operated in accordance with Chapter 159, Part V, Florida Statutes, notwithstanding any provisions to the contrary in this Code,

- a. One freestanding sign with internal illumination fronting I-95 and set back a minimum of ten feet from the adjacent public right-of-way which is not off-premises signage and meet all the following requirements:
 1. Maximum height not to exceed 35 feet measured from the existing average finished grade level of the premises where the sign is located. The area of each sign face shall not exceed 120 square feet and a maximum of two sign faces are permitted per sign.
 2. The width of the sign base shall be at least 20 percent of the width of the sign face or the minimum required to meet wind load specification, whichever is greater.
 3. The sign shall only identify a business (or businesses) located on the same lot (provided the message may, at any time be converted to a noncommercial message unrelated to the business. The sign shall identify the City of Deerfield Beach. In no event shall the sign be used to display an offsite commercial message, sometimes known as a billboard.
- b. One freestanding monument sign which meets all of the following requirements shall be allowed for each vehicular access to the Research Park from FAU Boulevard:
 1. Maximum height not to exceed ten feet measured from the crown of FAU Boulevard.
 2. The area of each sign face shall not exceed 40 square feet and a maximum of two sign faces are permitted per sign.
 3. The maximum area of the sign structure shall be 80 square feet.
- c. Each building shall be allowed a total of three internally illuminated building signs with only one sign per building face which meet all the following requirements:

1. One sign with a maximum area not greater than 150 square feet and a maximum length of 35 feet or 25 percent of the length of the building face upon which the sign is located. This sign shall not be located on an easterly facing building face
2. Two building signs shall be limited to 100 square feet each with a maximum length of 25 feet or 25 percent of the length of the building face upon which the sign is located.
- d. If any freestanding sign permitted herein shall ever be deemed, in any court or administrative proceeding, to be a billboard, then the freestanding sign shall be considered prohibited and removed at the owner's expense.
- e. Temporary signs are allowed subject to the regulations set forth in Code Section 102-12.
- f. Each building shall be limited to one digital clock and one digital temperature display which must meet all of the following requirements:
 1. The digital clock and digital temperature display shall be the same color. The colors may change but both shall be the same color as each other at all times and shall be dimmable.
 2. The digital clock and digital temperature display shall be located on the same building elevation.
 3. The digital clock shall not exceed 32 square feet and the digital temperature shall not exceed 32 square feet.
 4. The size of the digital clock and digital temperature shall not be included in the total square footage of allowable building face signage
- g. Each building shall be limited to two illuminated round analog clocks which must meet all of the following requirements:
 1. Both clocks shall be the same color.
 2. Both clocks shall not be located on the same building elevation.
 3. Each clock shall not exceed eight feet in diameter.
 4. The size of the analog clock shall not be included in the total square footage of allowable building face signage.

Section 102-11 Signs allowed in Commercial Zoning Districts.

(a) General Requirements:

- (1) All businesses shall be required to obtain a valid Certificate of Use and active Business Tax Receipt to obtain a sign for their business.
- (2) Temporary signs for new businesses and vacant storefronts are regulated in Code Section 102-12(c)(2) and 102-12(c)(5).
- (3) The zoning districts that the sign regulations in this Section apply to are listed below:
 - a. B-1 Business, Community; B-2 Business, Highway; B-3 Business, General
 - b. TOD, Transit-oriented development; Commercial Uses in the PDD- Planned Development District
 - c. I-Industrial; I-2 Limited Heavy Industrial, PID Planned Industrial District
 - d. B-2c, Business Highway;

- e. B-3c Business General, C-1c Commercial, Warehouse
- f. M-1c Limited Manufacturing & Industrial, M-3c Intense Manufacturing & Industrial
- g. RSO Residential/Office
- h. DBR Dixie Business Residential
- i. COD Cove Overlay District,
- j. LAC Local Activity Center -

See also the additional specific regulations that are unique to the subject zoning district.

(4) The following zoning districts have additional specific regulations that are unique to the subject zoning district that are further specified in the zoning district regulations. In the case of conflicting regulations, the more stringent regulation applies:

- a. RSO Residential/Office- See Code Section 98-52.
- b. DBR Dixie Business Residential- See Code Section 98-52A(o).
- c. COD Cove Overlay District- See Code Section 98- 53B.
- d. LAC Local Activity Center- See Code Section 98-67(15).

(5) Additional signage regulations for the following uses and locations are provided in Code Section 102-11(f):

- a. Multi-tenant buildings and commercial complexes;
- b. Gas stations; and
- c. Drive-thru restaurants.

(b) *Building signs.* Building signs within commercial zoning districts shall comply with all of the following regulations:

- (1) All building signs shall comply with the regulations set forth in Code Section 102-8.
- (2) The maximum number of signs for each building or individually demised tenancy shall be one (1) per street frontage.
- (3) The single building sign may consist of a wall sign or awning sign. If the sign is an awning sign, the lettering and numbering shall be either silk-screened or such other permanent application.
- (4) If a building is occupied by two independent businesses having separate business tax receipts, the following regulations apply:
 - a. Each business shall occupy a minimum of 100 square feet of floor area.
 - b. The signs shall match in color, illumination method and method of construction,
 - c. The total area of all signs permitted on one street frontage by this section shall not exceed the maximum sign area permitted for one sign.

In the event that more than two corporations share the same space, only two tenants shall be permitted a permanent wall sign.

(5) *Additional building sign.* One (1) additional wall sign or awning sign (but not both) is permitted based on compliance with the following criteria:

- a. Retail businesses having more than 40,000 square feet of retail space may have an additional wall sign. The second wall sign may be no larger than 75 percent of the height of the primary wall sign and shall be designed to be in proportion to the architectural facade or wall upon which it is attached.

- b. Buildings that have two entry facades shall be entitled to one additional wall sign. The second sign shall match the primary facade wall sign in color, illumination method and method of construction.
 - c. All buildings that face a private drive aisle may have an additional wall sign, located on the rear or side elevation of the building. The second sign shall match the primary facade wall sign in color, illumination method and method of construction. No signs at the rear of a building visible to any adjacent residential property shall be illuminated. The sign must conform to all other Code requirements as contained in Code Section 102-8(a).
 - d. A logo and a text sign on the same façade is permitted if the design of the façade is negatively impacted by the provision of a single sign.
 - e. Buildings built as out-parcels in front of commercial shopping centers or office buildings may have two (2) additional wall signs; One (1) located at the rear and another on either side elevation of the building. The signs shall match the primary facade wall sign in color, illumination method and method of construction.
- (6) Businesses that operate twenty-four (24) hours a day shall be entitled to one sign per street frontage announcing "Open 24 Hours", which shall be displayed on the building. This "Open 24 Hours" sign must be no larger than nine inches in capital letter height, no more than three square feet in sign area, must be the same color and material as the approved prominent sign on the building and be designed to be in proportion to the architectural facade or wall upon which it is attached.
- (7) Each building or individually demised tenant occupancy, shall be allowed one service door nameplate identification sign not to exceed one square foot with lettering not to exceed three inches in capital letter height. Address bay numbers shall be included on all rear doors, which numbers shall not count toward square feet.
- (c) Freestanding Signs
- (1) All freestanding signs shall comply with the regulations set forth in Code Section 102-8.
- (2) The sign shall match the architectural design and color of the base of the sign shall match the color of the building.
- (3) For parcels or out-parcels with more than 700 feet of frontage or multiple frontages, there may be an additional freestanding monument sign or multi-tenant monument sign as follows:
- a. Corner parcels having more than 100 feet of frontage on each street may have two freestanding monument signs, one for each frontage, provided they are no closer than 100 feet, as measured along the frontage, or one sign calculated by combining the distance of both frontages.
 - b. Parallel (opposite) parcels with more than two street frontages are permitted two freestanding monument signs provided that the frontage on which the sign is placed is over 100 feet and the second monument sign is not located within 100 feet of another freestanding sign, measured along the frontage line.
 - c. Properties with frontage in excess of 700 feet may have one additional freestanding monument sign with placement of the second sign no closer than 100 feet from the first sign.
- (d) Window signs. Window signs, including permanent and temporary window signs, shall meet the following number, size, height and durational requirements:

- (1) The window sign area shall not exceed 25% of the total window area for each business frontage.
 - (2) The maximum allowable letter height for all window signs is 12 inches.
 - (3) All other logos, logotypes, non-illuminated window perimeter borders and stripes, ascending or descending letters, swash letters, pictures, symbols, graphics or combination thereof, shall not exceed 15 inches in height, and the area is included in the 25% maximum square footage allowed calculation.
 - (4) Open/closed signs: Each place of business may exhibit one "Open" or "Closed" sign. The sign shall be no larger than three square feet in total sign area. The sign may be illuminated or non-illuminated. Open/closed signs shall not be included in the calculation for overall sign area permitted for windows.
 - (5) Street address and hours of operation information are allowed, but will not count in the calculation for the overall sign area permitted for windows. Street address signs shall not be less than four (4) inches in height.
 - (6) Illuminated signs are allowed, and will be included in the calculation of the window sign area. The total of all illuminated signage shall not exceed six square feet and the signage shall only be lit during hours of operation. No illuminated signs greater than six square feet shall be located within 15 feet from the face of any window surface.
 - (7) Additional temporary window signs are permitted subject to the regulations in Code Section 102-12(c)(2)
- (e) Sandwich board signs.
- (1) One sandwich board sign shall be allowed along the tenant frontage of any non-residential property, subject to the limitations in Code Section 102-7(b).
 - (2) No sandwich board sign may be lit, either internally or externally.
 - (3) Sandwich board signs shall be freestanding and moveable. They may be single-sided or double-sided.
 - (4) Sandwich board signs shall be removed during inclement weather and high winds.
 - (5) Sandwich board signs shall not exceed an overall height of 36 inches above ground level or an overall area of six square feet.
 - (6) Sandwich board signs shall not be allowed on the public right-of-way including public sidewalks.
 - (7) Any sandwich board sign that encroaches upon pedestrian movement or safety shall be prohibited and removed or relocated.
 - (8) Sandwich board signs shall be readable, properly maintained, and kept in good working condition.
- (f) Additional Regulations for Specific Uses and Locations. All properties consisting of the following specific uses and in the following locations, shall comply with the regulations in this Chapter, and the supplementary regulations in this subsection below:
- (1) Multi-tenant buildings and commercial complexes:

- a. All multi-tenant buildings and commercial complexes require a master sign plan pursuant to Code Section 102-6(c) to include all exterior signs and window signs on the building(s) and/or site.
- b. Multi-tenant freestanding commercial message signs. A freestanding commercial message sign is subject to compliance with all of the following regulations:
 - 1. The sign shall comply with the general regulations for freestanding monument signs in Code Section 102-8(b).
 - 2. The sign may display up to six identification panels on the sign.
 - 3. The sign shall be designed in such a manner that tenant's text is in the same type font and same color allowed for the building sign.
 - 4. Text shall not exceed 75% of the height and length of the tenant panel.
 - 5. The tenant panels shall all be white flat tenant panels (no pan signs) and no push-thru letter signs.
 - 6. Any illumination shall be only be white in color.
 - 7. The numeric address shall be displayed as part of the sign in text no smaller than four (4) inches capital letter height.
 - 8. The property owner, or designee, shall be solely responsible for determining the tenant names that are on the sign and assuring that the sign face and sign itself are maintained in accordance with the maintenance standards in Code Section 102-14.
- c. Building Identification Sign. Multi-tenant buildings may have one additional building identification sign, per street frontage. Building identification signs shall comply with the following regulations:
 - 1. The signs shall strictly identify the name or address of the building.
 - 2. The signs shall comply with the regulations for building signage set forth in Code Section 102-8(a).
 - 3. The signs shall be designed in a manner that is consistent with the architecture of the building, and freestanding and tenant signage on the site.
- d. Directional signs for multi-tenant or commercial complexes.
 - 1. The directional type signs must be designed so as to be similar in design, details and coloring to the other sign(s) on the site;
 - 2. The directional signs shall comply with the regulations for general directional signs in Code Section 102-8(d).
- e. Directory sign. One internally-illuminated wall building directory sign may be permitted per building or one (1) internally-illuminated ground directory sign may be permitted per parking lot on premises, within a multiple tenant shopping center, business complex or office building for pedestrian or vehicular wayfinding purposes; provided, however, that such sign complies with all of the following regulations:
 - 1. The sign shall be oriented to pedestrian or vehicular traffic on the premises and shall not block the visibility of traffic.

2. A single business or activity shall be limited to two square feet per individual sign face.
 3. The aggregate directory sign faces shall not exceed a total area of 28 square feet per directory sign.
 4. The directory sign shall not exceed six feet in height, for freestanding signs.
 5. Directory signs shall not display advertising copy, logos or graphic display symbols, but may use text or arrow for directional information.
 6. Where a multi-tenant monument sign is installed, directory signs must be designed and detailed consistent with a master sign plan and should be installed at the same time as the multi-tenant monument sign(s).
 7. Illumination shall comply with the general lighting requirements for signs in Code Section 102-8(c).
- f. *Under-canopy signs for Shopping Centers.* In shopping centers, an additional under-canopy non-illuminated sign is allowed provided that the sign complies with the following requirements:
1. The sign is positioned 90 degrees to the building.
 2. The sign is hung with a minimum clearance of eight (8) feet zero inches
 3. to the sign shall not exceed three (3) square feet per side.
 4. All signs within a single shopping retail center shall be the same size, color and type face, except for the tenant logo(s).
 5. All under-canopy signage shall be included in the master sign plan for the shopping center.
- g. *Commercial complex identification signs.* The regulations in this subsection apply to commercial complexes, to positively identify themselves within their geographic boundaries. In cases of irregularly-shaped or unclear boundaries, the director shall be authorized to determine if a given Community Appearance Board application conforms to these regulations. Commercial Complex identification signs shall comply with the following regulations:
1. The signs shall be limited to the name of the commercial complex;
 2. The signs shall display not more than one freestanding monument sign or two (2) entry feature signs opposite and parallel to each other along each entrance to the complex;
 3. Freestanding signs shall not be closer than 100 feet to any other freestanding sign, unless they are entry feature signs and the right-of-way between them is less than 100 feet.
 4. All freestanding signs and entry feature signs shall comply with the general requirements for freestanding monument signs in Section 102-8(b).
 5. Light source shall be limited to white in color and comply with the general regulations for lighting in Code Section 102-8(c).

6. The sign shall not be permitted to be placed in the public right-of-way or in any required yard without the written authorization for the property owner;
7. All commercial complex entry signs shall be incorporated into a master sign plan for the entire commercial complex,
8. All commercial complex entry signs require Community Appearance Board approval.

(2) Gas Station Signs. Gas Station Signs shall comply with the following regulations:

- a. The total square footage of the building and canopy signageshall be based on the linear building frontage for each street frontage. The total sign area shall be computed by allowing one square foot for each linear foot of building or tenancy frontage, to be split between the building and the canopy.
- b. Canopy signs are limited to one per street frontage.
- c. Any striping or other linear graphics on the canopy will be considered a sign if it is illuminated.
- d. Changeable Copy Fuel price informational signs. In a properly zoned district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to compliance with the following conditions:
 1. One freestanding fuel price informational sign limited to 12 square feet is allowed. If there is a freestanding identification sign then this changeable copy fuel price informational sign shall be incorporated into its design so as not to have two or more freestanding signs. The sizes allowed for the fuel price informational sign shall be in addition to other allowable signage.
 2. Only one fuel price informational sign shall be permitted per fuel pump limited in size to an area of 18 square inches. Each fuel price informational sign shall be affixed directly to a fuel pump and shall be stationary.
 3. Only the fuel price information signs as regulated in this Section can be changeable copy, and shall comply with the general regulations for changeable copy signs in Code Section 102-8(h). No other changeable copy signs are permitted.

(3) Drive-thru Restaurants. Outdoor changeable copy menu signs are only allowed on lots that have been approved for restaurants with drive-thru windows, provided that such menu signs comply with all of the following conditions:

- a. All changeable copy sings shall comply with the General Regulations for changeable copy signs in Code Section 102-8(h).
- b. Only one changeable copy menu sign shall be permitted per drive-thru lane.
- c. Display surface area shall not exceed 24 square feet.
- d. If the sign is lighted, it may only be internally illuminated .
- e. The outdoor menu sign shall be oriented to be seen at the drive-thru location where orders from vehicle occupants are taken.

(g) Bench signs. One 12 square-foot sign per bench may be provided on benches located in commercial and industrial zoning districts, where regular bus service is provided at least five days per week by public transportation. Benches with signs shall only be located in the City in the following manner:

- (1) Benches shall not be placed at any location which is not a bus stop where regular bus service is provided at least five days per week by public transportation.
- (2) Benches shall not be placed in the sign vision triangle.
- (3) Benches shall not be placed on public sidewalks.
- (4) Benches may be placed on private property only with written authorization from the property owner.
- (5) All benches shall be positioned parallel to the public right-of-way or at an angle up to, but not exceeding, 45 degrees from the right-of-way; and
- (6) One bus bench per bus stop only; unless the city manager authorizes a second bench where there is sufficient demand or where a bus bench is relocated to make room for a city authorized bus shelter.

Section 102-12 Temporary Signs.

(a) General requirements.

- (1) Temporary signs are not to be erected for longer than six (6) months, unless a longer time period is specifically permitted for such temporary sign in this Chapter.
- (2) Only such temporary signs as are prescribed in this Section shall be placed, displayed and maintained upon any residential or non-residential lot.
- (3) Temporary signs may be placed upon private property with the written permission of the owner of the property or other person in legal control of the property.
- (4) All temporary signs shall be discarded in a timely and proper manner so as to prevent litter and trash from accumulating within the City.
- (5) Temporary signs shall comply with the regulations set forth in Code Section 102-7 Prohibited Signs and Locations.-
- (6) An-additional 12 square feet of temporary non-commercial message signage per residential and non-residential zoned lot, for the ninety (90) calendar days prior to and seven calendar days following any federal, state, county, or city election is permitted.
- (7) The regulations for temporary holiday sales signs are set forth within Section 18-4 of the City of Deerfield Beach Code of Ordinances.
- (8) Temporary signs shall not be placed, erected or maintained in the public right-of-way or on any public property.
- (9) Temporary signs shall not be placed in a utility easement without the written permission and approval of the easement holder.
- (10) It shall be the responsibility of the owner of the property to remove or properly secure any temporary sign in the event of any hurricane warning in effect for the City of Deerfield Beach. If such action is not taken by the property owner, the City reserves the right to remove or properly secure the sign.

(b) Residential Districts.

- (1) Temporary non-commercial message signs. Except as otherwise provided in subsections (2), (3), and (4) below, the following regulations shall apply for all temporary signs in residential districts:

- a. Maximum of two (2) double-faced signs per lot.
- b. Sign area not to exceed six (6) square feet per face
- c. Maximum height not to exceed four (4) feet.

(2) Real Estate Signs. Real Estate Signs in Residential Districts shall comply with the following regulations:

- a. They are permitted only for when the property where the sign is posted is actively for sale or rent;
- b. The sign may only advertise a sale or lease for the property where the sign is located.
- c. The sign shall not be illuminated in any manner.
- d. One double-faced sign per premises shall be permitted, except for waterfront lots and lots having more than one street frontage. Waterfront lots shall be allowed to have one additional sign placed on the side of the property facing the water, and lots having more than one street frontage shall be allowed to have one additional sign placed on the second street frontage provided the signs are placed a minimum of 100 feet apart from one another, as measured along the perimeter of the property line.
- f. Sign area shall not exceed six (6) square feet per face.
- g. Maximum height shall not exceed four (4) feet.
- h. Two "open-house" signs per property may be displayed between the hours of 8:00 a.m. and 6:00 p.m. on the day the property is open for inspection.
- i. Signs must be removed no later than two calendar days after closing on the sale of the property or leasing of the property.

(1) Contractor signs and/or project signs. Contractor signs or Project signs shall comply with all of the following regulations:

- a. An active building permit for the subject site is required to authorize the use of a Contractor or Project Sign. The sign may not be posted until the issuance of the building permit for the project and shall be removed upon the expiration of the building permit or upon the issuance of the certificate of occupancy for the project, whichever shall first occur.
- b. One (1) free-standing sign per construction site is permitted.
- c. The sign shall not exceed six (6) square feet in sign area per face in single-family dwelling districts and in single-family and two-family uses within multifamily residential districts, and shall not exceed 16 square feet in sign area within multi-family and mobile home park districts.
- d. Maximum height for the sign shall not exceed six (6) feet.

(2) Window signs. Temporary non-commercial message window signs:

- a. Shall not cover more than 15 percent of the window area;
- b. May be located on or adjacent to the window;
- c. Shall include no letter greater in height than four inches; and
- d. Shall include no logos or symbols greater than eight inches in height.

(c) Temporary Signs in Non-Residential Districts.

(1) Temporary commercial message signs and temporary non-commercial message signs. Except as otherwise provided in subsections (2), (3), and (4) below, the following regulations shall apply for all temporary signs in non-residential districts:

- a. The signs shall be subject to all general regulations within Code Section 102-12(a).
- b. A maximum total of two (2) double-faced temporary freestanding signs per lot or business location.
- c. The sign area shall not exceed 16 square feet per face, and shall not exceed a maximum height of six (6) feet.
- d. Window signs shall comply with Code Section 102-11(d) for all permanent and temporary window signs.

(2) Temporary signs for new businesses. Temporary signs for new businesses within the City are permitted subject to compliance with the following regulations:

- a. One temporary single-sided ground mounted banner, not to exceed 32 square feet is permitted. The Banner shall not to exceed six (6) feet in height and shall be located on private property, parallel to the street frontage of the business. The Sign must have a minimum of two posts in the ground. Feather flags are prohibited.
- b. One temporary wall mounted banner, not to exceed 32 square feet may be located in the window area of the business or on the wall above the entrance to the business, centered horizontally and vertically within the sign band and/or within the designated wall sign location for the permanent sign.
- c. Additional window signage on or adjacent to the window surface is permitted, provided it does not cover more that 50% of the window area, including any permanent window signage.
- d. The additional signage permitted in this subsection is only permitted for a period of time not to exceed sixty 60 days after the date of issuance of the initial Certificate of Use for the new business.

(3) Real estate signs. Real Estate signs are permitted, subject to compliance with all of the following regulations:

- a. The real estate signage is permitted only when there is a vacancy at the property where the sign is posted, or when the building or property is being offered for sale or lease.
- b. The sign shall be no larger than 16 square feet per face. No attachments to the sign shall be permitted.
- c. The sign shall not be illuminated.
- d. Limited to one real estate sign per premises, except that waterfront lots may have an additional sign on the side of the property facing the water and lots having more than one frontage may have an additional sign placed on the second street frontage, provided all signs are placed a minimum of 100 feet apart from one another as measured from the perimeter of the property line.
- e. The sign shall not exceed six (6) feet in height.

- f. Not more than two "open-house" signs per property for residential components of non-residential properties shall be permitted. Such signs may be displayed between the hours of 8:00 a.m. and 6:00 p.m. on the day the property is open for inspection.
 - g. Signs must be removed ~~no later than two calendar days after closing~~ when a property is sold, and/or fully occupied or leased.
- (4) Contractor Signs. Contractor signs or Project signs shall comply with all of the following regulations:
- a. An active building permit for the subject site is required to authorize the use of a Contractor or Project sign. The sign may not be posted until the issuance of the building permit for the project and shall be removed upon the expiration of the building permit or upon the issuance of the certificate of occupancy for the project, whichever shall first occur.
 - b. One free-standing sign per construction site is permitted.
 - c. The sign shall not exceed 16 square feet.
 - d. The maximum height of the sign shall not exceed six (6) feet.
- (5) Temporary window signs for vacant storefronts. For vacant spaces for which no tenant is proposed, 100% of the window may be covered with temporary signage, subject to compliance with the following regulations:
- a. Decorative window displays only are permitted and shall not contain "for rent", "for sale", "for lease".
 - b. Requires approval from the Community Appearance Board.
 - c. The sign cannot exceed a six (6) months duration.

Sec. 102-13. - Existing signs nonconforming.

Any sign which did not conform to the City of Deerfield Beach Sign Code on the day before **INSERT DATE**, and which should have been removed or modified under prior law shall be an illegal nonconforming sign. Any signs which were legally permitted and constructed which do not conform to provision of the City of Deerfield Beach Sign Code on **INSERT DATE**, shall be considered legal nonconforming signs and shall be governed as provided for herein.

- (a) Unless otherwise provided for herein, any sign made nonconforming by this sign code shall be considered a legally nonconforming sign and shall be made to conform to this sign code as provided for herein.
- (b) A legally nonconforming sign may not be enlarged or altered in a way which increases its degree of nonconformity, but any sign or portion thereof may be altered to decrease its degree of nonconformity, except as provided for herein.
- (c) A legally nonconforming sign shall not be structurally altered to prolong the life of the sign. Reasonable repair and maintenance of nonconforming signs, including change of copy, is permitted, as provided for herein. Reasonable repair and maintenance means the work necessary to keep the sign, including the sign structure, in a good state of repair, but does not include replacement of materials in the sign structure where the cost of the replacement materials exceeds 25 percent of the sign's value. Reasonable repair does not include:
 - (1) Any modification that changes the structure, or type of structure, such as conversion of a wooden sign structure to a metal sign structure;

- (2) Any modification, including the addition of embellishments, that changes the sign area or the height above ground level;
 - (3) Any modification that enhances the visibility of the sign's copy, such as a change to the depth of the copy, or the period of time that the copy is visible;
 - (4) Any modification that adds changeable faces or electronic message signs; or
 - (5) Any modification that adds artificial lighting, or changes the existing lighting such that illumination is increased.
- (d) Should a legally nonconforming sign become damaged, destroyed or deteriorated by any means to the extent that it requires more than reasonable repair and maintenance, as defined in subsection (d) above, then the sign shall not be reconstructed except in compliance with the sign code.
 - (e) Should a legally nonconforming sign be moved for any reason, it shall thereafter conform to the regulations for the district in which it is located after it is moved.
 - (f) Any legally nonconforming sign structure the use of which as a sign is discontinued for a period of 180 consecutive days, regardless of any intent to resume or not to abandon such use, shall be presumed to be abandoned and shall not thereafter be reestablished except in full compliance with this code. The use of the sign shall be presumed to be discontinued during the time the business with which the sign is associated is not in operation. Any period of such discontinuance caused by government actions, strikes, material shortages, or acts of God, and without any contributing fault by the nonconforming user, shall not be considered in calculating the length of discontinuance for purposes of this subsection. The time period during any active renovation or reconstruction of the premises (as evidenced by an active building permit) with which the sign is associated shall not be counted in computing any abandonment.
 - (g) If there is new development on a parcel upon which a sign, or signs, is, or are, located, which development is required to undergo major development review pursuant to the City's land development regulations, all nonconforming signs on the parcel shall be made to comply with the provisions of this sign code.
 - (h) Any sign which is legally nonconforming as set forth above may be modified to change the copy on the sign face provided the modification does not exceed the definition of reasonable repair as set forth above, and the sign complies with all other provisions of the sign code (except for those provisions which caused the original nonconformity) and does not increase the degree of nonconformity.
 - (i) *Bonus incentives to replace legal permanent non-conforming freestanding monument signs.* Incentives have been created by the city to encourage the demolition of legal permanent non-conforming signs. The City recognizes that replacing an existing legal non-conforming sign can be time consuming and expensive; therefore, the City seeks to reward this effort through an increase of sign face area or size of sign structure, and flexibility in the design and use of colors in the signs.
 - (1) *Eligibility.* The Planning and Development Services Director will determine whether the existing sign qualifies as a legal non-conforming sign, and is therefore eligible for the incentives.
 - (2) *Quality design required.* Applicants are required to use the services of a design professional to create their sign and to utilize a well-qualified signage manufacturer to fabricate and install their sign.

(3) Incentives. The replacement of the legal non-conforming freestanding monument signs are eligible for the following bonuses from the current Code requirements:

- a. Sign structure area: Up to 50 percent additional sign area from the, not to exceed to exceed 80 square feet.
- b. Sign face area: Up to 50 percent additional sign area, not to exceed to exceed 40 square feet.
- c. Height: Up to two feet of additional ground sign height, not to exceed ten feet total height.
- d. Identification panels: The number of tenants that can be identified on the sign may be increased to a maximum of eight.
- e. Freestanding signs must conform to all other Code requirements for the zoning district in which the sign is located.

Sec. 102-14. - Maintenance, violations, enforcement and remedies.

- (a) Maintenance. All signs and associated landscape shall be maintained in a safe, presentable and good structural condition, including the replacement of defective parts, repainting, cleaning and other acts required for the maintenance of said sign. When a new sign is installed, any deficiencies to the surface of the area from the removal of the old sign, shall be repaired and such areas will be painted to match the color of the area in which the sign is located.
- (b) Abandoned or discontinued signs. Except as otherwise provided in this Code, an abandoned or discontinued sign is prohibited and shall be removed by the owner of the premises, or as otherwise provided for in this article.
- (c) Dangerous or defective signs. No person shall maintain or permit to be maintained on any premises which they own or control any sign which is in a dangerous or defective condition. Any such sign shall be removed or repaired by the owner of the sign or the owner of the premises, or as otherwise provided for in this article.
- (d) Unlawful signs. No person shall erect on any premises which they own or control, any sign which does not comply with the provisions of this Code.
- (e) Violations and enforcement.
 - (1) Violations. The violation or failure to comply with any of the provisions of this ordinance shall be and hereby is declared to be unlawful and a violation of this sign code. Each and every day that a violation continues shall be considered a separate and specific violation.
 - (2) Enforcement. The city may enforce the provisions of this chapter through the code enforcement process set forth within Chapter 2, Article VI of the City of Deerfield Beach Code of Ordinances. Any violation of the provisions of this chapter shall also be enforced pursuant to section 1-15 of the City of Deerfield Beach Code of Ordinances.

Sec. 102-15. - Administration.

- (a) Code administrator. The administrator shall be the director of planning and development services department or a representative designated by the director. The administrator is hereby authorized to process applications for permits and variances, provide for the holding of public hearings as required and enforce and carry out all provisions of this Code, both in letter and in spirit. The administrator is authorized to promulgate regulations and procedures consistent with the purpose of this Code toward this end.

- (b) Inspection. The building official or designee is empowered, upon presentation of proper credentials, to enter or inspect any building, structure, or premises in the City upon which or in connection with which, a sign is located for the purposes of inspection of the sign, its structural and electrical connections, and to ensure compliance with all applicable codes and ordinances. Such inspections shall be carried out during business hours unless an emergency exists.
- (c) Appeals. Any person who believes that a decision rendered in the denial of a permit is incorrect may appeal that decision to the City Commission. A denial of an application by the community appearance board shall constitute a denial for purposes of this section. Any person aggrieved by a decision of the board may file a letter of appeal in a form prescribed by the City (together with the applicable fee) with the City Commission by filing same with the city manager, or designee, within ten business days of the decision. Such letter of appeal shall identify the application and the action which is the subject of the appeal and shall set forth the grounds for appeal with specificity and the requested relief. The City Commission shall sit, in open session, as an appeal board and shall hear the appeal at either the first, second or third regularly scheduled City Commission meeting after the notice of appeal being filed, but not more than 45 days after the notice has been filed, and shall either affirm the action of the board, affirm it with modifications, reverse it or remand it for further consideration. The members of the board shall be notified of the date on which the appeal is to be heard. The hearing before the City Commission shall be a de novo hearing and shall be held pursuant to the quasi-judicial procedures of the City unless waived by the applicant. No building or development permit may be issued for a structure or building which has been denied by the board or which is the subject of an active appeal. The ruling shall be issued within three calendar days of the hearing. If the appeal is from a denial, there shall be no presumption that the original denial is correct. The appeal shall be heard de novo at a publicly noticed quasi-judicial hearing. If the appeal is not finally determined within three calendar days after the hearing, or within 45 days after the filing of the appeal, whichever event occurs first, the sign permit shall be issued. Any adverse decision of the City Commission may be appealed to the circuit court by way of a petition for writ of certiorari.
- (d) Variances. A variance may be authorized by the City Commission for any required dimensional standard for a sign. A variance shall be deemed denied unless four members of the commission vote in favor of the request for a variance. Applications for variances may be obtained from the department of planning and development services.
- (1) Variances may be granted for any required dimensional standard for a Sign, including the following:
- a. Height
 - b. Area
 - c. Location
 - d. Maximum number
 - e. Minimum setback
- (2) A variance may not be granted for a Sign that is prohibited by this Code.
- (3) All justifications for a variance shall be related specifically to the property where the variance is being requested. Nonconforming uses of neighboring lands, structures or buildings in the same zoning district or identification of permitted use of lands, structures and buildings in other districts shall not be considered grounds for the issuance of a sign variance.

- (4) A written application for a variance from the terms of this sign code shall be submitted to the director of planning and development services the application shall demonstrate all of the following:
- a. That special conditions and circumstances exist which are peculiar to the land, structure or buildings involved and which are not applicable to other lands, structures or buildings in the same zoning district; and
 - b. That the special conditions and circumstances do not result from the actions of the applicant; and
 - c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings or structures in the same zoning district; and
 - d. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant; and
 - e. That the granting of the variance will not deter the identification and wayfinding for the building and site without a negative impact on the aesthetic quality of the site and architecture.
 - f. There is something unique about the building or site configuration that would cause the signage permitted by this Chapter to be ineffective in identifying a use or structure that would otherwise be entitled to a sign. That the granting of the variance will not detract from the safety of pedestrians or motorists on the site which is located or on the adjacent right-of-way.
 - g. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- (5) Prior to review by the City Commission, all sign variances shall be reviewed by the Community Appearance Board (CAB) regarding the impact of the requested variance on the design of the sign and community aesthetics pursuant to Chapter 78 of the Land Development Code. The CAB shall make a recommendation to the City Commission of approval, approval with conditions, or denial of the requested Sign variance.
- (6) In granting a variance, the City Commission may attach such conditions regarding the location, character, and other features of the proposed Sign as it may deem necessary to carry out the spirit, purpose, and provisions of this Code.
- (e) Administrative interpretation. Any person who claims that the provisions of this section are unenforceable for any reason, or unreasonably restrict free expression, may appeal to the city commission for an interpretation of this section as relates the specific concern of that person. The department shall provide appeal forms upon request. The city commission shall hear such appeal within 45 days of its filing and shall (within three calendar days thereafter) issue a ruling based upon the language of the Code in light of prevailing law as to First Amendment rights to free speech so as to assure that this section is applied in a manner consistent with those rights. In the event of an appeal that is not finally determined within the time frames set forth herein or in the event of an adverse decision by the city commission, such person may pursue an appeal of the same to the

circuit court by way of a petition for writ of certiorari or such other remedy available at law or equity.

- (f) The director of planning and development services shall allow any sign permitted under this section to change its lettering, in whole or in part, to a noncommercial message as often as is desired by the person in control of the sign. No community appearance review of said change shall be required providing the font, style, color scheme, and design characteristics of the sign are not changed.

Sec. 102-16. - Severability.

- (a) Generally. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter.
- (b) Severability where less speech results. Without diminishing or limiting in any way the declaration of severability set forth above in section 102-16(a), or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.
- (c) Severability of provisions pertaining to prohibited signs. Without diminishing or limiting in any way the declaration of severability set forth above in section 102-16(a), or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under section 102-7 of this chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 102-7 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 102-7.
- (d) Severability of prohibition on billboards. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.

Section 6. All Sections or parts of Sections of the City Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 7. 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 8. 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 9. 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

EXHIBIT “A”

Chapter 102—SIGN CODE

Sec. 102-1. Purpose, intent and scope.

- (a) *Purpose.* It is the purpose of this chapter to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this chapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. In order to preserve and enhance the city as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the city is a highly contributive means by which to achieve this desired end. These sign regulations have been prepared with the intent of enhancing the visual environment of the city and promoting its continued well-being.
- (b) *Intent.* The sign regulations in this chapter are intended to:
- (1) Encourage the effective use of signs as a means of communication in the City;
 - (2) Maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth;
 - (3) Ensure pedestrian and traffic safety;
 - (4) Minimize the possible adverse effect of signs on nearby public and private property;
 - (5) Foster the integration of signage with architectural and landscape designs;
 - (6) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height and excessive size (area) of signs which compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding;
 - (7) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (8) Encourage and allow signs that are appropriate to the zoning district in which they are located consistent with and serve the needs of the land uses, activities and functions to which they pertain;
 - (9) Curtail the size and number of signs to the minimum reasonably necessary to identify a residential or business location and the nature of any such use, and to allow smooth navigation to these locations;
 - (10) Establish dimensional limits and placement criteria for signs that are legible and proportional to the size of the lot and building on which the sign is to be placed or to which it pertains;
 - (11) Regulate signs so that they are effective in performing the function of identifying, indexing and safely directing pedestrian and vehicular traffic to a destination;
 - (12) Preclude signs from conflicting with the principal permitted use of the lot and adjoining lots;
 - (13) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;

- (14) ~~Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;~~
- (15) ~~Preserve, conserve, protect and enhance the aesthetic quality and scenic beauty of all zoning districts of the city;~~
- (16) ~~Allow for traffic control devices without city regulation consistent with national standards because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;~~
- (17) ~~Protect property values by precluding to the maximum extent possible signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness or movement;~~
- (18) ~~Protect property values by ensuring that the size, number and appearance of signs, are in harmony with buildings, neighborhoods, structures and conforming signs in the area;~~
- (19) ~~Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city and that complements the natural surroundings in recognition of this city's reliance on its natural surroundings and beautification efforts as a source of economic advantage for its resort community, as well as for its major office and industrial parks;~~
- (20) ~~Streamline the approval process and encourage creative and aesthetic standards for signage with all large scaled developments by requiring master signage plans;~~
- (21) ~~Enable the fair and consistent enforcement of these sign regulations;~~
- (22) ~~Not regulate signs more than necessary to accomplish the compelling and substantial governmental objectives described herein.~~

(c) ~~Scope.~~

- (1) ~~The provisions of this chapter shall govern the number, size, location and other similar aspects of signs and sign structures which may be permitted either as a main or accessory use under the terms of this chapter. No signs shall be permitted on a lot or parcel either as a main or accessory use except in accordance with the provisions of this chapter.~~
- (2) ~~This chapter does not regulate signs on government property, including but not limited to, signs on property owned by the City of Deerfield Beach, Broward County or the State of Florida, and this chapter does not regulate traffic control devices.~~
- (3) ~~No provision of this chapter shall be intended to regulate the posting on private property of official signs and notices required by law, such as notices of zoning, etc.~~
- (4) ~~In the event of any conflict between this chapter and any declaration of covenants, bylaws, or other restrictions applying to any property within the city, the language affording the more restrictive interpretation shall apply.~~
- (5) ~~The city specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the city to further these interests.~~

- (6) ~~Nothing in the city's sign code shall be construed or deemed to prevent the city from entering into a sign relocation and reconstruction agreement with a sign owner in accordance with F.S. § 70.20, provided that the relocation and reconstruction agreement provides for the reduction of the amount of signs and is approved by the city commission. Notwithstanding anything in the city Code to the contrary, sign relocation or reconstruction pursuant to an approved sign relocation and reconstruction agreement shall not require an amendment to the city Code or the approval of any variance. The city may adopt a sign relocation program by resolution to provide guidelines for sign relocation and reconstruction agreements.~~
- (d) ~~*Impact of sign clutter.* Excessive signage and sign clutter impairs the legibility of the environment, and undermines the effectiveness of governmental signs, traffic control devices and other required signs (such as nameplate sign, noncommercial onsite directional sign, identification sign, onsite or on premise wayfinding sign, and warning sign) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes. The intent of these sign regulations is to enhance the visual environment of the city, ensure that city residents and visitors can safely navigate through the city to their intended destinations, and promote the continued well-being of the city. It is therefore the purpose of this article to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the city through reasonable, consistent and non-discriminatory standards for the posting, displaying, erection, use, and maintenance of signs that are no more restrictive than necessary to achieve these governmental interests.~~
- (e) ~~*Case law.* In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this article are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the City's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:~~
- ~~(1) *Reed v. Town of Gilbert, Ariz.*, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic on noncommercial temporary signs;~~
 - ~~(2) *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of commercial signs and off premise signs;~~
 - ~~(3) *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;~~
 - ~~(4) *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;~~
 - ~~(5) *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;~~
 - ~~(6) *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of regulation of commercial speech; and~~
 - ~~(7) *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property.~~

Sec. 102-2. Applicability and effect.

- (a) ~~A sign may be erected, placed, established, painted, created or maintained in the city only in conformance with the standards, procedures, exemptions and other requirements of this chapter.~~

~~(b) The effect of this chapter is more specifically set forth herein:~~

- ~~(1) To establish a permit system for signs in community facilities, open space, institutional, commercial, industrial, and residential zones and areas of special interest, subject to the standards and the permit procedures of this chapter;~~
- ~~(2) To provide for certain exemptions from permitting;~~
- ~~(3) To expressly prohibit certain signs;~~
- ~~(4) To provide sign code regulations applicable to all properties within the City Limits including all annexed properties from Broward County into the City of Deerfield Beach; and~~
- ~~(5) To provide for the enforcement and maintenance of the provisions of this chapter.~~

Sec. 102-3. Definitions.

~~Abandoned or discontinued sign or sign structure. A sign or sign structure is considered abandoned or discontinued when its owner fails to operate or maintain a sign for a period of six months or longer. The following conditions shall be considered as the failure to operate or maintain a sign: (1) a sign displaying advertising for a product or service which is no longer available or displaying advertising for a business which is no longer licensed, or (2) a sign which is blank.~~

~~Address sign. A building sign having the letters and street name of the premises on which it is attached.~~

~~Advertising. Sign copy intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.~~

~~Animated sign. A sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including signs set in motion by movement of the atmosphere, or made up of a series of sections that turn.~~

~~Banner. Any sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, balloons, or fabric of any kind. The word "banner" shall also include pennant or any animated, rotating and/or fluttering device, with or without lettering for design, and manufactured and placed for the purpose of attracting attention. National flags, state or municipal flags or the official flag of any institution or business shall not be considered banners.~~

~~Beacon. A stationary or revolving light which flashes or projects illumination, single color or multi-colored, in any manner which is intended to attract or divert attention; except, however, this term is not intended to include any kind of lighting device which is required or necessary under the safety regulations described by the Federal Aviation Administration or similar agencies.~~

~~Bench sign. An off-premises sign placed on a seating bench for the purpose of advertising.~~

~~Billboard. A structure, including signs located in the public right-of-way, utilized for advertising an establishment, activity, product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign is located.~~

~~Building sign. A sign whose entire portion is displayed upon or attached to any part of the exterior of a building, including walls, parapets and marquees. A building sign shall include a cabinet or box sign, an under-canopy sign, and a nameplate identification sign, but does not include a window sign.~~

~~*Building official.* An agent of the City of Deerfield Beach authorized to permit, inspect, approve or deny construction within the city.~~

~~*Cabinet or box sign.* Any sign, the face of which is enclosed, bordered or contained within a box-like structure.~~

~~*Canopy sign.* Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.~~

~~*Changeable copy sign.* A sign on which the message copy is changed either manually, electronically, or by any other method through the utilization of attachable letters, numbers, or symbols, and other similar characters, or internal rotating or moveable parts which change the visual message.~~

~~*Commercial message.* Any sign wording, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, service, sale or sales event or other commercial activity.~~

~~*Construction sign.* An on-premises temporary commercial message sign that functions to identify those entities engaged in construction of a building site.~~

~~*Copy.* The linguistic or graphic content of a sign.~~

~~*Designer sign.* A building or freestanding sign that exhibits unique, dimensional, creative and innovative methods of design, lighting, materials of construction that are above the typical sign industry standards.~~

~~*Directory sign.* A sign listing only the names and/or use, or location of more than one business, activity or professional office conducted within a building, group of buildings or commercial center.~~

~~*Double faced sign.* Means a sign with two faces, which are parallel to each other, back to back with the same copy. A double-faced sign is not sandwich board sign.~~

~~*Flag.* Any fabric, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of government, political subdivision, or other entity.~~

~~*Flashing sign.* A sign which permits lights to be turned on or off intermittently more frequently than once per minute.~~

~~*Freestanding sign.* A sign supported by a sign structure secured to the ground and which is wholly independent of any building, fence, vehicle or object other than the sign structure for support.~~

~~*Freestanding monument sign.* A freestanding sign whose ratio of width of sign to width of support is less than 3 to 1.~~

~~*Freestanding pole sign.* A freestanding sign where the ratio of width of sign to width of support is greater than 3 to 1.~~

~~*Frontage wall face.* The building façade, fascia, soffit, mansard and roof, which faces a frontage of the premises.~~

~~*Frontage.* The distance along the property line which abuts the public right-of-way line.~~

~~*Height of sign.* The height shall be measured from the existing average finished grade level of the premises where the sign is located.~~

~~*Human commercial signs.* A person wearing a costume or holding a sign or other display while outside for the purpose of advertising or promoting a business, product or service.~~

~~*Identification and informational sign.* Any sign of an identification or informational nature bearing no advertising.~~

~~*Illuminated sign.* Any sign having characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes designed for that purpose, whether or not said lights or tubes are physically attached to the sign.~~

~~*Illumination, external.* A light source which illuminates the sign area located separate from the sign.~~

~~*Illumination, internal.* A light source concealed or contained within the sign which becomes visible by shining through a translucent surface.~~

~~*Logo.* A graphic representation, letter, character, symbol, trademark, design or crest or combinations thereof used to identify a business or organization.~~

~~*Lot.* Lot means a parcel of land fronting on a street which is or may be occupied by a building and its accessory buildings or structures, including the open spaces required under this article, and which parcel of land is a matter of record in Broward County, Florida.~~

~~*Master signage plan.* A self-imposed (by the developer) set of aesthetic and creative standards for all the components of signage within the project which must be submitted to the city for approval prior to adoption.~~

~~*Marquee.* Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.~~

~~*Marquee sign.* Any sign attached to, in any manner, or made a part of a marquee.~~

~~*Multi-tenant center.* Any shopping center, office center or business center in which two or more occupancies abut each other, share common parking facilities and drives, have individual entries from the main thoroughfare or internal drive aisles, or have individually demised areas.~~

~~*Nameplate sign.* A flat, thin piece of material inscribed with the name, and/or profession or address of a person or persons residing on the premises or legally occupying the premises.~~

~~*Neon sign.* Any sign formed by luminous or gaseous tubes in any configuration.~~

~~*Noncommercial on-site directional sign.* An on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message, e.g., "entrance," "exit," "caution," "no parking," "one way only," "no trespassing," and the like.~~

~~*Noncommercial message.* A noncommercial message is any message which is not a commercial message.~~

~~*Nonconforming sign.* Any sign that does not conform to the provisions of this chapter.~~

~~*Occupancy.* Any one business, activity or professional office.~~

~~*On-premises directional or informational sign.* A non-commercial message sign which conveys wayfinding or directional information located on a lot or parcel designed to direct the public to any facility or service located on the premises of said lot or parcel or to direct and control traffic thereon, and which does not contain any advertising copy, logos or graphic display symbols.~~

Off-premises sign. A sign which advertises merchandise, services, activities, or entertainment that is not sold, produced, manufactured, or furnished on the premises where the sign is located.

Panel. The primary surface of a sign upon which the message of the sign is carried.

Parapet. A vertical false front or wall extension above the roof line.

Parcel. Parcel means a tract of land which may be described by metes and bounds or plat. (See "lot".)

Perimeter wall sign. Any sign mounted on a perimeter wall, which is not a component defining an enclosed building area.

Permanent sign. Any sign which, when installed, is intended for permanent use. For the purposes of this chapter, any sign with an intended use in excess of six months from the date of installation shall be deemed a permanent sign.

Portable sign. Any mobile or portable sign or sign structure that is not permanently attached to the ground or to any other structure. This definition shall include, but not be limited to, trailer signs, A-frame signs, sandwich signs and vehicles whose primary purpose is advertising.

Projecting sign. Any sign which is affixed to any building wall or structure and extends more than 12 inches horizontally from the plane of the building wall.

Real estate sign. A temporary sign erected by the owner, or his agent, indicating property, which is for rent, sale or lease.

Relocation and reconstruction agreement. A consensual, contractual agreement between a sign owner and the city for either the reconstruction of an existing sign or the removal of a sign and construction of a new sign to substitute for the sign removed.

Revolving or rotating sign. A sign that revolves or rotates.

Roof line. Highest continuous horizontal line of a roof. On a sloping roof, the roof line is the principal ridge line, or the highest line common to one or more principal slopes of the roof. On a flat roof, the roof line is the highest continuous line of the roof or parapet, whichever is higher.

Roof sign. A sign erected over or on the roof, or extending above the roof line, which is dependent upon the roof, parapet or upper walls of any building, or portion thereof, for support.

Sandwich board sign. Any self-supporting A-shaped freestanding sign with only two visible sides.

Shopping center. Five or more commercial establishments, planned, developed, owned and managed as an integral unit, with off street parking provided on the property, and having individual entries with individually demised areas.

Sign. The term "sign" shall mean and include every device, frame, letter, figure, character, mark, plane, point, design, picture, logo, stroke, stripe, trademark, or reading matter, which is used or intended to be used to attract attention or convey information when the same is placed out of doors in view of the general public; in addition, any of the above which is not placed out of doors, but which is illuminated with artificial or reflected light. Also, the above, when within two feet of the inside surface of a window in such a way as to be in view of the general public and used or intended to be used to attract attention or convey information. This term shall not be interpreted to include traffic control device signs.

Sign, area of. The square foot area enclosed by the perimeter of the sign face. With respect to signs which are composed of individual symbols, letters, figures, illustrations, messages, forms or panels, "sign area" is the sum of the individual areas of the smallest contiguous rectangle, capable of containing such symbol(s), letter(s), illustration(s), message(s), forms(s) or panels.

Sign face. The part of the sign that is or can be used to identify, advertise, communicate information or for visual representation, which attracts the attention of the public for any purpose. "Sign face" includes any background material, panel, trim, color and direct or self illumination used that differentiates the sign from the building, structure, backdrop surface or object upon which or against which it is placed. The sign structure shall not be included as a portion of the sign face provided that no message, symbol or any of the aforementioned sign face criteria are displayed on or designed as part of the sign structure.

Sign structure. Any structure which supports, has supported or is capable of supporting a sign, including decorative cover.

Snipe sign. Shall mean a sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, telephone poles, utility poles, stakes, fences, or other objects where such sign may or may not apply to the premises. This definition includes cardboard signs on sticks.

Special event. A special event that has been permitted in accordance with Chapter 2, Article XI of the City of Deerfield Beach Code of Ordinances.

Tagline. An often repeated phrase associated with an individual, organization, or commercial product; a slogan.

Temporary sign. Any sign intended for a use not permanent in nature. For the purposes of this chapter, sign with an intended use of twelve months or less shall be deemed a temporary sign.

Towing sign. A sign posted on private property in accordance with the provisions of Section 715.07, F.S. for the purpose of informing users that unauthorized vehicles will be towed away.

Traffic control device sign or traffic control device. Any sign located within the right of way and that is used as a traffic control device and described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administrator as the National Standard. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information). These devices are not regulated as signs under this chapter.

Vehicle sign or signs. A sign affixed to or painted on a transportation vehicle including, but not limited to automobiles, trucks, boats, trailers, and recreational vehicles for the purpose of identification or advertisement, whether stationary or in motion, if the primary purpose of the vehicle sign is to call attention to a business establishment, production or event.

Visibility triangle or vision triangle. A triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 30 feet in length from the intersection along the abutting right of way lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the right of way line and along the driveway line to form a triangle.

Wall sign. A sign installed or erected parallel to the facade of any building upon which it is attached and designed to be in proportion to the architectural facade or wall upon which it is fastened and not projecting or extending above the buildings' roof or parapet line (flat sign).

Window area. The window area of a storefront shall be the total square footage of all glass areas of a storefront. This would include all areas of glass windows, doors, side lights and transoms, fixed or operable, located on the elevation of the building or storefront on which the front door or primary entrance to the establishment is located.

Window open/closed sign. A small sign, either illuminated or non-illuminated announcing a place of business is open or closed for business, usually hung in storefront windows.

Window sign. A sign located on a window or within two feet inside a building or other enclosed structure, which is visible from the exterior through a window or other opening intended to attract the attention of the general public.

Window sign area. The entire area within a contiguous perimeter, enclosing each word, picture, logo, logotype, symbol, banding or graphic.

Wind sign. A sign, which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind. This shall include but not be limited to banners, flags, pennants, ribbons, spinners, streamers or captive balloons.

Sec. 102-4. General.

- (a) ~~Substitution of noncommercial speech for commercial speech.~~ Notwithstanding anything contained herein to the contrary, any sign erected pursuant to the provisions of this Code may, at the option of the owner, contain either a noncommercial message unrelated to the business located on the premises where the sign is erected or a commercial message. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the size, design criteria, setbacks, etc. contained in this chapter have been satisfied.
- (b) ~~Content neutrality as to sign message.~~ Notwithstanding anything to the contrary contained in this chapter, no sign or sign structure shall be subject to any limitation based solely upon the content of the message contained on such sign or displayed on such sign structure.

Sec. 102-5. Permits.

Generally, signs are classified as either (i) "prohibited signs" that cannot be erected or displayed in the city, or (ii) "allowed signs" that can be erected and displayed in the city subject to certain conditions or limitations, including content neutral conditions or limitations that apply to the number, size, height, setback, or function of signs. Some allowed signs do not require any type of permit, while other allowed signs require one or both of the following permits: (a) a sign permit to demonstrate that the sign meets the city's land development regulations, and/or (b) a building permit when the sign is of a type of construction that requires a building permit under the statewide Florida Building Code. The following provisions describe those permit requirements as applicable to signs and sign structures in the city.

- (a) ~~Building permits.~~ Except as provided herein, it shall be unlawful for any person or business or the person in charge of the business to erect, construct, alter, or maintain an outdoor advertising display sign, as defined in the Florida Building Code, without first obtaining a

~~building permit from the city in accordance with provisions of the Florida Building Code. Fees shall be paid in accordance with city fee schedules.~~

~~(b) *Sign permits.* In addition, a sign permit application shall be filed with the planning and development services department in accordance with section 102-15 and, where applicable, a community appearance board application shall be filed with the community appearance board and shall be processed in accordance with the applicable requirements of this Code. Appeals shall be handled in accordance with section 102-15 of this chapter.~~

~~(c) *Signs exempt from sign permits.* It shall not be necessary to obtain a sign permit described in section 102-5(b), above, for the following signs, however compliance with all applicable provisions and regulations in this Code must be met:~~

~~(1) Traffic control device signs.~~

~~(2) Address signs, less than 12 inches in height.~~

~~(3) Temporary signs.~~

~~(4) Bench signs.~~

~~(5) Towing signs where required to tow vehicles under Florida Law (715.07, F.S.) or no trespassing signs as permitted by Florida Law (810.011, F.S.).~~

~~(6) Vehicle signs.~~

~~(7) Warning and safety signs.~~

~~(8) All window signs.~~

~~(d) *Inspections.* The following inspections by the building official or designee shall be required before permits are final:~~

~~(1) On freestanding signs, an inspection is required prior to the pouring of concrete, the enclosure or framing of any assembled structure;~~

~~(2) Rough and final electrical inspections on all signs requiring an electrical permit;~~

~~(3) On certain signs that are inaccessible for inspection because of height or location, the building official may require either a shop inspection, special access or an on-site inspection of the sign prior to the installation of such sign. Such conditions shall be so stated on the permit when it is issued;~~

~~(4) Final inspection on all signs that require a permit for:~~

~~a. Compliance to construction specifications;~~

~~b. Conformity to setbacks, design, color, height and materials as approved.~~

~~(e) The time periods for review of permit applications and the appeal procedures governing denials or the failure to act upon sign permit applications are addressed in section 102-15.~~

~~Sec. 102-6. Submission requirements for all sign permits.~~

~~(a) *Sign permit application.* Sign permits required by this chapter shall be filed with the building division and shall contain two sets of the following information:~~

~~(1) Drawings. The drawings shall include the following:~~

~~a. Dimensions, lettering style, material, mounting details, and illumination details.~~

- b. ~~Color rendering and color samples for all applications.~~
 - c. ~~Photos of signs on abutting and subject properties.~~
- (2) ~~For free-standing monument signs, submit a copy of a survey/plot plan that shows all existing buildings and all existing free-standing monument signs on the property. Show the setbacks from the property line abutting the public right-of-way to the proposed sign and show the dimensions between any existing monument sign.~~
 - (3) ~~Landscape plan for freestanding signs. In all instances, the sign location shall be coordinated with the landscape design to avoid present and future tree/sign conflicts.~~
 - (4) ~~For building signs, submit elevations for all building signs illustrating dimensioned location. Show height, length and width of the sign structure, sign background and sign copy.~~
 - (5) ~~Written permission to erect proposed sign from owner and/or owners of property on which said sign is to be erected.~~
 - (6) ~~Community appearance board (CAB) application. See section 78-7 of the Land Development Code for the community appearance board sign design criteria. The following signs shall submit a CAB Application for review, all other signs are exempt from CAB review or as determined by the director:~~
 - a. ~~Signs that are requesting variances.~~
 - b. ~~Commercial signs that have tag lines.~~
 - c. ~~Signs that have phone numbers and/or websites.~~
 - d. ~~Designer signs.~~
- (b) ~~Sign permit review. Individual signs which are determined by planning and development services department to be consistent with a master signage plan or with the standards and criteria of this chapter may be approved by the department without review by the community appearance board. All applications for sign permits shall be submitted to the Building Division. The Planning and Development Services shall consider the following criteria and standards in its review and approval of signs:~~
- (1) ~~That the signage for the project is in keeping with the overall architecture and character of the building development, etc.;~~
 - (2) ~~That the signage for the project is designed to meet the directional needs of the project for communication, identification, way finding, regulatory and informational messages in keeping with the overall architectural theme of the development or project;~~
 - (3) ~~That the signage proposed is legible and conspicuous;~~
 - (4) ~~That the visibility and impact of the type of signs, number of signs, design, size, method of construction, illumination and location of the proposed signs do not adversely impact adjoining properties;~~
 - (5) ~~That the sign location is coordinated with the landscape design to avoid present and future tree/sign conflicts;~~
 - (6) ~~That the proposed signage is consistent and not in conflict with the intent of this Chapter.~~
- (c) ~~Master signage plan.~~

~~(1) Master signage plan requirements.~~ No permit shall be issued for an individual sign requiring a permit in a commercial or industrial multiple occupancy complex or multi-tenant center unless and until a master signage plan has been submitted by the property owner and approved as being in conformance with this section. The purpose of the master signage plan is to encourage and promote re-development and new construction diversity and creativity for signage within all large scaled developments. Additionally, the intent is to encourage improvements in existing signage and to set higher and more creative and aesthetic standards. A master signage plan shall be required for the following type of projects:

- ~~a. Mixed use developments.~~
- ~~b. Residential subdivisions and multi-family developments.~~
- ~~c. Commercial or industrial multi-tenant centers.~~

~~(2) Master signage plan application.~~ A master signage plan application shall contain the following information:

~~a. Design criteria which shall include the following:~~

- ~~1. Sign location;~~
- ~~2. Number of signs;~~
- ~~3. Sign height (sign structure and sign text);~~
- ~~4. Sign structure area;~~
- ~~5. Sign face area;~~
- ~~6. Sign type;~~
- ~~7. Font type;~~
- ~~8. Colors: Face, return, trim cap, frame;~~
- ~~9. Sign material;~~
- ~~10. Method of illumination;~~
- ~~11. Illumination color; and~~
- ~~12. Mounting details.~~

~~b. Three sets of drawings shall be provided and include the following:~~

- ~~1. Color rendering and color samples for all signs.~~
- ~~2. For building signs, submit elevations for all building signs illustrating dimensioned location. Show height, length and width of the sign structure, sign background and sign copy.~~
- ~~3. For free-standing monument signs, submit a copy of a survey/plot plan that shows all existing buildings and all existing free-standing monument signs on the property. Show the setbacks from the property line abutting the public right-of-way to the proposed sign and show the dimensions between any existing monument sign.~~
- ~~4. Landscape plan for freestanding signs. In all instances, the sign location shall be coordinated with the landscape design to avoid present and future tree/sign conflicts.~~

- ~~(3) Master signage plan review.~~ The master signage plan will be reviewed by planning and development services and the community appearance board. If a master signage plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, within one year, all signs not conforming to the proposed amended plan.
- ~~(4) Modifications to a master signage plan.~~
- a. ~~A plan which is revised or modified to come into conformity with this section shall be reviewed and approved subject to the community appearance board review.~~
 - b. ~~A property that is submitting a master sign plan because it did not previously have a sign program or is changing the program in a manner to bring an existing sign plan into compliance with this section shall be subject to the community appearance board process.~~
- ~~(5) After approval of a master signage plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this chapter. In case of any conflict between the provisions of such a plan and any other provision of this chapter, the chapter shall control.~~
- ~~(6) Designer signs and registered trademarks that deviate from the criteria set forth in the master signage plan will be considered upon review.~~
- a. ~~Designer sign criteria.~~ A designer sign must exhibit multiple characteristics identified below in order to be considered designer signage:
 - 1. ~~Design.~~ Must be dimensional and enhance the architecture of the establishment or development that it identifies, and coordinates with, or builds upon, the landscape architecture where placed;
 - 2. ~~Materials.~~ Must be combined to exceed industry standard quality such as natural stone, stainless steel or glass;
 - 3. ~~Typefaces, colors and lighting.~~ Must be contributing elements to the overall design of the sign;
 - 4. ~~Design and arrangement.~~ Shall be integrated as part of an overall design of the landscape, building or site, as applicable.

~~Sec. 102-7. Certain sign or sign structures prohibited.~~

~~From and after the effective date of this chapter it shall be unlawful for any person or business, or the person in charge of the business, to (i) erect, attach or place, or (ii) cause to be erected, attached or placed, or (iii) permit or suffer to be erected, attached or placed, or (iv) permit or suffer to continue to be as erected, attached, or placed (except as to certain nonconforming signs within the limitations and for the time periods set forth herein) within the City of Deerfield Beach any of the following:~~

- ~~(1) Abandoned or discontinued signs.~~
- ~~(2) Animated signs.~~
- ~~(3) Banners, as defined in section 102-3.~~
- ~~(4) Beacons.~~
- ~~(5) Billboards.~~

- ~~(6) Bench signs (except for those limited locations and subject to those specific conditions as set forth in section 102-8(f)(1)).~~
- ~~(7) Changeable copy signs (except where specified in section 102-8(f)(2)).~~
- ~~(8) Freestanding pole signs (except towing signs where required to tow vehicles under Florida Law (715.07, F.S.) and no trespassing signs as permitted by Florida Law (810.011, F.S.) and temporary freestanding pole signs).~~
- ~~(9) Off premises advertising signs (except as may be specifically allowed herein).~~
- ~~(10) Neon and LED signs (except for those in compliance with the specific conditions for window signs as set forth in section 102-8(c)(3)).~~
- ~~(11) Portable signs (Two post A-frame sandwich board signs are not included in the definition of portable signs.).~~
- ~~(12) Projecting signs, fixed or swinging (except as specifically allowed by the community appearance board).~~
- ~~(13) Roof signs.~~
- ~~(14) Snipe signs.~~
- ~~(15) Wind and feather flag signs.~~
- ~~(16) Reserved.~~
- ~~(17) Any sign which constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, content, coloring, or method of illumination, or by obstructing the vision of drivers, or by obstructing or detracting from the visibility of an official traffic control device, which diverts or tends to divert the attention of drivers of motor vehicles from traffic movements on streets, roads, intersections, or access facilities. No sign shall be erected so that it obstructs the vision of pedestrians. No sign shall use the words "stop," "slow," "danger," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse traffic.~~
- ~~(18) Any commercial for sale sign indicating the sale of a vehicle, trailer or boat unless said sign is at a location specifically authorized to sell such vehicle, trailer or boat and has a duly issued business tax receipt from the city for such sale.~~
- ~~(19) There shall be exempted from the prohibited provisions of this chapter those signs that are authorized by the City of Deerfield Beach at the time of the effective date of this chapter, but which become nonconforming signs due to any of the provisions of this chapter, but said exemptions shall apply only during the period set out in section 102-13 within which they must be brought into compliance with all of the provisions of this chapter or removed.~~
- ~~(20) Any freestanding sign in excess of 80 square feet for the sign structure or 40 square feet sign face within the sign structure, other than a traffic control device sign.~~
- ~~(21) Any freestanding sign structure in excess of ten feet in height, other than a traffic control device sign.~~
- ~~(22) Any sign that is attached to a building or structure where any portion of the sign exceeds the height of the building or structure.~~
- ~~(23) Vehicle sign or signs with a total sign area on any vehicle in excess of ten square feet, when the vehicle:~~

- a. ~~Is parked for more than 60 consecutive minutes within 100 feet of any street right-of-way; and~~
 - b. ~~Is visible from the street right-of-way that the vehicle is within 100 feet of; and~~
 - c. ~~Is not regularly "used in the conduct of the business advertised" on the vehicle. A vehicle used primarily for advertising, or for the purpose of advertising, or for the purpose of providing transportation for owners or employees of the occupancy advertised on the vehicle, shall not be considered a vehicle used in the conduct of business.~~
- (24) ~~Any permanent or temporary sign located on public property or public rights-of-way except for signs installed or authorized in writing by a governmental entity.~~
 - (25) ~~Cabinet signs.~~
 - (26) ~~Flashing signs.~~
 - (27) ~~Sight visibility. No sign over three feet in height shall be placed in that area defined as a vision triangle at street or driveway intersections.~~
 - (28) ~~Revolving and rotating signs.~~
 - (29) ~~Any sign prohibited by state or federal law.~~
 - (30) ~~Human commercial signs.~~
 - (31) ~~Four post A-frame signs.~~

Sec. 102-8. Signs allowed.

- (a) ~~The following signs are allowed in single-family dwelling districts and in single-family and two-family uses within multifamily residential districts:~~
 - (1) ~~One name-plate sign situated on the premises not to exceed two square feet.~~
 - (2) ~~Street address numbers on the front of a private dwelling with a minimum height of three inches and a maximum height of ten inches.~~
 - (3) ~~Temporary signs are allowed subject to the regulations set forth in Section 102-10.~~
 - (4) ~~Permanent commercial message signs are not allowed in single-family dwelling districts and on single-family and two-family lots within multifamily residential districts.~~
- (b) ~~The following signs are allowed in multiple-family residential, RV districts and mobile home park districts:~~
 - (1) ~~One principal main-use sign as follows: One building sign or one perimeter wall sign.~~
 - a. ~~Building signs.~~
 - 1. ~~The total sign area shall be computed by allowing one square foot for each linear foot of building or tenancy frontage. No sign shall be required to be smaller than 32 square feet nor exceed 100 square feet. The sign must be centered both vertically and horizontally on the sign band;~~
 - 2. ~~For text height, the background shall be considered in determining the size of the sign as well as the heights of allowable text. Signs may utilize no more than 75 percent of the vertical height of the background, where the sign is located, and no more than 75 percent of the width of any background space on which the sign is located;~~

- ~~3. Building signs may contain no more than two lines of text;~~
 - ~~4. All building signs shall meet the location requirements in section 102-9;~~
 - ~~5. No sign visible to any adjacent residential property shall be illuminated;~~
 - ~~6. Light source shall be limited to white; and the illumination shall be limited to internal, indirect, or spotlight;~~
 - ~~7. The sign must be centered both vertically and horizontally on the sign band unless an architectural feature of the building prohibits the centering of the sign.~~
- ~~b. Perimeter wall sign.~~
- ~~1. The total sign area shall not exceed 32 square feet.~~
 - ~~2. The sign must conform to all other Code requirements as contained in section 102-8 (b) (1) a. for building signs.~~
- (2) One additional main use sign as follows: One additional externally illuminated freestanding monument sign provided: (1) the lot has more than 100 feet of street frontage, and (2) the principal main use sign is not a perimeter wall sign. Such freestanding monument sign shall meet the size and setback requirements in section 102-9. In all instances, no freestanding sign shall be closer than 100 feet to any other freestanding sign and the light source shall be limited to white.
- (3) On parcels containing approved accessory uses, other than the principal main use, one additional building sign, shall be allowed. The second building sign may be no larger than 75 percent of the height of the primary building sign and is designed to be in proportion to the architectural facade or wall upon which it is attached. The sign must conform to all other Code requirements as contained in section 102-8(b)(1)(a) for building signs.
- (4) Temporary signs are allowed subject to the regulations set forth in section 102-10.
- ~~(c) The following signs are allowed in the business, commercial, residential office, Dixie business/residential, transit-oriented development, community facilities and industrial zoning districts.~~
- (1) Freestanding monument signs or multi-tenant freestanding monument sign. Except as provided below, one freestanding or multi-tenant freestanding monument sign is allowed on parcels or out-parcels having at least 100 feet of street frontage. A freestanding monument sign is subject to the following limitations:
- ~~a. In no instance shall any freestanding sign be closer than 100 feet to any other freestanding sign;~~
 - ~~b. No freestanding sign shall exceed ten feet in height measured from the existing average finished grade level of the premises where the sign is located;~~
 - ~~c. All freestanding signs shall meet the setback requirements in section 102-9;~~
 - ~~d. When applicable, the sign shall match the architectural design and the color of the base of the sign shall match the color of the building;~~
 - ~~e. For parcels or out-parcels with more than 700 feet of frontage or multiple frontages, there may be an additional freestanding monument sign or multi-tenant monument sign as follows:~~

1. ~~Corner parcels having more than 100 feet of frontage on each street may have two freestanding monument signs, one for each frontage, provided they are no closer than 100 feet, as measured along the frontage, or one sign calculated by combining the distance of both frontages. The sign must conform to all other Code requirements as contained in section 102-8(c)(1) for freestanding signs.~~
 2. ~~Parallel (opposite) parcels with more than two street frontages are permitted two freestanding monument signs provided that the frontage on which the sign is placed is over 100 feet and the second monument sign is not located within 100 feet of another freestanding sign, measured along the frontage line. The sign must conform to all other Code requirements as contained in section 102-8(c)(1) for freestanding signs.~~
 3. ~~Properties with frontage in excess of 700 feet may have one additional freestanding monument sign with placement of the second sign no closer than 100 feet to the first. The sign must conform to all other Code requirements as contained in section 102-8(c)(1) for freestanding signs.~~
- f. ~~Multi-tenant freestanding commercial message signs. A freestanding multi-tenant commercial message sign is subject to the additional following limitations:~~
1. ~~The sign may display up to six identification panels on the sign;~~
 2. ~~The sign shall be designed in such a manner that all text is in the same type font and same color;~~
 3. ~~The numeric address shall be displayed as part of the sign in text no smaller than four (4) inches capital letter height;~~
 4. ~~Text shall not exceed six (6) inches in height, but be no less than four (4) inches in overall capital letter height;~~
 5. ~~The sign must conform to all other Code requirements as contained in section 102-8(c)(1) for freestanding signs.~~
 6. ~~The property owner, or designee shall be solely responsible for determining which tenant names are on the sign and assuring that the maintenance of the sign face and sign itself are maintained as described under section 102-14.~~

~~(2) Building signs.~~

- a. ~~The maximum number of signs for each building, or individually demised tenancy shall be one per street frontage. The building signs shall consist of one (1) wall, one (1) canopy, or one (1) awning identification sign. If the applicant chooses an awning sign, the lettering and numbering shall be either silk-screened or other such permanent application.~~
1. ~~The total sign area shall be computed by allowing one square foot for each linear foot of building or tenancy frontage. No sign shall be required to be smaller than 32 square feet nor exceed 100 square feet. For the purposes of calculation, maximum building signage for gasoline and/or service stations having a canopy (or convenience stores selling gasoline) shall be determined by the building frontage, not the canopy.~~

2. ~~For sign text height, the background shall be considered in determining the size of the sign as well as the heights of allowable text. Signs may utilize no more than 75 percent of the vertical height of the background, where the sign is located, and no more than 75 percent of the width of any background space on which the sign is located, or for retail tenant space no more than 75 percent of the area between the tenant's demising partitions for multiple tenant buildings;~~
 3. ~~Building signs may contain no more than two lines of text;~~
 4. ~~All building signs shall meet the location requirements in section 102-9;~~
 5. ~~The sign must be centered both vertically and horizontally on the sign band unless an architectural feature of the building prohibits the centering of the sign.~~
- b. ~~Additional building sign. If the applicant chooses a wall sign, one additional wall sign is permitted for the following criteria:~~
1. ~~If a freestanding structure is occupied by two independent businesses having separate business tax receipts. In the event that more than two corporations share the same space, only two tenants shall be permitted a permanent wall sign.~~
 - i. ~~Each business shall occupy a minimum of 100 square feet of floor area.~~
 - ii. ~~The signs shall match in color, illumination method and method of construction.~~
 - iii. ~~The total area of all signs permitted on one street frontage by this section shall not exceed the maximum sign area permitted for one sign.~~
 - iv. ~~The sign must conform to all other Code requirements as contained in section 102-8(c)(2) for building signs.~~
 2. ~~Retail businesses having more than 40,000 square feet of retail space may have an additional wall sign. The second wall sign may be no larger than 75 percent of the height of the primary wall sign and shall be designed to be in proportion to the architectural facade or wall upon which it is attached. The sign must conform to all other Code requirements as contained in section 102-8(c)(2) for building signs.~~
 3. ~~Businesses which operate twenty four (24) hours a day shall be entitled to one sign per street frontage announcing "Open 24 Hours" which shall be displayed on the building. This "Open 24 Hours" sign must be no larger than nine inches in capital letter height, no more than three square feet in sign area, must be the same color and material as the approved prominent sign on the building and be designed to be in proportion to the architectural facade or wall upon which it is attached.~~
 4. ~~Buildings that have two entry facades shall be entitled to one additional wall sign. The second sign shall match the primary facade wall sign in color, illumination method and method of construction. The sign must conform to all other Code requirements as contained in section 102-8(c)(2) for building signs.~~
 5. ~~All buildings that face a private drive aisle may have an additional wall sign, located on the rear or side elevation of the building. The second sign shall match the primary facade wall sign in color, illumination method and method of construction. No signs at the rear of a building visible to any adjacent residential property shall be~~

illuminated. The sign must conform to all other Code requirements as contained in section 102-8(c)(2) for building signs.

6. Buildings built as out parcels in front of commercial shopping centers or office buildings may have one additional wall type sign located at the rear or side elevation of the building. The second sign shall match the primary facade wall sign in color, illumination method and method of construction. The sign must conform to all other Code requirements as contained in section 102-8(c)(2) for building signs.
7. In retail centers, an additional under-canopy non-illuminated sign is allowed if positioned 90 degrees to the building, hung with a minimum clearance of eight feet zero inches sized not to exceed three square feet per side. All signs within a single retail center shall be the same size, color and type face except for the tenant logo.
8. Additionally, each building or individually demised tenant occupancy, shall be allowed one rear door nameplate identification sign not to exceed one square foot with lettering not to exceed three inches in height. Address bay number shall be included on all rear doors, which shall not count toward square feet.

(3) Permanent commercial message window signs and merchandise displays.

- a. Permanent window signs, which meet the following number, size, height and durational requirements:

1. The window sign area shall not exceed 20 percent of the total window area for each business frontage or 20 square feet, whichever is less.



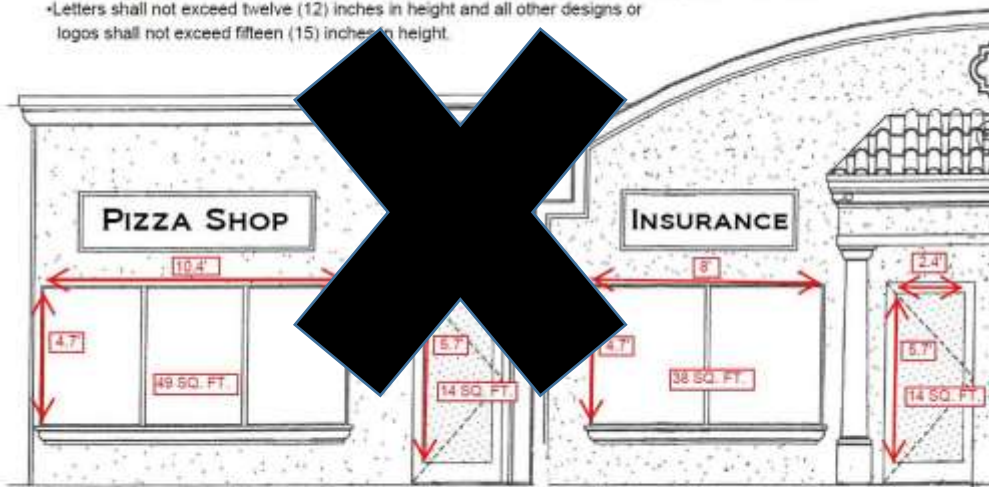
Measurement of Window Sign Area Example
"A"x"B" = Sign Area

2. Maximum allowable letter height for all window signs is 12 inches.
3. All other logos, logotypes, window banding, window perimeter borders and stripes, swash letters, pictures, symbols, graphics or combination thereof, shall not exceed 15 inches in height.

4. ~~Open/closed signs: Each place of business may exhibit one "Open" or "Closed" sign. The sign shall be no larger than three square feet in total sign area. The sign may be illuminated or non-illuminated. Open/closed signs shall not be included within the overall sign area permitted for windows.~~
5. ~~Street address and hours of operation information are allowed, but will not count towards the overall sign area permitted for windows.~~
6. ~~Illuminated signs are allowed, but will count towards the calculation of the window sign area. The total of all illuminated signage shall not exceed six square feet and shall only be lit during hours of operation. No illuminated signs greater than six square feet shall be located within 15 feet from the face of any window surface.~~

Window Signage Example:

- Window signage shall not exceed 20% of the total window area or 20 square feet, whichever is less.
- Letters shall not exceed twelve (12) inches in height and all other designs or logos shall not exceed fifteen (15) inches in height.



Example One:
Total Window Area: 49 SQ. FT. + 14 SQ. FT. = 63 SQ. FT.
20% = 13 Square Feet of window signage permitted

Example Two:
Total Window Area: 38 SQ. FT. + 14 SQ. FT. = 52 SQ. FT.
20% = 10 Square Feet of window signage permitted

b. ~~Merchandise displays:~~

1. ~~Merchandise displays greater than two feet from the face of any window surface are exempt from this chapter.c.~~

~~(4) Temporary window signs are allowed subject to the regulations set forth in Section 102 10.~~

~~(d) Open Space. The following signs are allowed in districts zoned open space:~~

- ~~(1) Freestanding monument identification signs. Except as provided below and municipally owned parks and facilities, one freestanding monument identification sign is allowed on lots having at least 100 feet of street frontage. Illumination (if any) of freestanding monument signs shall be limited to external illumination. Freestanding monument identification signs shall be subject to the following limitations:~~

- a. ~~The sign shall not exceed ten feet in height measured from the existing average finished grade level of the premises where the sign is located.~~

- b. ~~Setbacks and size: see section 102-9.~~
- c. ~~In no instance shall the sign be closer than 100 feet to any other freestanding sign.~~
- d. ~~For parcels with multiple frontages, there may be two freestanding monument identification signs under the following conditions:~~
 - 1. ~~Corner parcels may have two monument identification signs, one for each frontage, providing they are no closer than 100 feet, as measured along the frontage, or one sign calculated by combining the distances of both frontages. A monument identification sign shall in no instance exceed 24 square feet in size (area);~~
 - 2. ~~Parallel (opposite) parcels or parcels with more than two street frontages are permitted two freestanding monument identification signs provided that the signs are not located within 100 feet of each other, measured along the frontage line.~~

~~(2) Building signs.~~

- a. ~~Each building shall be entitled to one wall sign per street frontage.~~
- b. ~~The total sign area shall be computed by allowing one square foot for each linear foot of building or tenancy frontage. No sign shall be required to be smaller than 32 square feet nor exceed 100 square feet.~~
- c. ~~For text height, the background shall be considered in determining the size of the sign as well as the heights of allowable text. Signs may utilize no more than 75 percent of the vertical height of the background, where the sign is located, and no more than 75 percent of the width of any background space on which the sign is located.~~
- d. ~~Building signs may contain no more than two lines of text.~~
- e. ~~All building signs shall meet the location requirements in section 102-9.~~
- f. ~~The sign must be centered both vertically and horizontally on the sign band unless an architectural feature of the building prohibits the centering of the sign.~~

~~(3) Temporary signs are allowed subject to the regulations set forth in Section 102-10.~~

~~(4) These provisions shall not apply to municipally owned parks and facilities.~~

- ~~(c) *Areas of special interest.* Within the city there are special definable districts which because of their unique character, strategic location or necessity to the city's economic advantage, warrant special consideration. This Code herein establishes these guidelines in order to promote development along main thoroughfares control the aesthetic character of boulevards, gateways and destinations, and to protect property values of adjacent residential neighborhoods.~~

~~(1) *CRA district.* In the CRA district, one permanent gateway monument sign that meets with the following content-neutral criteria is allowed at the western border of the district:~~

- a. ~~It must be located at the intersection of two four lane, or greater, roads.~~
- b. ~~It shall not be greater than 15 feet in height.~~
- c. ~~It shall not have a signage area greater than 135 square feet.~~
- d. ~~It shall have a landscaped area of a minimum of 875 square feet.~~
- e. ~~It may incorporate and display changeable, animated copy, including noncommercial messages; provided, however, that the changeable copy shall not be limited in any way by virtue of the viewpoint of any message.~~

~~f.—Temporary signs are allowed subject to the regulations set forth in section 102-10.~~

~~(2) Research Park at FAU. The following signs are permitted in the Research Park at FAU, which is operated in accordance with Chapter 159, Part V, Florida Statutes, notwithstanding any provisions to the contrary in this Code:~~

~~a.—One freestanding sign with internal illumination fronting I-95 and set back a minimum of ten feet from the adjacent public right-of-way which is not off-premises signage and meet all the following requirements:~~

- ~~1.—Maximum height not to exceed 35 feet measured from the existing average finished grade level of the premises where the sign is located. The area of each sign face shall not exceed 120 square feet and a maximum of two sign faces are permitted per sign.~~
- ~~2.—The width of the sign base shall be at least 20 percent of the width of the sign face or the minimum required to meet wind load specification, whichever is greater.~~
- ~~3.—The sign shall only identify a business (or businesses) located on the same lot (provided the message may, at any time be converted to a noncommercial message unrelated to the business. The sign shall identify the City of Deerfield Beach. In no event shall the sign be used to display an offsite commercial message, sometimes known as a billboard.~~

~~b.—One freestanding monument sign which meets all of the following requirements shall be allowed for each vehicular access to the Research Park from FAU Boulevard:~~

- ~~1.—Maximum height not to exceed ten feet measured from the crown of FAU Boulevard.~~
- ~~2.—The area of each sign face shall not exceed 40 square feet and a maximum of two sign faces are permitted per sign.~~
- ~~3.—The maximum area of the sign structure shall be 80 square feet.~~
- ~~4.—Minimum setback from FAU Boulevard right-of-way shall be 20 feet.~~

~~c.—Each building shall be allowed a total of three internally illuminated building signs with only one sign per building face which meet all the following requirements:~~

- ~~1.—One sign with a maximum area not greater than 150 square feet and a maximum length of 35 feet or 25 percent of the length of the building face upon which the sign is located. This sign shall not be located on an easterly facing building face.~~
- ~~2.—Two building signs shall be limited to 100 square feet each with a maximum length of 25 feet or 25 percent of the length of the building face upon which the sign is located.~~

~~d.—If any freestanding sign permitted herein shall ever be deemed, in any court or administrative proceeding, to be a billboard, then the freestanding sign shall be considered prohibited and removed at the owner's expense.~~

~~e.—Temporary signs are allowed subject to the regulations set forth in section 102-10.~~

~~f.—Each building shall be limited to one digital clock and one digital temperature display which must meet all of the following requirements:~~

- ~~1. The digital clock and digital temperature display shall be the same color. The colors may change but both shall be the same color as each other at all times and shall be dimmable.~~
 - ~~2. The digital clock and digital temperature display shall be located on the same building elevation.~~
 - ~~3. The digital clock shall not exceed 32 square feet and the digital temperature shall not exceed 32 square feet.~~
 - ~~4. The size of the digital clock and digital temperature shall not be included in the total square footage of allowable building face signage.~~
- ~~g. Each building shall be limited to two illuminated round analog clocks which must meet all of the following requirements:~~
- ~~1. Both clocks shall be the same color.~~
 - ~~2. Both clocks shall not be located on the same building elevation.~~
 - ~~3. Each clock shall not exceed eight feet in diameter.~~

~~The size of the analog clock shall not be included in the total square footage of allowable building face signage.~~

~~(f) Other types of permitted signs.~~

- ~~(1) Bench signs. One 12 square foot sign per bench may be provided on benches located in commercial and industrial zoning districts.~~

~~Benches with signs shall only be located in the city in the following manner:~~

- ~~a. Benches shall not be placed at any location which is not a bus stop where regular bus service is provided (at least five days per week by public transportation).~~
- ~~b. Benches shall not be placed in the sign vision triangle.~~
- ~~c. Benches shall not be placed on public sidewalks.~~
- ~~d. Benches may be placed on private property only with written authorization from the property owner.~~
- ~~e. All benches shall be positioned parallel to the public right of way or at an angle up to, but not exceeding, 45 degrees from the right of way; and~~
- ~~f. One bus bench per bus stop only; unless the city manager authorizes a second bench where there is sufficient demand or where a bus bench is relocated to make room for a city authorized bus shelter.~~

- ~~(2) Changeable copy signs. Changeable copy signs may be utilized as follows:~~

- ~~a. Manual or electronic changeable copy signs are permitted to be used only for places of public assembly, drive thru restaurants, and gasoline service stations.~~
- ~~b. Electronic changeable copy signs may not move or appear to move.~~
- ~~c. Except as may otherwise be required by this Code, changeable copy signs must comply with all code provisions for building signs and freestanding signs.~~

- d. ~~All electronic changeable copy signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.~~
- e. ~~Drive thru restaurants.~~ Outdoor changeable copy boards are only allowed on lots which have been approved for restaurants with drive thru windows and under the following conditions:
 - 1. ~~Only one changeable copy board shall be permitted, per order window;~~
 - 2. ~~Display surface area shall not exceed 24 square feet;~~
 - 3. ~~If the sign is lighted, it may be internally illuminated only;~~
 - 4. ~~The outdoor menu board shall be oriented to be seen at the drive thru location where orders from vehicle occupants are taken.~~
- f. ~~Fuel price informational signs.~~ In a properly zoned district, signs advertising the price of motor vehicle fuel sold from a fuel pump located on the premises shall be permitted, subject to the following conditions:
 - 1. ~~One freestanding fuel price informational sign limited to 12 square feet is allowed. If there is a freestanding identification sign then this changeable copy fuel price informational sign shall be incorporated into its design so as not to have two or more freestanding signs. The sizes allowed for the fuel price informational sign shall be in addition to other allowable signage.~~
 - 2. ~~Only one fuel price informational sign shall be permitted per fuel pump limited in size to an area of 18 square inches. Each fuel price informational sign shall be affixed directly to a fuel pump and shall be stationary.~~

~~(3) Sandwich board signs.~~

- a. ~~One sandwich board sign shall be allowed along the tenant frontage of any non-residential property.~~
- b. ~~No sandwich board sign may be lit either internally or externally.~~
- c. ~~Sandwich board signs shall be freestanding and moveable. They may be single-sided or double-sided. They shall be removed during inclement weather and high winds.~~
- d. ~~Sandwich board signs shall not exceed an overall height of 36 inches above ground level or an overall area of six square feet.~~
- e. ~~Sandwich board signs shall not be allowed on the public right of way including public sidewalks.~~
- f. ~~Any sandwich board sign which encroaches upon pedestrian movement or safety shall be prohibited and removed or relocated.~~
- g. ~~Sandwich board signs shall be readable, properly maintained, and kept in good working condition.~~

~~(4) On premises directional signs.~~ On premises permanent directional signs shall not exceed two square feet in size, shall not be more than three feet high, shall not be placed in the public right of way and shall not display advertising copy, logos or graphic display symbols, but may use text or arrow for directional information. Where multi-tenant monument signs are

used, the directional type signs must be designed so as to be similar in design, details and coloring to the monument sign.

~~(5) *Directory signs.* One internally illuminated wall building directory sign may be permitted at each entrance to a complex or one (1) internally illuminated ground directory sign may be permitted per parking lot entrance on premises within a multiple tenant shopping center, business complex or office building for pedestrian or vehicular directional purposes; provided, however, that such sign conforms to the following;~~

- ~~a. The sign shall be oriented to pedestrian or vehicular traffic on the premises and shall not block the visibility of traffic;~~
- ~~b. A single business or activity shall be limited to two square feet per individual sign face;~~
- ~~c. The aggregate directory sign faces shall not exceed a total area of 28 square feet per directory sign;~~
- ~~d. The directory sign shall not exceed six feet in height.~~
- ~~e. The sign shall not be permitted to be placed in the public right of way or in any required yard;~~
- ~~f. Directory signs shall not be placed in that area defined as a vision triangle at street or driveway intersections;~~
- ~~g. Where a multi-tenant monument sign is installed, directory signs must be designed and detailed consistent with a planned signage and should be installed at the same time as the multi-tenant monument signs;~~

~~(6) *Flags.* Subject to limitations on their number, size (area), height, and setback, flags are permitted in all zoning districts as follows:~~

- ~~a. On single family, two family and RSO developed lots, up to two flags may be displayed. On multifamily and non-residential parcels which contain a principal permitted use, up to three flags may be displayed. Flags shall be affixed to a ground mounted flagpole.~~
- ~~b. The size of the flag shall be proportionate to the height of the flagpole to which it is affixed, so that the distance from the top to the bottom of any flag shall be no more than 20 percent of the total height of the flagpole.~~
- ~~c. The height and size of flagpoles shall conform to the requirements of section 98-73 of the Land Development Code.~~

~~(7) *Towing sign.* Towing signs where required to tow vehicles under Florida Law (715.07, F.S.) shall comply with the provisions of Florida Law and Section 66-149 of the City of Deerfield Beach Code of Ordinances.~~

~~(8) *Bus shelter signs.* A sign shall be permitted on bus shelters authorized for construction by the City of Deerfield Beach, provided bus shelter signs comply with the following requirements:~~

- ~~a. No bus shelter shall have a roof which is more than 45 square feet.~~
- ~~b. No bus shelter shall have a height (from ground to the top of any portion of the roof) of more than eight feet.~~
- ~~c. No sign shall exceed 30 square feet.~~
- ~~d. Bus shelters shall not be placed at any location which is not a bus stop where regular bus service is provided (at least five days a week by public transportation).~~

- e. ~~Bus shelters shall not be placed in the site vision triangle.~~
- f. ~~Bus shelters shall not be placed on public right of way or public sidewalks.~~
- g. ~~Bus shelters may be placed on private property only with the written authorization from the property owner.~~
- h. ~~Bus shelters shall be positioned parallel to the public right of way.~~

(9) ~~Residential neighborhood and commercial district identification signs.~~ The city recognizes the desire for unique communities within its boundaries, both residential and commercial, to positively identify themselves and their geographic boundaries. To this end, the following guidelines are established to control the design and location of such identification signs.

- a. ~~Each residential neighborhood or commercial district shall display no more than one sign on each entryway of the neighborhood or district. In cases of irregularly shaped or unclear boundaries, the director shall be authorized to determine if a given proposal conforms to this regulation.~~
- b. ~~In no instance shall any freestanding sign be closer than 100 feet to any other freestanding sign;~~
- c. ~~No freestanding sign shall exceed ten feet in height measured from the existing average finished grade level of the premises where the sign is located;~~
- d. ~~For subdivisions with multiple entrances, there may be an additional wall or freestanding monument sign;~~
- e. ~~Light source shall be limited to white; and the illumination shall be limited to internal, indirect, or spotlight.~~
- f. ~~All freestanding signs shall meet the size and setback requirements in section 102-9.~~
- g. ~~The maximum sign area for wall signs is 32 square feet.~~

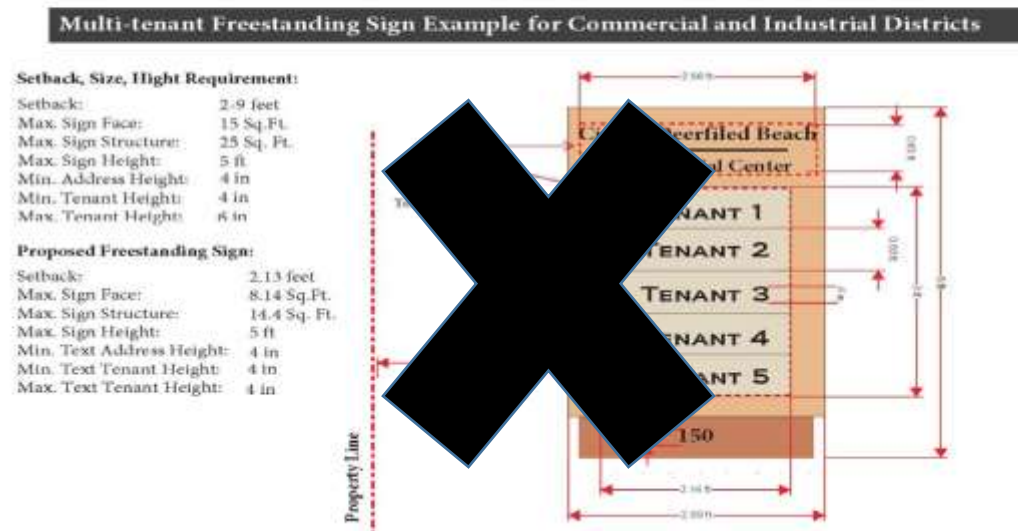
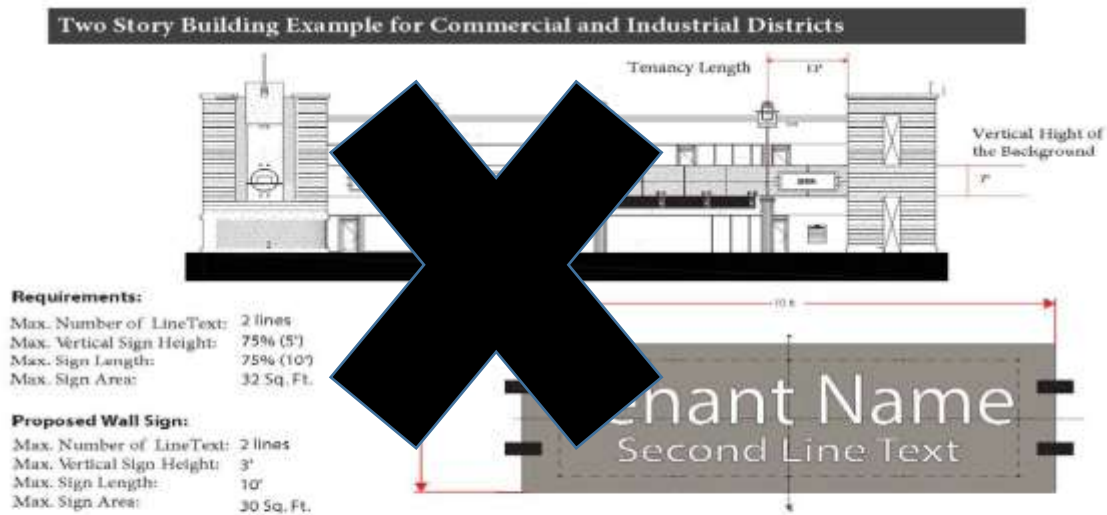
Sec. 102-9. Location and size of freestanding signs and building signs.

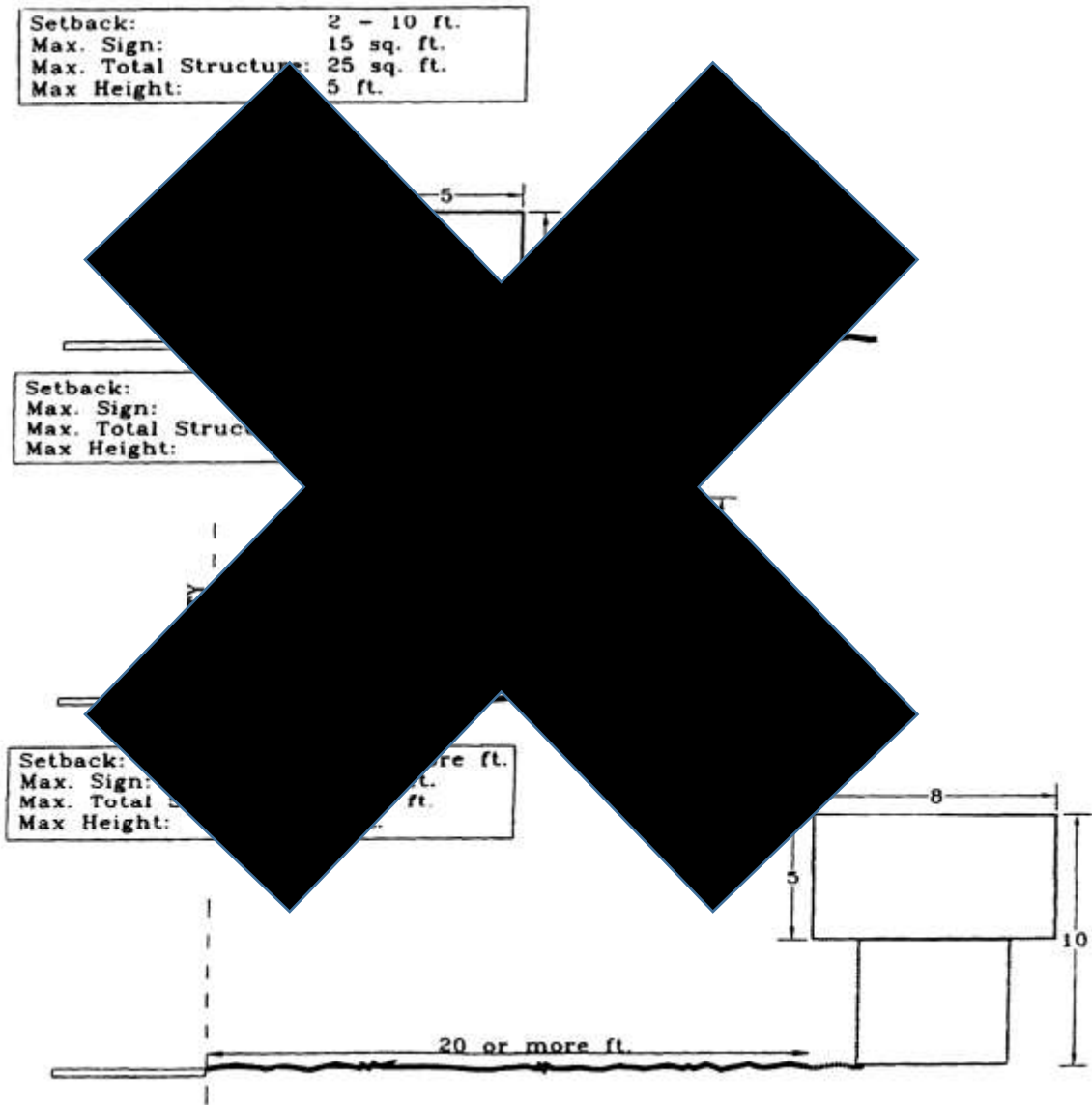
(a) ~~Freestanding signs.~~

- (1) ~~Location.~~ All signs must front on a public road right of way or a paved dedicated access easement, whichever is the principal access to the property, and be set back from the right of way as set forth below.
- (2) ~~Setback and size.~~ All setbacks referred to herein are from the property line abutting the public right of way. The maximum size allowed for the sign varies in relation to the setback as follows for all zoning districts unless expressly specified otherwise in this Code:

Setback	Maximum Height of Sign Structure	Maximum Size of Sign Structure	Maximum Size of Sign Face Within the Structure
20 feet or more	10 ft.	80 sq. ft.	40 sq. ft.
10 feet to 19 feet	8 ft.	48 sq. ft.	24 sq. ft.
2 feet to 9 feet	5 ft.	25 sq. ft.	15 sq. ft.
0 feet to 1 foot		No Signs Permitted	

- (3) ~~Sight visibility.~~ No sign over three feet in height shall be placed in that area defined as a vision triangle at street or driveway intersections.
- (4) ~~The limitations described in this section 102-9 do not apply to traffic control device signs.~~
- (5) ~~The address or address range shall be prominently displayed in numbers not less than four (4) inches in height. Address numbers shall be consistent in color and font to the sign.~~
- (b) ~~Multi-story buildings.~~ No signs shall be located higher than the first story except those signs identifying the building complex or a major occupant and where the sign conforms to the building regulations for the district in which it is located.





~~(c) Landscape installation required.~~

- ~~(1) In order to enhance the structure in compliance with section 102-12 of the Land Development Code, all freestanding sign installations shall require the installation and maintenance of (i) plant materials with a minimum of one shrub for every two feet of linear width of the sign structure on each side; and (ii) groundcover with a minimum of five feet around the perimeter of the sign base, designed in such a manner so as to not block the message on the sign.~~
- ~~(2) Trees or palms shall be required to enhance the sign without blocking it.~~
- ~~(3) Installation of the required plant materials and groundcover shall occur prior to final inspection of the sign structure and the plant materials must be shown on the landscape plan or building permit application submitted for approval.~~

Sec. 102-10. Temporary signs.

~~(a) General requirements.~~

- ~~(1) Only such temporary signs as are prescribed in this section shall be placed, displayed and maintained upon any residential or non-residential lot.~~
 - ~~(2) Temporary signs shall not be placed upon private property without the permission of the owner of the property or other person in legal control of the property.~~
 - ~~(3) All temporary signs shall be discarded in a proper manner so as to prevent litter and trash from accumulating within the city.~~
 - ~~(4) It is unlawful to attach temporary signs to trees, shrubs, fences, utility or similar poles.~~
 - ~~(5) It is unlawful to place, erect or maintain temporary signs on or in public rights of way or any public property.~~
 - ~~(6) It is unlawful to place, erect or maintain any sign in the intersection visibility triangle.~~
 - ~~(7) Temporary signs do not require community appearance board approval.~~
 - ~~(8) Consistent with the severability provisions that are otherwise applicable to this chapter, in the event that any portion of section 102-10 is determined to be unconstitutional or invalid for any reason whatsoever, such determination shall not affect any other portion of this section or any other provision of this chapter.~~
- ~~(b) *Temporary commercial message signs and temporary non-commercial message signs.* Except as otherwise provided in subsections (c), (d), (e) and (f) below, the following regulations shall apply for all temporary signs:~~
- ~~(1) *Residential districts.* A total of two double-faced temporary signs per lot with an area not exceeding six square feet per face, with a maximum height of four feet.~~
 - ~~(2) *Non-residential districts.* A total of two double-faced temporary signs per lot or business location with an area not exceeding 16 square feet per face, with a maximum height of six feet.~~
 - ~~(3) An additional 12 square feet of temporary non-commercial message signage per residential and non-residential zoned lot, for the ninety (90) calendar days prior to and seven calendar days following any federal, state, county, or city election is permitted.~~
- ~~(c) *Real estate signs in all zoning districts.* Real estate signs shall be temporary signs erected for a period of not more than six months, shall be non-illuminated and shall be limited to one per premises except for waterfront lots and lots having more than one street frontage. Waterfront lots shall be allowed to have one additional sign placed on the side of the property facing the water. Lots having more than one street frontage shall be allowed to have one additional sign placed on the second street frontage providing that the signs are placed a minimum of 100 feet apart. No attachments shall be permitted. Signs must be removed no later than two calendar days after closing. Two "open house" signs per property may be displayed between the hours of 8:00 a.m. and 6:00 p.m. on the day the property is open for inspection.~~
- ~~(1) Real estate signs located in residential zoning districts shall be no larger than six square feet per face, with a maximum height of four feet.~~
 - ~~(2) Real estate signs located in non-residential zoning districts shall be no larger than 16 square feet per face, with a maximum height of six feet.~~
- ~~(d) *Construction signs in all zoning districts:*~~

- ~~(1) *Active building permit:* One freestanding sign allowed per construction site with an active building permit. Sign area shall not to exceed sixteen square feet in size and six feet in height, and shall be limited to six square feet in size in single family dwelling districts and in single family and two family uses within multifamily residential districts. The sign may not be posted until the issuance of the building permit for the project and shall be removed upon the expiration of the building permit or upon the issuance of the certificate of occupancy for the project, whichever shall first occur.~~
- ~~(e) *Window signs.* Temporary non-commercial message window signs are allowed in all zoning districts, shall not cover more than 15 percent of the window area, and may be located on or adjacent to the window. In commercial zoning districts, an additional temporary commercial message window sign, covering more than 15 percent of the window area, but no more than 50 percent of the window area, may be placed directly on or adjacent to the window surface for a period of time not to exceed 14 days after the date of issuance of the initial occupational license or a one-time period at the initial beginning of the business. On any temporary window sign, no letter shall be greater in height than four inches, and any logos or symbols shall not be greater than eight inches in height.~~
- ~~(f) The regulations for temporary holiday sales signs are set forth within section 18-4 of the City of Deerfield Beach Code of Ordinances.~~

~~Sec. 102-11. Lighting.~~

~~Lighting for signage may be accomplished by either internal or external sources limited by the individual zoning category or special areas of interest. The source of illumination for externally-illuminated signs may not be visible from any abutting right of way or any adjacent property. Internally illuminated signs must have the lighting source concealed within the sign.~~

~~Sec. 102-12. Landscape.~~

~~Permanent freestanding signs shall have irrigated landscape consisting of ground cover, shrubs, and/or trees.~~

~~Sec. 102-13. Existing signs nonconforming.~~

- ~~(1) Any sign which did not conform to the City of Deerfield Beach Sign Code on the day before December 6, 2016, and which should have been removed or modified under prior law shall be an illegal nonconforming sign. Any signs which were legally permitted and constructed which do not conform to provision of the City of Deerfield Beach Sign Code on December 6, 2016, shall be considered legal nonconforming signs and shall be governed as provided for herein.~~
- ~~(2) Unless otherwise provided for herein, any sign made nonconforming by this sign code shall be considered a legally nonconforming sign and shall be made to conform to this sign code as provided for herein.~~
- ~~(3) A legally nonconforming sign may not be enlarged or altered in a way which increases its degree of nonconformity, but any sign or portion thereof may be altered to decrease its degree of nonconformity, except as provided for herein.~~
- ~~(4) A legally nonconforming sign shall not be structurally altered to prolong the life of the sign. Reasonable repair and maintenance of nonconforming signs, including change of copy, is~~

permitted, as provided for herein. Reasonable repair and maintenance means the work necessary to keep the sign, including the sign structure, in a good state of repair, but does not include replacement of materials in the sign structure where the cost of the replacement materials exceeds 25 percent of the sign's value. Reasonable repair does not include:

- (a) ~~Any modification that changes the structure, or type of structure, such as conversion of a wooden sign structure to a metal sign structure;~~
 - (b) ~~Any modification, including the addition of embellishments, that changes the sign area or the height above ground level;~~
 - (c) ~~Any modification that enhances the visibility of the sign's copy, or the period of time that the copy is visible;~~
 - (d) ~~Any modification that adds changeable faces or electronic message signs; or~~
 - (e) ~~Any modification that adds artificial lighting, or changes the existing lighting such that illumination is increased.~~
- (5) ~~Should a legally nonconforming sign become damaged, destroyed or deteriorated by any means to the extent that it requires more than reasonable repair and maintenance, as defined in subsection (4) above, then the sign shall not be reconstructed except in compliance with the sign code. In the event that a legally nonconforming sign was approved as part of a site plan zoning approval, then the legally nonconforming sign may be reconstructed in accordance with the site plan zoning approval.~~
- (6) ~~Should a legally nonconforming sign be moved for any reason, it shall thereafter conform to the regulations for the district in which it is located after it is moved.~~
- (7) ~~Any legally nonconforming sign structure the use of which as a sign is discontinued for a period of 180 consecutive days, regardless of any intent to resume or not to abandon such use, shall be presumed to be abandoned and shall not thereafter be reestablished except in full compliance with this code. The use of the sign shall be presumed to be discontinued during the time the business with which the sign is associated is not in operation. Any period of such discontinuance caused by government actions, strikes, material shortages, or acts of God, and without any contributing fault by the nonconforming user, shall not be considered in calculating the length of discontinuance for purposes of this subsection. The time period during any active renovation or reconstruction of the premises (as evidenced by an active building permit) with which the sign is associated shall not be counted in computing any abandonment.~~
- (8) ~~If there is new development on a parcel upon which a sign, or signs, is, or are, located, which development is required to undergo major development review pursuant to the city's land development regulations, all nonconforming signs on the parcel shall be made to comply with the provisions of this sign code.~~
- (9) ~~Any sign which is legally nonconforming as set forth above may be modified to change the copy on the sign face provided the modification does not exceed the definition of reasonable repair as set forth above, and the sign complies with all other provisions of the sign code (except for those provisions which caused the original nonconformity) and does not increase the degree of nonconformity.~~
- (10) ~~Demolition of legal permanent non-conforming signs. Incentives have been created by the city to encourage the demolition of legal permanent non-conforming signs. The city recognizing that replacing an existing sign can be time consuming and expensive; therefore, the city seeks to~~

~~reward this effort through an increase of sign face area or size of sign structure, and flexibility in the design and use of colors in the signs.~~

- ~~(a) *Quality design required.* Applicants are required to use the services of a design professional to create their sign and to utilize a well-qualified signage manufacturer to fabricate and install their sign.~~
- ~~(b) *Incentives.* The replacement of the legal non-conforming signs are eligible for the following incentives:~~
 - ~~1. *Bonus for building signs.* Building signs must conform to all other Code requirements for the zoning district in which the sign is located.~~
 - ~~a. Up to 25 percent total additional building signage area.~~
 - ~~2. *Bonus for freestanding signs.* Freestanding signs must conform to all other Code requirements for the zoning district in which the sign is located.~~
 - ~~a. *Sign structure area:* Up to 50 percent additional sign area, not to exceed to exceed 80 square feet.~~
 - ~~b. *Sign face area:* Up to 50 percent additional sign area, not to exceed to exceed 40 square feet.~~
 - ~~c. *Height:* Up to two feet of additional ground sign height, not to exceed ten feet total height.~~
 - ~~d. *Identification panels:* The number of tenants that can be identified on the sign may be increased to a maximum of eight.~~
 - ~~3. *Decision.* Planning and development services department will determine whether the existing sign qualifies as a legal non-conforming sign, and is therefore eligible for the incentives.~~

~~Sec. 102-14. Maintenance, violations, enforcement and remedies.~~

- ~~(a) *Maintenance.* All signs and associated landscape shall be maintained in a safe, presentable and good structural condition, including the replacement of defective parts, repainting, cleaning and other acts required for the maintenance of said sign. When a new sign is installed, any deficiencies to the surface of the area from the removal of the old sign, shall be repaired and such areas will be painted to match the color of the area in which the sign is located.~~
- ~~(b) *Abandoned or discontinued signs.* Except as otherwise provided in this Code, an abandoned or discontinued sign is prohibited and shall be removed by the owner of the premises, or as otherwise provided for in this article.~~
- ~~(c) *Dangerous or defective signs.* No person shall maintain or permit to be maintained on any premises which they own or control any sign which is in a dangerous or defective condition. Any such sign shall be removed or repaired by the owner of the sign or the owner of the premises, or as otherwise provided for in this article.~~
- ~~(d) *Unlawful signs.* No person shall erect on any premises which they own or control, any sign which does not comply with the provisions of this Code.~~

~~(c) *Violations and enforcement.*~~

~~(1) *Violations.* The violation or failure to comply with any of the provisions of this ordinance shall be and hereby is declared to be unlawful and a violation of this sign code. Each and every day that a violation continues shall be considered a separate and specific violation.~~

~~(2) *Enforcement.* The city may enforce the provisions of this chapter through the code enforcement process set forth within Chapter 2, Article VI of the City of Deerfield Beach Code of Ordinances. Any violation of the provisions of this chapter shall also be enforced pursuant to section 1-15 of the City of Deerfield Beach Code of Ordinances.~~

Sec. 102-15. Administration.

~~(a) *Code administrator.* The administrator shall be the director of planning and development services department or a representative designated by the director. The administrator is hereby authorized to process applications for permits and variances, provide for the holding of public hearings as required and enforce and carry out all provisions of this Code, both in letter and in spirit. The administrator is authorized to promulgate regulations and procedures consistent with the purpose of this Code toward this end.~~

~~(b) *Inspection.* The building official or designee is empowered, upon presentation of proper credentials, to enter or inspect any building, structure, or premises in the city upon which or in connection with which, a sign is located for the purposes of inspection of the sign, its structural and electrical connections, and to ensure compliance with all applicable codes and ordinances. Such inspections shall be carried out during business hours unless an emergency exists.~~

~~(c) *Appeals.* Any person who believes that a decision rendered in the denial of a permit is incorrect may appeal that decision to the city commission. A denial of an application by the community appearance board shall constitute a denial for purposes of this section. In the event that any decision on a sign permit application is not rendered within 30 days after its submission or within such other time frames as are provided herein, an applicant may directly appeal that failure to the city commission as provided herein. The standard of review shall be whether or not the application or the decision, as the case may be, complies with this Code and any other applicable law or regulation. There shall be no fee for this appeal. Application for the appeal may be obtained from the department of planning and development services from the administrator or his designee. The city commission shall hear such appeal within 30 days of its filing and shall issue a ruling based upon this Code and prevailing law. The ruling shall be issued within three calendar days of the hearing. If the appeal is from a denial, there shall be no presumption that the original denial is correct. The appeal shall be heard de novo at a publicly noticed quasi-judicial hearing. If the appeal is not finally determined within three calendar days after the hearing, or within 33 days after the filing of the appeal, whichever event occurs first, the sign permit shall be issued. Any adverse decision of the city commission may be appealed to the circuit court by way of a petition for writ of certiorari.~~

~~(d) *Variances.* A variance may be authorized by the city commission for any required dimensional standard for a sign, including the following: height, area, and location; maximum number of, and minimum setback for signs. A variance shall be deemed denied unless four members of the commission vote in favor of the request for a variance. Applications for variances may be obtained from the department of planning and development services.~~

~~A variance from the terms of this sign code shall not be granted by the city commission unless and until a written application for a variance is submitted demonstrating:~~

- ~~(1) That special conditions and circumstances exist which are peculiar to the land, structure or buildings involved and which are not applicable to other lands, structures or buildings in the same zoning district; and~~
- ~~(2) That the special conditions and circumstances do not result from the actions of the applicant; and~~
- ~~(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings or structures in the same zoning district; and~~
- ~~(4) That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant; and~~
- ~~(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and~~
- ~~(6) That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare; and~~
- ~~(7) A variance may not be granted as to a sign that is prohibited by this Code.~~

~~No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures and buildings in other districts shall be considered grounds for the issuance of a sign variance.~~

~~In granting a variance, the city commission may attach thereto such conditions regarding the location, character, and other features of the proposed sign as it may deem necessary to carry out the spirit and purpose of this Code in the public interest.~~

- ~~(e) *Administrative interpretation.* Any person who claims that the provisions of this section are unenforceable for any reason, or unreasonably restrict free expression, may appeal to the city commission for an interpretation of this section as relates the specific concern of that person. The department shall provide appeal forms upon request. The city commission shall hear such appeal within 30 days of its filing and shall (within three calendar days thereafter) issue a ruling based upon the language of the Code in light of prevailing law as to First Amendment rights to free speech so as to assure that this section is applied in a manner consistent with those rights. In the event of an appeal that is not finally determined within the time frames set forth herein or in the event of an adverse decision by the city commission, such person may pursue an appeal of the same to the circuit court by way of a petition for writ of certiorari or such other remedy available at law or equity.~~
- ~~(f) The department director shall allow any sign permitted under this section to change its lettering, in whole or in part, to a noncommercial message as often as is desired by the person in control of the sign. No community appearance review of said change shall be required providing the lettering, style, color scheme, and design characteristics of the sign are not changed.~~

Sec. 102-16. Severability.

- (a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter.
- ~~(b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in section 102-16(a), or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.~~
- ~~(c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in section 102-16(a), or elsewhere in this chapter, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter that pertains to prohibited signs, including specifically those signs and sign types prohibited and not allowed under section 102-7 of this chapter. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 102-7 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 102-7.~~
- ~~(d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.~~

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 6/4/2024

Agenda Item No.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The Planning & Development Services Department is proposing changes to the Land Development Code relating to signage regulations. The proposed changes are comprehensive, the current Sign code has been struck in its entirety, and re-written. Below are the proposed major changes:

- **Reorganization:** The current Sign code is organized in a manner that is difficult to navigate. Several different sections and subsections determine allowable signage. There is also a significant amount of redundancy among the different sections of the Sign code. The organization of the proposed Sign code allows for easier navigation and removes the redundancy. Several redundant sections have been stricken from the code.
- **Clarification of Terms & Regulations:** There are both terms and regulations in the current Sign code that are either confusing, inconsistent or are not defined. The proposed amendment adds definitions, clarifies confusing language, and corrects inconsistent language.
- **Updating the Code:** The proposed code changes address new types of signs, new materials used for signage, and new laws that affect sign regulation. Examples include: Adding Parking identification and building identification signs to the Code, regulation for new types of signs such as pan signs, push-through letter signs, and LED lit signs; and updating the Code to address new case law with regards to signs.
- **Improving the Aesthetics of Signs:** The proposed regulations include a myriad of changes designed to improve the aesthetics of signs in the City. Examples include: Expanding regulations on lighting of signs, clarifying language on signs that are prohibited, adding aesthetic considerations to sign variance requests, and allowing for vacant storefronts to be decorated on a short-term basis, with Community Appearance Board approval.
- **Improving Signage for Businesses & Community:** The proposed amendment includes changes to the regulations that will allow more flexibility in the sign regulations that will improve signs for businesses. Examples include allowing more flexibility to window signs, additional rear wall signs for out parcels, increasing the size of directional signs, and allowing for temporary banners and window sign for new businesses. Additional clarification was included for signs in the Community Facilities and Open Space districts that better meet the needs for those types of uses.

The proposed sign code reorganization was drafted with the goal of creating a more user-friendly document that is easier to follow, for business owners, sign contractors, staff, and the general public. Staff is also drafting a new guidebook for the sign code that provides a graphic representation and summarizes pertinent code sections, to assist new business owners and developers in creating their signs.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: No additional costs.
- b. New Charges/Fees on Businesses Impacted: None
- c. Estimate of Regulatory Costs: No additional costs are anticipated.

Good Faith Estimate of Number of Businesses Likely Impacted:

All commercial businesses within the City that are permitted signage may be impacted.

Any Additional Information:

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).



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-277

Agenda Date: 6/4/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-074: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE III, "OFFICIALS, OFFICERS AND EMPLOYEES, DIVISION 2 "TRAVEL EXPENDITURE POLICY," SECTIONS 2-221 "GENERALLY" AND SECTION 2-222 "PROOF OF EXPENDITURES; PER DIEM RATES; SETTLEMENT" TO PROVIDE FOR A \$200.00 MONTHLY ALLOWANCE TO THE MAYOR AND EACH COMMISSIONER TO ADDRESS TRAVEL, MEAL AND PARKING EXPENSES INCURRED IN THE TRI-COUNTY AREA IN CONNECTION WITH THEIR DUTIES OF OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 3.07 of the City Charter provides that "Commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office as provided by law". Section 2-221 of the City Code provides that "[t]he city will pay the reasonable travel expenses of city commission members, officers, employees, board members and committee members incurred in connection with authorized city travel, subject to compliance with all applicable city commission adopted travel policies and procedures."

Current Activity

At the April 16, 2024 Commission Meeting, the City Commission discussed the expenses they incur and pay for with their own funds for local travel within the tri-county area related to travel, meals and parking costs in connection with their duties of office. Commissioner Parness proposed the potential for a \$200 monthly expense account available to each Commissioner (including the Mayor) to cover such costs. At the May 21, 2024 Commission Meeting, the ordinance passed on 1st reading.

The enclosed Ordinance provides for a \$200 per month expense account for each member of the City Commission for their use to cover local travel, meals and parking expenses in connection with their travel in the tri-county area in furtherance of their duties of office. This expense allowance does not apply to travel expenses associated with out-of-town travel. As an example, parking at the airport in connection with out-of-town travel. This is a taxable benefit.

The Ordinance has been clarified based on the discussion at First Reading to reflect that the expense allowance is in lieu of the ability to seek reimbursement of expenses from travel, meals and parking expenses in connection with their travel in the tri-county area in furtherance of their duties of office, and to clarify the expense account does not prohibit reimbursement of such travel expenses within

the tri-county area that are associated with authorized out-of-town travel.

Recommendation

Consideration.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE III, “OFFICIALS, OFFICERS AND EMPLOYEES, DIVISION 2 “TRAVEL EXPENDITURE POLICY,” SECTIONS 2-221 “GENERALLY” AND SECTION 2-222 “PROOF OF EXPENDITURES; PER DIEM RATES; SETTLEMENT” TO PROVIDE FOR A \$200.00 MONTHLY ALLOWANCE TO THE MAYOR AND EACH COMMISSIONER TO ADDRESS TRAVEL, MEAL AND PARKING EXPENSES INCURRED IN THE TRI-COUNTY AREA IN CONNECTION WITH THEIR DUTIES OF OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, Section 3.07 of the City Charter provides that “Commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office as provided by law”; and

WHEREAS, Section 2-221 of the City Code provides that “[t]he city will pay the reasonable travel expenses of city commission members, officers, employees, board members and committee members incurred in connection with authorized city travel, subject to compliance with all applicable city commission adopted travel policies and procedures.”; and

WHEREAS, at the April 16, 2024 Commission Meeting, the City Commission discussed the expenses they incur and pay for with their own funds for local travel within the tri-county area related to travel, meals and parking costs in connection with their duties of office; and

WHEREAS, Commissioner Parness proposed the potential for a \$200 monthly expense account available to each Commissioner (including the Mayor) to cover such costs; and

WHEREAS, this Ordinance provides for a \$200 per month expense account for each member of the City Commission for their use to cover local travel, meals and parking expenses in connection with their travel in the tri-county area in furtherance of their duties of office; and

WHEREAS, the City Commission finds it to be in the best interest of the City of Deerfield Beach to enact this Ordinance.

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. Sections 2-221 “Generally” and Section 2-222 “Proof of expenditures; per diem rates; settlement” of Division 2 “Travel Expenditures Policy” of Article III, Officials, Officers and Employees”, of Chapter 2 “Administration” of the City Code of Ordinances is hereby amended to read as follows¹:

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in

Chapter 2 ADMINISTRATION

ARTICLE III. – STOPPING, STANDING, PARKING

DIVISION 2. – TRAVEL EXPENDITURE POLICY

Sec. 2-221. - Generally.

The city will pay the reasonable travel expenses of city commission members, officers, employees, board members and committee members incurred in connection with authorized city travel, subject to compliance with all applicable city commission adopted travel policies and procedures. Mileage for use of one's own automobile or other vehicle, when such use is on behalf of the city and has been authorized, will be paid at the rate authorized by the Internal Revenue Service (IRS) for computing the value of personal use of an employer-supplied vehicle. Only reasonable travel expenses may be reimbursed. The city manager shall be the final arbiter in determining whether any particular travel expense of any traveler, except city commission members, is reasonable unless a travel expense is specifically authorized by the city commission. The city manager's travel budget shall be approved by the city commission as a line item in the budget during the annual budget approval process.

The city commission may, by resolution, adopt additional travel policies and procedures governing travel expenses of city commission members, officers, employees, board members and committee members.

Each member of the City Commission shall be provided with a \$200.00 monthly expense allowance for travel, meal, and parking expenses incurred within the tri-county area (Broward, Miami-Dade and Palm Beach Counties) in connection with their duties of office. Each member of the City Commission shall not be eligible to receive reimbursement for travel, meal, and parking expenses incurred within the tri-county area (Broward, Miami-Dade and Palm Beach Counties) in connection with their duties of office, except for such expenses that are incurred in connection with further authorized travel outside of the tri-county area (ex. parking expenses incurred at an airport located within the tri-county area in connection with airline travel outside of the tri-county area).

Sec. 2-222. - Proof of expenditures; per diem rates; settlement.

Travelers seeking reimbursement of travel expenses shall provide proof that expenditures were actually incurred, in accordance with the city's travel policy and procedures. Reimbursement of travel expenses shall be subject to the regulations set forth in the city's travel policy and procedures. The per diem rates shall not exceed the maximum rates set by applicable law.

~~strikethrough~~. Changes from First Reading are shown in grey shading.

The city manager shall keep the commission regularly advised of the status of the commission travel budget and expenditures and the percentage of the travel budget expended. The city commission shall approve any travel expenses, which exceed budgeted amounts.

Section 3. All Sections or parts of Sections of the City Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are 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

BUSINESS IMPACT ESTIMATE¹

Meeting Date: June 4, 2024

Agenda Item No. 4

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

Section 3.07 of the City Charter provides that "Commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office as provided by law." Section 2-221 of the City Code provides that "[t]he city will pay the reasonable travel expenses of city commission members, officers, employees, board members and committee members incurred in connection with authorized city travel, subject to compliance with all applicable city commission adopted travel policies and procedures."

The proposed ordinance provides that "Each member of the City Commission shall be provided with a \$200.00 monthly expense allowance for travel, meal, and parking expenses incurred within the tri-county area (Broward, Miami-Dade and Palm Beach Counties) in connection with their duties of office."

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: none

Good Faith Estimate of Number of Businesses Likely Impacted: none

Any Additional Information:

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).
 - e. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-300

Agenda Date: 6/4/2024

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 the settlement of all claims against the City in the litigation styled *Kenneth Somers vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the Settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$125,000

Account Name: General Liability Legal

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

Background/History

Kenneth Somers ("Somers") filed a lawsuit against the City of Deerfield Beach styled Kenneth Somers vs. City of Deerfield Beach, Case No. CACE-21-015228, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that Somers tripped and fell in a pothole along SE 9th Terrace causing him to suffer injuries to his knee and back, and seek medical treatment including two extensive back surgeries.

Current Activity

Somers has provided documentation to the City of over \$474,000 in medical bills. Somers is willing to settle all of his claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$125,000.00. The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$125,000.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Somers against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *KENNETH SOMERS VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Kenneth Somers (“Somers”) filed a lawsuit against the City of Deerfield Beach styled *Kenneth Somers vs. City of Deerfield Beach*, Case No. CACE-21-015228, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that Somers tripped and fell in a pothole along SE 9th Terrace causing him to suffer injuries to his knee and back, and seek medical treatment including two extensive back surgeries; and

WHEREAS, Somers has provided documentation to the City of over \$474,000 in medical bills; and

WHEREAS, Somers is willing to settle all of his claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$125,000.00; and

WHEREAS, although the City asserts that it was not responsible for Somers’s alleged damages, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$125,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Somers.

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

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

Section 2. The City Commission hereby approves the settlement of the Lawsuit for the total amount of \$125,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Somers against the City or its employees.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-258

Agenda Date: 6/4/2024

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 the 2024 Fair Share Contribution to the Areawide Council on Aging of Broward County, Inc. in the amount of \$76,212.00; providing for implementation and an effective date. (Funds from Account #001-1702-564-80-16 - Grants/Area Agency on Aging)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$76,212

Account Name: Grants/Area Agency on Aging

Account Number: 001-1702-564-80-16

Background/History

With the adoption of the FY 2024 Budget, the City Commission approved the fair share contribution to the Area Agency on Aging of Broward County, Inc./Area Agency on Aging. Since the inception of the organization in 1974, the Area Agency on Aging has utilized a Fair Share Methodology to secure the required ten (10) percent local match from local municipalities and the County as mandated to meet Federal and State appropriations. Areawide Council on Aging of Broward County, Inc., plans, develops, coordinates, and evaluates programs, funds services, and is the prime advocate for Broward County residents 60 years of age or older.

The City of Deerfield Beach Braithwaite 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 43 years to provide supportive services for the senior population in the City.

Current Activity

Each year, the Area Agency on Aging of Broward County, Inc. determines the fair share amount due from the respective municipality based on its senior population. The 2024 fair share due from the City of Deerfield Beach to the Area Agency on Aging of Broward County, Inc. is \$76,212.

Attached are the following documents:

1. Area Agency on Aging of Broward County, Inc. Explanation Letter
2. Area Agency on Aging of Broward County, Inc. Invoice AR-00482

Recommendation

It is recommended that the City Commission approve the required 2024 fair share contribution in the amount not to exceed \$76,212.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE 2024 FAIR SHARE
CONTRIBUTION TO THE AREAWIDE COUNCIL ON AGING OF
BROWARD COUNTY, INC. IN THE AMOUNT OF \$76,212.00;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging (the “Council”) have been working together in collaboration for over 43 years to provide supportive services for the senior population in the City of Deerfield Beach; and

WHEREAS, a 10% local match is required for the City of Deerfield Beach to receive funding for the supportive services under the Federal Older Americans Act and State Community Care for the Elderly appropriations; and

WHEREAS, the City Commission approved a fair share contribution to the Council with the adoption of its Fiscal Year 2024 budget; and

WHEREAS, the Council has determined the fair share amount due from the City for 2024 is \$76,212.00, to provide supportive services to the senior population in the City; and

WHEREAS, City staff recommends that the City Commission approve the fair share contribution to the Council in the amount of \$76,212.00.

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

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

Section 2. The City Commission hereby approves the City’s fair share contribution to the Council for 2024 in the amount of \$76,212.00.

Section 3. The City Manager and his designee are authorized to make the fair share contribution payment to the Council in the amount of \$76,212.00.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

April 10, 2023

**AREAWIDE COUNCIL ON AGING
BOARD OF DIRECTORS**

Naushira Pandya, M.D.
President

Arthur Birken
1st Vice President

Representative Evan Jenne
2nd Vice President

Senator Nan H. Rich
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David Lieberman
Treasurer

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Lisa Zucker, MSW, LCSW
Parliamentarian

Pauline Grant
Immediate Past President

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William Edelstein
Honorable Ronald Rothschild
Kenneth S. Rubin, Esq.
Manuel Synalovski, AIA

The Honorable Bill Ganz
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Dear Mayor Ganz,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 476,486 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus an increase in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

Mayor Ganz
City of Deerfield Beach
April 10, 2023
Page 2

For the 2024 Fair Share request, we are employing the latest population figures provided by the Florida Department of Elder Affairs using U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates.

Our request for 2024 is \$76,212. In 2022, we provided your residents with \$861,298 in services.

For each dollar we are seeking, in match, the Areawide Council on Aging supplied \$11.30 in assistance to your constituents.

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic problems being faced by our municipalities and the County. That is a prime reason for our expressing both gratitude and admiration to our elected officials. Because of your perpetually evidenced advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to assure the right of Older Browardians to live their retirement years with merited dignity.

Sincerely,



Charlotte Mather-Taylor
Chief Executive Officer

CMT:cd

cc: City Commission of Deerfield Beach
Dave Santucci, City Manager
Stephanie Tinsley, Chief Finance Officer
Heather Montemayor, CMC, City Clerk

EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

FUNDS REQUIRING LOCAL MATCH FOR 2024

Federal Older Americans Act Dollars	\$8,596,570
General Revenue	681,080
State Community Care for the Elderly	<u>8,149,874</u>
	<u>\$17,427,524</u>
Local Matching Dollars Required	\$1,936,392
Elder Abuse Prevention Program	<u>100,000</u>
Total Matching Funds Requested	<u>\$2,036,392</u>

THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward's Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2024 Broward Total Population 60 and Over	<u>476,486</u>
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: \$2,036,392 divided by 476,486	<u>\$ 4.27</u>

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:			<u>\$ 4.27</u>
City Share Request per Senior Resident:	$\$4.27 \times (2/3)$	=	\$ 2.85
County Share Request per Senior Resident:	$\$4.27 \times (1/3)$	=	<u>\$ 1.42</u>
			<u>\$ 4.27</u>

FAIR SHARE REQUEST FROM DEERFIELD BEACH

Number of Residents over 60 in Your City	26,741
Fair Share Request per Senior Resident in Your City	<u>x 2.85</u>

TOTAL FAIR SHARE REQUEST **\$76,212**

In 2022, the Areawide Council provided Your City with Services Totaling Over: \$861,298

Areawide Council on Aging of Broward County



2022 Services Provided to Senior Citizens in the *City of Deerfield Beach*



Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
OLDER AMERICANS ACT					
	ADULT DAY CARE - DAY (III-B)	1	54.25	65.95	3,577.79
	ADULT DAY CARE - DAY (III-E)	2	276.75	68.53	18,965.68
	CAREGIVER TRNG & SUP - GRP (III-E)	*	37.00	100.75	3,727.75
	CHORE (III-B)	8	149.00	59.71	8,896.79
	CHORE (III-ES)	1	5.00	56.25	281.25
	CONGREGATE DISASTER MEALS	23	120.00	3.74	448.80
	CONGREGATE MEALS	90	4,514.00	8.41	37,962.74
	COUNSELING - GROUP (III-B)	*	231.00	86.78	20,046.18
	COUNSELING - INDIVIDUAL (III-B)	28	481.00	67.29	32,366.49
	EDUCATION & TRAINING	*	89.00	134.97	12,012.33
	HEALTH SUPPORT - GROUP	*	347.50	70.49	24,495.27
	HEALTH SUPPORT - INDIVIDUAL	52	76.75	35.99	2,762.23
	HOME DELIVERED DISASTER MEALS	53	305.00	3.74	1,140.70
	HOME DELIVERED MEALS (III-C2)	169	41,773.00	4.40	183,801.20
	HOME DELIVERED MEALS (III-E)	6	504.00	4.90	2,469.60
	HOUSING IMPROVEMENT (III-B)	7	189.00	63.42	11,986.38
	INFORMATION	*	856.00	9.83	8,414.48
	IN-HOME SCREENING & ASSESS	31	98.25	74.45	7,314.71
	LEGAL ASSISTANCE (III-B)	*	504.75	70.53	35,600.02
	NUTRITION EDUCATION	1	25.00	1.65	41.25
	RECREATION	*	1,443.30	18.91	27,292.80
	REFERRAL (III-B)	1	240.00	65.49	15,717.60
	SCREENING & ASSESSMENT (III-B)	8	12.25	63.51	778.00
	TELEPHONE REASSURANCE (III-B)	*	189.00	9.45	1,786.05
	Program Totals:		52,520.80		\$461,886.09
AMERICAN RESCUE PLAN					
	HOME DELIVERED MEALS (III-C2)	92	12,959.00	4.30	55,723.70
	TECHNOLOGY	25	213.00	28.83	6,140.79
	TECHNOLOGY EQUIPMENT	3	30.00	41.86	1,255.80
	Program Totals:		13,202.00		\$63,120.29

* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
COMMUNITY CARE FOR THE ELDERLY					
	CASE AIDE	15	43.75	36.02	1,575.88
	CASE MANAGEMENT	34	222.50	63.85	14,206.62
	EMERGENCY ALERT RESPONSE	7	661.00	1.16	766.76
	HOMEMAKER	21	2,708.25	21.42	58,010.72
	IN-HOME INTAKE	40	67.00	72.80	4,877.60
	IN-HOME RESPITE	4	1,946.00	21.71	42,247.66
	PERSONAL CARE	15	1,738.00	22.15	38,496.70
	SPECIALIZED MEDICAL EQUIPMENT	3	24.00	62.36	1,496.64
	Program Totals:		7,410.50		\$161,678.58
ALZHEIMER'S DISEASE INITIATIVE					
	CASE AIDE	3	11.75	36.02	423.24
	CASE MANAGEMENT	4	19.75	60.22	1,189.35
	FACILITY RESPITE	1	48.75	9.46	461.18
	IN-HOME RESPITE	2	487.00	21.71	10,572.77
	SPECIALIZED MEDICAL EQUIPMENT	1	1.00	157.05	157.05
	Program Totals:		568.25		\$12,803.59
HOME CARE FOR THE ELDERLY					
	BASIC SUBSIDY	5	70.00	169.51	11,865.70
	CASE AIDE	5	18.50	36.02	666.37
	CASE MANAGEMENT	6	72.75	63.85	4,645.09
	Program Totals:		161.25		\$17,177.16
LOCAL SERVICE PROGRAM					
	MATERIAL AID	7	45.00	72.93	3,281.85
	SPECIAL DIETARY MEALS	1	46.00	8.25	379.50
	TRANSPORTATION	72	5,253.00	8.55	44,913.15
	Program Totals:		5,344.00		\$48,574.50
RELIEF					
	IN-HOME RESPITE	1	91.50	9.00	823.50
	Program Totals:		91.50		\$823.50
CARES ACT					
	CS-REFERRAL	*	26.00	65.49	1,702.74
	HOME DELIVERED MEALS (III-C)	33	1,790.00	4.90	8,771.00
	HOME DELIVERED MEALS (III-E)	2	112.00	4.90	548.80
	INFORMATION	*	158.00	9.83	1,553.14

* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
Program Totals:			2,086.00		\$12,575.68
COVID VACCINE ASSISTANCE PROGRAM					
	TELEPHONE REASSURANCE	*	348.00	9.45	3,288.60
Program Totals:			348.00		\$3,288.60
NON-DOEA PROGRAM					
	HOME DELIVERED MEALS	41	16,198.00	4.90	79,370.20
Program Totals:			16,198.00		\$79,370.20
Totals:			97,930.30		\$861,298.19

*In 2022, our Project Family provided Deerfield Beach's seniors with \$861,298 in services.
The Aging & Disability Resource Center's 2024 Match Request for Deerfield Beach is \$76,212.
For every \$1 we are seeking, the Areawide Council on Aging (Area Agency on Aging)
provided Deerfield Beach with \$11.30 in services.*

Our figures are secured from the annual service cost reports obtained from our Projects.

*** Client specific information is not captured for these services.**



**Area Agency on Aging
of Broward County**

5300 Hiatus Road
Sunrise, Florida 33351
Phone: (954) 745-9567
Fax: (954) 745-9584
www.adrcbroward.org

4/24/2024

AR-00482

BILL TO

Dave Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

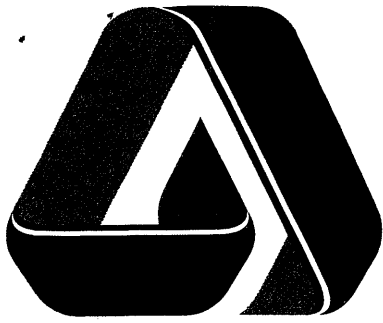
Description	AMOUNT
2024 Fair Share Allocation	\$76,212.00

TERMS

Payment Due Date: 30 Days
Checks Payable to: Areawide Council on Aging of Broward County, Inc.

\$76,212.00

Thank You For Your Support!



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

**AREAWIDE COUNCIL ON AGING
BOARD OF DIRECTORS**

Naushira Pandya, M.D.
President

Senator Nan H. Rich
Vice President

David Lieberman
Treasurer

Timothy G. Curtin
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Judge Ari Porth
Honorable Ronald J. Rothschild
Kenneth S. Rubin, Esq.
Manuel Synalovski, AIA
Lisa Zucker, MSW, LCSW

April 24, 2024

Mayor Bill Ganz
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

Dear Mayor Ganz,

The Areawide Council on Aging is mandated, by both Federal Older Americans Act and State Community Care for the Elderly Legislation to raise a local 10% match.

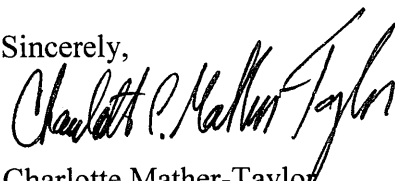
We attempt to secure these funds for both our projects and our nonprofit 501(c)(3) organization through a Fair Share Methodology based on population 60 years of age and older. A copy of this correspondence was mailed to you on May 2, 2023.

Please consider this correspondence as a request, along with invoice # AR-00482 in the amount of \$76,212 representing the 2024 Full Fair Share in matching funds requested from the City of Deerfield Beach.

If you have any questions, please feel free to contact our office at 954-745-9567.

Thank you for your advocacy and benevolence on behalf of your senior constituency.

Sincerely,


Charlotte Mather-Taylor
Chief Executive Officer

**CITY OF DEERFIELD BEACH
RECEIVED**

MAY 2 2024

Attachment: Invoice # AR-00482

CITY CLERK'S OFFICE

cc: Dave Santucci, City Manager
Stephanie Tinsley, Chief Financial Officer
Heather Montemayor, City Clerk

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-228

Agenda Date: 6/4/2024

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 and authorizing execution of a first amendment to the construction contract with Layne Christensen Company for the rehabilitation of the Floridan Aquifer Raw Water Wells Project to extend the substantial completion date for the project to November 1, 2024 and the final completion date to November 20, 2024; 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's West Well field, Floridan aquifer (FA) wells FA-1 and FA-2 have performance issues relating to excessive sand and silt production during operations at relatively low flow rates. Well FA-2 is the city's primary source of water for the reverse osmosis water treatment plant. FA-1 was historically utilized as a secondary source for the reverse osmosis water treatment plant and had several years of limited use as an aquifer storage and recovery well. The Floridan Well Rehabilitation Project was identified as a priority for funding through the American Rescue Act to implement the appropriate rehabilitation procedures.

On June 20, 2023, the City Commission approved Resolution 2023/116 for the Layne Christenson company to perform rehabilitation activities for Floridan wells, FA1 and FA2. A notice to Proceed was issued on October 30, 2023, with a contract duration of 120 days for substantial completion and an additional 20 days for final acceptance for a total of 140 days.

Current Activity

In November 2023, an assessment of Well FA-2 determined that a major source of fine sand, silt, and clay originates in a cavernous interval between 985 feet below the surface and 1,008 feet below the surface. To correct this, a specialized liner assembly will need to be constructed and installed. This specialized liner requires both an initial design and submittal review. Fabrication and installation of this liner requires a contract extension to November 1, 2024 for substantial completion, with final completion anticipated on November 20, 2024. The eight-month extension will be sufficient for fabrication and installation of the specialized liner assembly.

Recommendation

It is recommended that the City Commission approve and authorize execution of a first amendment to the Construction Contract with Layne Christensen for the West Water Treatment Plant Floridan Well Rehab Project to extend the substantial and final completion dates.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT WITH LAYNE CHRISTENSEN COMPANY FOR THE REHABILITATION OF THE FLORIDAN AQUIFER RAW WATER WELLS PROJECT TO EXTEND THE SUBSTANTIAL COMPLETION DATE FOR THE PROJECT TO NOVEMBER 1, 2024 AND THE FINAL COMPLETION DATE TO NOVEMBER 20, 2024; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Layne Christensen Company (the “Contractor”) entered into a Construction Contract, dated June 30, 2023, (the “Contract”) for Engineering and Construction Services for the rehabilitation of the Floridan Aquifer Raw Water Wells Project (the “Project”) pursuant to Invitation to Bid #23-15-BA (the “ITB”); and

WHEREAS, Paragraph 4 of the Contract provided that the Contractor was to achieve substantial compliance of the Project within 120 calendar days from the issuance of the Notice to Proceed, and achieve Final Completion of the Project within 160 calendar days from the issuance of the Notice to Proceed; and

WHEREAS, the City issued the Notice to Proceed on October 30, 2023, with substantial completion to be achieved by February 29, 2024 and final completion to be achieved by March 20, 2024; and

WHEREAS, since the issuance of the Notice to Proceed, Contractor has been performing the required rehabilitation services; however, in the course of performing the services, it was discovered that Wells FA1 and FA2 would require additional liners to be installed to properly complete the services to the Wells; and

WHEREAS, due to the need to install the additional liners to ensure proper sealing of the work, the required completion dates were not feasible, and it was determined such dates need to be extended; and

WHEREAS, Article 8 of the Contract addresses such delays and allows for the Contract time to be extended; and

WHEREAS, the City and Contractor desire to amend the Contract to reflect that substantial completion shall be completed by the Contractor by November 1, 2024, and final completion shall be achieved by November 20, 2024; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the First Amendment to the Construction Contract with the Contractor, attached as Exhibit “A”, (the “First Amendment”) in order to extend the both the substantial and final completion dates for the Project; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize execution of the First Amendment, attached as Exhibit “A”.

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

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

Section 2. The City Commission hereby approves the First Amendment to the Construction Contract with Contractor, attached as Exhibit “A”, to extend the substantial completion date for the Project to November 1, 2024 and the final completion date to November 30, 2024.

Section 3. The City Manager is authorized to execute the First Amendment to the Construction Contract, 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

FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND LAYNE CHRISTENSEN COMPANY FOR REHABILITATION OF THE FLORIDAN AQUIFER RAW WATER WELLS PROJECT

This First Amendment (the "Amendment") to the Construction Contract (the "Contract") dated June 20, 2023, is made and entered into this ____ day of _____, 2024, by and between the City of Deerfield Beach, Florida, a municipal corporation in the State of Florida (the "City") and Layne Christensen Company (the "Contractor").

RECITALS

WHEREAS, City and Contractor entered into a Construction Contract (the "Contract") for Contractor to provide engineering and construction services for the rehabilitation of the Floridan Aquifer Raw Water Wells Project as set forth in Invitation to Bid No. 23-15-BA (the "Services"); and

WHEREAS, Paragraph 4 of the Contract set forth that the Contractor was to achieve substantial completion of the Project within 120 calendar days from the City's issuance of a Notice to Proceed, and achieve Final Completion of the Project within 160 calendar days of the issuance of the Notice to Proceed; and

WHEREAS, the City issued the required Notice to Proceed on October 30, 2023 whereby substantial completion was to be achieved by February 29, 2024 and final completion achieved by March 20, 2024; and

WHEREAS, since the issuance of the Notice to Proceed, Contractor has been performing the required rehabilitation services, however, in the course of the performing the services, it was discovered that Wells FA1 and FA2 would require additional liners to be installed to complete the services to the Wells; and,

WHEREAS, due to the need to install the additional liners to ensure proper sealing of the work, the required completion dates were not feasible, and it was determined such dates need to be extended; and

WHEREAS, Section 8.2 of the Contract allows for the Contract time to be extended; and

WHEREAS, the City and Contractor desire to amend the current Contract to reflect the new substantial completion and final completion dates for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, City and Contractor do hereby agree as follows:

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

Section 2. That Paragraph 4 of the Contract is hereby amended as follows:

The Contractor shall complete the Work and achieve substantial completion in accordance with the Contract terms and conditions by November 1, 2024 and shall achieve final completion in accordance with the Contract terms by November 20, 2024 (the "Final Completion Date").

Section 3. The parties agree that, except as expressly amended herein, all terms, conditions, and specifications of the original Contract shall remain the same and in full force and effect, and shall apply to all work performed by the Contractor from the date of execution of the Contract through the expiration of the Contract.

Section 4. This Amendment shall be effective upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

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

Heather Montemayor, City Clerk

David Santucci, City Manager

Approved As To Form & Legal
Sufficiency for the use of and
reliance by the City of Deerfield
Beach, Florida, only:

Date: _____

Anthony C. Soroka, City Attorney

CONTRACTOR

ATTEST:

Layne Christensen Company

Corporate Secretary

By: _____

Signature

Title: _____

Date: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-273

Agenda Date: 6/4/2024

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 the submission of an application to the Florida Department of Management Services, acting through the Florida Digital Service, for Local Government Cybersecurity Grant Program funding in the estimated amount of \$200,000.00 to further upgrade the City's cybersecurity infrastructure; authorizing execution of a grant agreement, if the grant is awarded to 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

The Florida Digital Service is a government agency created to lead Florida's cybersecurity efforts. In 2020, the agency, modeled after the United States Digital Service, was created by Ron DeSantis based on legislation introduced by Florida Rep. James Grant, who initially led the organization. The Florida Department of Management Services is the parent agency.

In 2021, several top officials departed without giving any notice and the agency, short-staffed, was unable to create a plan to spend the \$30 million in funding assigned to cybersecurity measures by lawmakers. By September 2022, only 40 of 70 full-time positions have been filled. Grant announced he would step down from the role of Chief Information Officer on July 1, 2023. In April 2024, a law revised the purpose of the agency to be to lead enterprise information technology and cybersecurity efforts.

Current Activity

After reviewing the grant awarded, the City is requesting to apply for, Network-Based Asset Discovery, Endpoint-Based Asset Discovery, and Security Operations Platforms.

The City of Deerfield Beach is applying for the FY 24 Florida Digital Service Grant. In alignment with the City's key priority of Modernizing City Processes and Infrastructure, the Information Technology Department intends to use the funds for creating a more secure enterprise. The three capabilities we are requesting are:

Network-Based Asset Discovery - This focuses on identifying devices from a network perspective, helping administrators gain visibility into all network-connected assets.

Endpoint-Based Asset Discovery - This capability safeguards individual devices from cyber threats by preventing, detecting, and responding to malicious activities in real-time.

Security Operations Platforms - Centralizing security operations, this platform enables continuous monitoring, threat detection, and coordinated incident response across digital infrastructure.

These items provide better visibility and real-time analytics, allowing the City to be more proactive. It will also allow the IT Services Department to be quicker to react if needed.

The estimated project cost is \$200,000, and the grant will cover 100% of this amount. The grant is for a 12-month period after installation. At the expiration of the grant in FY 2026, the City can reassess the need for the services, adjust the service levels and take on fiscal responsibility for maintaining the awarded solutions. IT Services will add this funding to its proposed budget accordingly.

The electronic application was submitted by city staff on May 16, 2024. An award decision is expected no later than early October 2024. It is recommended that the Commission approve the application and acceptance of the grant.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, ACTING THROUGH THE FLORIDA DIGITAL SERVICE, FOR LOCAL GOVERNMENT CYBERSECURITY GRANT PROGRAM FUNDING IN THE ESTIMATED AMOUNT OF \$200,000.00 TO FURTHER UDPGRADE THE CITY’S CYBERSECURITY INFRASTRUCTURE; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF THE GRANT IS AWARDED TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Management Services (“FDMS”), acting through the Florida Digital Service (“FLDS”), is the lead entity responsible for establishing standards and processes for assessing state agency cybersecurity risks and determining appropriate security measures; and

WHEREAS, Section 282.3185(4), Florida Statutes, requires each local government to adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, FLDS administers the Florida Local Government Cybersecurity Grant Program to provide assistance to local governments for the development and enhancement of cybersecurity risk management programs; and

WHEREAS, in alignment with the City’s key priority of modernizing City processes and infrastructures, the Department of Information Technology desires to submit a grant application for Network-Based Asset Discovery, Endpoint-Based Asset Discovery, and Security Operations Platforms (collectively, the “Solutions”); and

WHEREAS, by obtaining these Solutions, the City will have the opportunity to create a more secure enterprise, which will provide better visibility and real-time analytics, allowing the City to be more proactive and reactive in addressing cybersecurity threats; and

WHEREAS, the grant is for a 12- month period after installation of these Solutions, and the estimated project cost is \$200,000.00; and

WHEREAS, the City will be required to take on fiscal responsibility for maintaining the Solutions in Fiscal Year 2026, which the Department of Information Technology will budget for accordingly; and

WHEREAS, the City will submit a grant application to FDLS to fund 100% of the Total Project Cost (the “Grant Application”); and

WHEREAS, the City is seeking funding in the amount of \$200,000.00 (the “Grant”) from the Cybersecurity Grant Program; and

WHEREAS, staff recommends the City Commission approve the submission of the Grant Application to FDLS, and authorize execution of a grant agreement with FDMS, if the Grant is awarded to the City.

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

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

Section 2. The City Commission hereby approves the submission of the Grant Application to FDMS/FLDS for the Grant in the amount of \$200,000.00 for the Solutions. The City Manager is authorized to sign and submit the Grant Application.

Section 3. If the Grant is awarded to the City, the City Commission hereby authorizes the appropriate City officials to execute a Grant Agreement with FDMS, subject to the terms of the Grant agreement being 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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-256

Agenda Date: 6/4/2024

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 the issuance of a purchase order with Tennant Sales and Service Company for the purchase of a Tennant S30 Rider Sweeper, utilizing the Equalis Group Cooperative/Region 10 ESC Contract No. R10-1137B in the amount of \$67,897.64; providing for execution and an effective date. (Funds from Account #399-7020-539-64-20 - Capital Projects - Parks Maintenance/Automobile Vehicular)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$67,897.64

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

Account Number: Capital Projects-Parks Maintenance/Automobile Vehicular

Background/History

The City currently utilizes a 2017 Tennant Beach sweeper that is used for daily cleaning and maintenance of Ocean Way, beach parking lots/areas, and storm cleanup of beach sand and debris. Due to the corrosive environment, the sweeper has experienced severe deterioration and has required excessive repairs. Although staff has employed regular and preventative maintenance and taken measures to keep the machine in good working condition, it is approaching a state beyond its useful life and needs replacement. The City has been afforded savings in vehicle/equipment purchases due to back-ordered items and replacement selections that were a more cost-effective option and this item is within the budget savings.

Current Activity

Under Section 38-116(3)(b)(11) of the City's Procurement Code, the City is authorized to acquire or contract for non-real property, goods, or services where the City participates in cooperative joint procurement acquisitions. The City is a member of the Equalis Group public sector purchasing cooperative. The recommended procurement method for the beach sweeper is the Equalis Group Contract No. R10-1137B. Region 10 ESC, the Lead Agency, issued RFP #R10-1137 for Custodial Equipment on May 20, 2022, and subsequently entered into Contract #R10-1137B with Tennant based upon the Equalis Group Contract. The use of this contract provides the City with economies of scale, bulk purchase buying power, and more expedient manufacturing and delivery. In accordance with the proposed strategy and the unit replacement plan, staff has identified the appropriate unit to purchase next and obtained a contract quote for the Tennant Vacuum Sweeper, which is attached. The current lead time is 4 to 6 months for new equipment.

Recommendation

Staff recommends that the City Commission authorize the purchase of this equipment.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER WITH TENNANT SALES AND SERVICE COMPANY FOR THE PURCHASE OF A TENNANT S30 RIDER SWEEPER, UTILIZING THE EQUALIS GROUP COOPERATIVE/ REGION 10 ESC CONTRACT NO. R10-1137B IN THE AMOUNT OF \$67,897.64; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Department of Parks and Recreation (the “Department”) is currently utilizing a 2017 Tennant Beach Sweeper (the “Existing Sweeper”) to perform daily cleaning and maintenance of Ocean Way, beach parking lots and areas, and for storm cleanup of beach sand and debris; and

WHEREAS, due to the corrosive environment, the Existing Sweeper has experienced severe deterioration and corrosion; and

WHEREAS, although regular and preventative maintenance has been conducted, the Existing Sweeper is approaching a state beyond its useful life and needs to be replaced; and

WHEREAS, Section 38-116(3)(b)(11) of the City’s Procurement Code regarding cooperative acquisitions states that “[t]he city may acquire or contract for non-real property, goods, or services where the city participates in joint procurement of non-real property, goods, or services with other public entities...” and exempts such cooperative purchases from the competitive selection requirements; and

WHEREAS, the City is seeking to contract with Tennant Sales and Services Company (“Tennant”) for the purchase of one Tennant S30 Rider Sweeper (the “Rider Sweeper”) utilizing the terms of the Equalis Group Contract No. R10-1137B, issued through Region 10 ESC as the lead agency, which initial term of the contract is from September 1, 2022 to August 31, 2025 (the “Equalis Contract”); and

WHEREAS, the City is a member of the Equalis Group public sector purchasing cooperative; and

WHEREAS, Tennant has agreed to provide the Rider Sweeper to the City based upon the terms and pricing of the Equalis Contract, attached as Exhibit “1”, for a cost of \$67,897.64; and

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

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order with Tennant for the purchase of the Rider Sweeper utilizing the Equalis Contract in the amount of \$67,897.64.

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

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

Section 2. The City Commission hereby approves the issuance of a Purchase Order to Tennant for the purchase of the Tennant S30 Rider Sweeper, utilizing the terms of the Equalis Contract in the total amount of \$67,897.64.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



June 22, 2022

Equalis Group

Attention: Contract Officer

Subject: Tennant Sales and Service Company (TSSC) Response to RFP #R10-1137

Contracting Officer,

Tennant Sales and Service Company looks forward to a successful relationship with Equalis Group. To that end, Tennant respectfully requests the opportunity to clarify terms of the enclosed offer:

Tennant Sales and Service Company has included its contract contingent condition and term and other exceptions on Proposal Form 19.

TSSC intends to promote the use of this Cooperative to State and Local government entities only, and not Federal government end users. TSSC currently utilizes other Federal government contracts for Federal end users and/or State and Local end users utilizing Federal funds.

TSSC intends to request product adds for Factory Direct Preventative Maintenance Plans, Autonomous Floor Scrubbers, and possible other products by end of 2022.

Thank you for this opportunity and if these clarifications are not satisfactory, please do not hesitate to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Olson", with a stylized flourish at the end.

Garrett Olson
Government Contract and Bid Admin
Tennant Sales and Service Company
763-513-2521

10400 Clean Street
Eden Prairie, MN 55344-2650

T: 763.540.1200

F: 763.540.1437

tennantco.com

REQUEST FOR PROPOSAL #R10-1137 FOR: CUSTODIAL EQUIPMENT AND SERVICES

May 20, 2022

Section One:

Part A – Introduction & Scope

Part B – Instructions to Respondents

SECTION ONE: PART A – INTRODUCTION AND SCOPE	6
1. BACKGROUND ON REGION 10 EDUCATION SERVICE CENTER.....	6
2. ROLE OF THE EQUALIS GROUP.....	6
3. PUPOSE OF REGION 10 ESC.....	6
4. CUSTOMER SERVICE.....	6
5. PRODUCTS AND SERVICES COVERED (SCOPE)	7
6. PRICING	7
SECTION ONE: PART B – INSTRUCTION TO RESPONDENTS AND AWARD PROCESS.....	9
7. SUBMISSION FORMAT AND COMMUNICATION.....	9
8. ADDENDA.....	11
9. CALENDAR OF EVENTS.....	11
10. CONDITIONS OF SUBMITTING PROPOSALS.....	11
11. AWARD PROCESS.....	13
12. TAXES.....	15
13. PROTEST OF NON-AWARD	15
14. NON-COLLUSION, EMPLOYMENT AND SERVICES	15
15. LIMITATION OF LIABILITY.....	15

REQUEST FOR PROPOSAL FOR CUSTODIAL EQUIPMENT AND SERVICES

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1110



Publication date	05/20/2022
Product or service	Custodial Equipment and Services
RFP #	R10-1137
Proposal due date	06/23/2022
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login
Principle contract officer	Mr. Clint Pechacek Purchasing Consultant
Public opening location	Region 10 ESC 400 E. Spring Valley Rd. Richardson, TX 75081

Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of Custodial Equipment and Services. Responses will be accepted until 06/23/2022 at 2:00 PM. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at clint.pechacek@region10.org by 4:00 pm Central Time on June 22nd, 2022, to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2:00 pm Central Time on June 23rd, 2022 after all submissions have been received.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

This RFP consists of three sections and one Excel attachment:

Section One:

- Part A – Introduction and Scope
- Part B – Instruction to Respondents and Award Process

Section Two:

- Proposal Submission and Required Forms

Section Three:

- Part A – Vendor Contract and General Terms and Conditions
- Attachment A – Equalis Group Administrative Agreement
- Attachment C – State Notices

Attachment B

- Pricing

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MASTER AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for Custodial Equipment and Services for use by public agencies supported under this contract ("Members"). Region 10 ESC, as the Lead Agency (as defined in Section Three; Attachment A, Equalis Group Administrative Agreement), has come together with Equalis Group to make the resultant contract (also known as the "Master Agreement") from this Request for Proposal available to other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization ("Public Agencies"), for the public benefit through the Equalis Group's cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group's cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor ("Supplier") that promotes the successful vendors' products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to multiple competitive solicitations.

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SECTION ONE: PART A – INTRODUCTION AND SCOPE

1. BACKGROUND ON REGION 10 EDUCATION SERVICE CENTER

- 1.1. Region 10 Education Service Center (“Region 10 ESC” herein “Lead Agency”) on behalf of itself and, potentially, to all other public agencies, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization (“Public Agencies”) solicits proposals from qualified Respondents to enter into a Vendor Contract (“Contract”) for the goods or services solicited in this invitation.
- 1.2. Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

2. ROLE OF THE EQUALIS GROUP

- 2.1. Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the Member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

3. PUPOSE OF REGION 10 ESC

- 3.1. The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10’s intent to:
 - Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
 - Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
 - Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
 - Provide quick and efficient delivery of goods and services.
 - Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
 - Help in assisting customers with use of best business practices.

4. CUSTOMER SERVICE

- 4.1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
- 4.2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
- 4.3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

5. PRODUCTS AND SERVICES COVERED (SCOPE)

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Custodial Equipment and Services. Respondents are encouraged to propose their complete catalog of products and services where available, including but not limited to the following:

5.1. **Products, Equipment & Supplies:**

- Products & Equipment: Including, but not limited to floor sweepers, scrubbers, extractors, vacuums, burnishers, pressure washers, air blowers/dryers, and any other custodial cleaning product or equipment.
- ~~Parts & Supplies: Including, but not limited to belts, brushes, wheels, filters, pads, batteries, chargers, detergents, and any other replacement parts or supplies for the scope defined herein.~~

5.2. ~~**Services & Turnkey Solutions:**~~

- ~~Services Plans: Service plans or other offering to maintain and/or protect or insure equipment as defined in this scope.~~
- ~~Warranty Services: Extended parts & labor and any other warranty service.~~
- ~~Financial Services: Leasing, rental, prompt and pre payment discounts, or any other financial services related to the scope defined herein.~~

6. PRICING

- 6.1. **Attachment B:** All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, leasing plans, rental plans, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Respondents have the option to propose pricing in all or any of the following.
- 6.2. **Price value and coverage:** Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.
- 6.3. **Auditable Pricing.** It is the responsibility of the Bidder to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all products and/or services to be considered for award. Some examples include but are not limited to:
 - Line-item or fixed pricing: In this format, individual products or services are offered at specific contract prices.
 - Percentage Discount from Catalog or Category: In this scenario, the catalog or category used as the price basis must be verifiable through a published or easily accessible price list where agencies can audit to verify they are receiving the correct contract pricing.
 - Other Discounts or Enhanced Pricing: Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to

participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

- Other Restrictions and Fees: All other fees or restrictions must be provided. Examples such as minimum order sizes, restocking fees, lease and rental structures and/or any other relevant fee or restriction that may be associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

- 6.4. **All products and services must be priced**: All products and additional services such as installation, delivery, tech support, training, and other services must be priced. Any service provided free of charge should be listed in order to be included on any resulting contract award.
- 6.5. **Not to Exceed Pricing**: Region 10 ESC requests pricing be submitted as not to exceed for any participating entity. Unlike fixed pricing, the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Vendor must allow for lower pricing to be available for similar product and service purchases.
- 6.6. **Administrative Fees**. Pricing provided shall include the administrative fee paid to Equalis Group.
- 6.7. **Cost Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal**. Cost Plus can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Members using Federal Grant Funds to purchase the products or services offered.

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SECTION ONE: PART B – INSTRUCTION TO RESPONDENTS AND AWARD PROCESS

7. SUBMISSION FORMAT AND COMMUNICATION

- 7.1. It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.
- 7.2. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.
- 7.2..1. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the Members and to waive any informality in the proposal process. Respondents are responsible for making certain proposals are submitted in the Bonfire portal completed by the deadline. Region 10 ESC is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel in order to be considered.
- 7.2..2. Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Section Two, Proposal Form #19).
- 7.3. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.
- Responses should be consolidated into one PDF file for the RFP response and one Excel file for the Pricing Attachment response. No links, embedded files, or alternative formats (such as Adobe Portfolio attachments) are allowed. Any information that is not readable in the Bonfire PDF viewer or in the Excel pricing file will not be considered by the evaluation committee.
- 7.4. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.
- 7.5. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted in the [Bonfire procurement application](#). All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

- 7.6. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

7.6..1. The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

7.6..2. Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

7.6..3. The communications prohibition shall not apply to the following:

- Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board

- 7.6..4. Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives. Communication with any employee of Equalis Group

8. ADDENDA

- 8.1. If required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

9. CALENDAR OF EVENTS

Event	Date:
Issue RFP	05/20/2022
Deadline for questions	06/09/2022
Issue Addendum/a (if required)	06/10/2022
Proposal Due Date	06/23/2022
Approval from Region 10 ESC	08/20/2022
Contract Effective Date	09/01/2022

10. CONDITIONS OF SUBMITTING PROPOSALS

- 10.1. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.
- 10.2. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.
- No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.
- 10.3. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further

consideration nor will it provide any information about other Respondents' proposals or prices.

- 10.4. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.
- 10.5. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.
- References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
- 10.6. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.
- However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.
- 10.7. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- 10.8. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. **The prospective vendor must submit a signed Vendor Signature Form with the response,** thus eliminating the need for a formal signing process.
- 10.9. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this

solicitation. The annual volume for this contract is estimated to be over \$20 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

- 10.10. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. To assure any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- 10.11. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating Members. Region 10 ESC and participating Members reserve the right to obtain like goods and services from other sources.

11. AWARD PROCESS

- 11.1. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to Member, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.
- 11.2. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:
- Products/Pricing (30 Points)
 - Coverage of products and services
 - Ability of offered products and services to meet the needs requested in the scope
 - Pricing for all available products and services, including warranties, leasing options, and rental options if applicable
 - Ability of Customers to verify that they received contract pricing
 - Payment methods
 - Other factors relevant to this section as submitted by the Respondent
 - Performance Capability (25 Points)
 - Overall product and service solutions being offered
 - Ability to provide products and services nationally
 - History of meeting the shipping and delivery timelines
 - Response to emergency orders and maintenance repair/requests

- Ability to meet the service and warranty needs of members
- Customer service/problem resolution
- Financial condition of vendor
- Capabilities related to ordering, returns, reporting
- Contract implementation/Customer training
- Other factors relevant to this section as submitted by the Respondent
- Qualification and Experience (25 Points)
 - Respondent reputation in the marketplace
 - Past relationship with Region 10 ESC and/or Region 10 ESC members
 - Experience and qualification of key employees
 - Past experience working with the public sector
 - Exhibited understanding of cooperative purchasing
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
 - Minimum of 5 public sector customer references relating to the products and services within this RFP
 - Certifications in the Industry
 - Company profile and capabilities
 - Other factors relevant to this section as submitted by the Respondent
- MWBE Status and/or Program Capabilities (10 Points)
 - MWBE status, subcontractor plan, and/or joint venture program
 - Good faith efforts to involve MWBE subcontractors in response
 - Demonstrated ongoing MWBE program
- Value Add (10 Points)
 - Marketing plan and capability
 - Location and number of salespersons who will work on this contract
 - Sales force training
 - Other factors relevant to this section as submitted by the Respondent

11.3. Competitive Range

- It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

11.4. Evaluation Committee

- A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

11.5. Past Performance

- A vendor's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining

whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

12. TAXES

- 12.1. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation.

13. PROTEST OF NON-AWARD

- 13.1. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with Mr. Clint Pechacek at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

14. NON-COLLUSION, EMPLOYMENT AND SERVICES

- 14.1. By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:
- It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 - It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

15. LIMITATION OF LIABILITY

- 15.1. **WAIVER:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ADMINISTRATORS OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN

CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

- 15.2. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

REQUEST FOR PROPOSAL #R10-1137 FOR: CUSTODIAL EQUIPMENT AND SERVICES

May 20, 2022

Section Two: Proposal Submission, Questionnaire and Required Forms

Proposal Form Checklist.....	3
PROPOSAL FORM 1: ATTACHMENT B – PRICING.....	4
PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA.....	5
PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES.....	11
PROPOSAL FORM 4: CLEAN AIR WATER ACT	12
PROPOSAL FORM 5: DEBARMENT NOTICE	13
PROPOSAL FORM 6: LOBBYING CERTIFICATION	14
PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS	15
PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS.....	16
PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295	17
PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION	18
PROPOSAL FORM 11: RESIDENT CERTIFICATION	19
PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM	20
PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS	26
PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)	28
PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT	29
PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)	30
PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM	33
PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION	38
PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM	39
PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT.....	40
PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE	41
PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM	42

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ **PROPOSAL FORM 1: ATTACHMENT B - PRICING**

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ **PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☒ **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☒ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**
- ☒ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☒ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☒ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
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- ☒ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☒ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☒ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☒ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Tennant Sales and Service Company (TSSC)
	<i>What is the mailing address of your company's headquarters?</i>	10400 Clean St, Eden Prairie, MN 55344
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	<u>Primary POC</u> Garrett Olson Government Contract and Bid Administrator TennantBid@tenantco.com 800.553.8033 <u>Secondary POC</u> James Hamrick Government Channel Manager James.hamrick@tenantco.com 704.534.5510
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	TSSC will be selective on which products to add in the future but TSSC's current intent is to add additional products and/or services to this contract that are proportionate to contract pricing offered herein at a later date.
	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	At this time no but, if we do in the future, we will notify Equalis before any possible promotions are planned.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/service s and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	All Industrial Cleaning Equipment Products that TSSC would like to promote with this contract at this time are listed in attachment B. TSSC intends to request product adds for Factory Direct service and other equipment at a later date.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	TSSC listed Current List Price > Discount % > Equalis Price to End Users. Given most of our equipment is highly configurable, list price for each machine can be requested on a case by case basis from a TSSC local sales representative.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include</i>	Invoices will be issued once the machine ships from the manufacture plant. Payment Terms are Net 30.

	<i>the overall process for agencies to make payments</i>	
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Overall product and service solutions being offered	<i>Please outline provide an overview of your products, equipment and related parts and supplies. Include the features and benefits your products provide. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i>	TSSC is offering Industrial grade cleaning equipment to State & Local End User (within the lower 48 states) by utilizing the Equalis Cooperative. Said cleaning equipment is either a riding or walk behind sweeper, sweeper/scrubber, or scrubber equipped to clean in an industrial environment. All machine offerings are highly configurable to meet the needs of a wide variety of customers.
	<i>Please outline any other services you provide such as maintenance, service plans, equipment rentals, financial services, etc.</i>	At this time we are not responding with Tennant Direct Factory Service but intend to request a modification product add at a later date.
Ability to deliver, design, and install products and services	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	TSSC intends to sell cleaning equipment through the Equalis Cooperative to State and Local government entities within CONUS (Lower 48 states which does not include Hawaii and Alaska).

	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	TENNANT COMPANY CORPORATE HEADQUARTERS 10400 Clean Street Eden Prairie, MN 55344-2650 USA Telephone: 763-540-1200 Customer Service Telephone: 1-800-553-8033 Fax: 763-513-2142 TENNANT COMPANY - PLANT 1 701 Lilac Drive N Golden Valley, MN 55422 USA Telephone: 763-540-1200 Fax: 763-513-2142 TENNANT COMPANY COMMERCIAL, USA 12875 Ransom Street Holland, MI 49424 USA Telephone: 616-994-4000 Fax: 1-616-994-412 TENNANT COMPANY – PARTS AND CONSUMABLES 5607 National Turnpike Louisville, KY 40214 (502) 380-8590
History of meeting the shipping and delivery timelines	<i>Outline the method in which your products are delivered to customers, including whether your products are provided through dealers or distributors.</i>	Tennant Company has a wide variety of dealer and distribution networks however for this contract TSSC will only be sold direct through the Equalis Cooperative. For Industrial Cleaning Equipment, TSSC works primarily with LOGIX (carrier) for deliveries however we can source other carriers if needed.
	<i>Indicate the typical timeframe for products to be received after an order is placed. If you are experiencing problems due to recent supply chain issues, please indicate the current time</i>	Like most companies, TSSC is experiencing supply chain constraints that have affected lead times. Lead times for each type of industrial cleaning equipment vary. Prior to Supply Chain constraints, TSSC's average lead time was generally between 10-15 weeks depending on the machine make and model. TSSC strives to return to historical lead times but there is currently no clear assurance of that happening any time soon. However, now current lead times are as followed and could possibly fluctuate even more.

frames you are seeing, and your historical time frame prior to the supply chain issues.

Type	Family	Model	Current Lead Time (weeks)	Notes
Scrubbers/ Sweeper Scrubbers	Scrubber	T16	24-25	
	Scrubber	T16AMR	24-25	
	Sweeper/Scrubber	M17	48-49	
	Scrubber	T17	48-49	
	Sweeper/Scrubber	M20	45-46	
	Scrubber	T20	45-46	
	Sweeper/Scrubber	M30	45-46	
Sweepers	WB Sweeper	S10	15-16	
	Rider Sweeper	6100	22-23	
	Rider Sweeper	S16	53-54	
	Mid-Size Sweeper	S20	38-39	
	Mid-Size Sweeper	S30	38-39	
	Large Sweeper	800	38-39	

NOTES:

Custom Specials WILL Affect Lead Times

Leadtimes are for SINGLE units only, for larger deals please coordinate through Customer Service

Leadtimes DO NOT include transit time

Please contact customer service to expedite orders

					Current BTO Lead
Type	Line	Family	Model	Time	Comments
Scrubbers	34	Rider Scrubber	T7	46	
	58		T12	66	
	65	Robotic Scrubber	T7AMR	11	
	67		T380AMR	11	
	55	WB Scrubber	T2/2001	28	
	61		T300/SS300/T300e	63	
	62		T500/SS500/T500e	56	
	64		T600/T600e	108	
	63	Stand Up Scrubber	T350/SS350	59	
	57	Rider	B10/SGR	34	
Burnishers	60	WB Burnisher	B5/B7/SG5/SG7	58	
	50	WB Sweeper	3640	4	

NOTES:

Lead times indicate the next available day a machine will be available for shipment.
 Logix consolidates and ships machines weekly on Thursday and Friday.
 LTL crated machines pick up and ship daily.

Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	TSSC will sometimes receive emergency request for delivers to be completed and invoiced by a certain date. If and when that happens, TSSC evaluates what the previous expectations were when the sale was initially discussed, when the equipment was sold and processed, current supply chain constraints for that particular make and model, logistic variables and considerations, and how efficiently TSSC can react from a production stand point. Once all that information is evaluated than TSSC will respond to the customer with options on how to resolve their request.
Ability to meet the warranty needs of members	<i>Describe the warranty, including equipment, parts, labor, software, hardware and any other service or equipment that would require a warranty. Include how you support the warranty.</i>	Warranty information for all products being offered is detailed in appendix B. TSSC will utilize Factory Direct service or authorized service dealers to address and repair any warranty related repairs.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	Hours of operation: 7:00-6:00 CST, 800-553-8033 We resolve issues by team in a timely manner depending on the issue at hand. TSSC Customer Service center is in Minneapolis, Minnesota. (TSSC Headquarters)
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	Please see parent company, Tennant Company's 10K https://s2.q4cdn.com/547804565/files/doc_financials/2021/q4/49212f0b-7d83-4f09-ad80-dd6287c91bbf.pdf
	<i>What was your annual sales volume over last three (3) years?</i>	Please see parent company, Tennant Company's 10K https://s2.q4cdn.com/547804565/files/doc_financials/2021/q4/49212f0b-7d83-4f09-ad80-dd6287c91bbf.pdf
Capabilities related to ordering, returns and reporting	<i>Provide relevant information regarding your ordering process, reporting process.</i>	TSSC will quote a customer the Equalis agreed upon price using a TSSC SAP quote format. Once the customer responds with a form of payment, TSSC customer service will enter that order into production to begin the build process.

	<i>Include any specific consultation you provide to customers during this process.</i>	
Training & Implementation	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	Nationwide, It is standard procedure for TSSC to provide training for a Tennant sold product(s) once the machine has been delivered and invoiced. Training is available upon request. TSSC can provide virtual training, training videos, or more commonly onsite face to face training conducted by a TSSC representative.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Tennant is able to run reports specific to individual locations which is based on their customer number.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Please see attached form providing Safety Record, Rating, and EMR information.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.tennantco.com
	<i>Please provide a brief history of your company, including the year it was established.</i>	Tennant Sales and Service Company, founded in 2000, is a wholly owned subsidiary of Tennant Company. Founded in 1870 by George H. Tennant, Tennant Company began as a one-man woodworking business, evolved into a successful wood flooring and wood products company, and eventually into a manufacturer of floor cleaning equipment. Throughout its history, Tennant has remained focused on advancing our industry by aggressively pursuing new technologies and creating a culture that celebrates innovation. Today, Tennant is a global leader in designing, manufacturing and marketing solutions that help create a cleaner, safer, healthier world.

		OUR BEGINNING George H. Tennant opens his small woodworking shop in northeast Minneapolis 1870 Tennant begins producing motorized floor cleaning equipment 1932 Tennant Company engineers invent the first vacuum-equipped power sweeper for industrial use 1947 Tennant develops the first "built from the ground up" riding scrubber 1963 Tennant introduces the predecessor to the sweeper/scrubber, making Tennant units the most versatile in the world 1970 Tennant introduces its first walk-behind scrubber 1978 Tennant wins Seven Wonders of the World award for its Eco line of nonsolvent coatings (available in North America) 1990 Tennant Company introduces ReadySpace® quick-drying carpet cleaning technology 2002 Tennant introduces FaST® Foam-activated Scrubbing Technology for hard floor surfaces 2004 Tennant Company launches revolutionary Orbio® 5000-Sc to replace many daily-use conventional cleaning chemicals 2008 Tennant introduces ec-H2O™ technology that electrically converts water into an innovative cleaning solution 2012 Tennant Company introduces ec-H2O NanoClean®, the next generation of sustainable cleaning with breakthrough nanobubble technology 2014 Tennant Company introduces the small, simple, and affordable Orbio® os3 system and its innovative satellite system to make on-site generation of daily-use cleaning and disinfecting solutions fit in most janitorial closets 2015
Past relationship with Region 10	Have you worked with Region 10 in the past? If so, what was the	No

ESC and/or Region 10 ESC members	<i>timeframe for that work?</i>	
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable</i>	NA
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	Roughly \$30 million YRY through a variety of sales channels
	<i>What is your strategy to increase market share in the public sector?</i>	Either by Direct or Distribution channels, easing the procurement process for public sector customers by offering contracts and/or cooperatives that can satisfy procurement needs and avoid bid processes.
Past experience in JOC estimation	<i>What is your past experience working with JOC estimation, if any?</i>	NA
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	There are no material pending or past legal proceedings other than ordinary routine litigation incidental to the Company's business.
Minimum of 5 public sector customer references relating to the products and	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3</i>	Robert Mazola NYC Transit 1997 Broadway Brooklyn NY 718 577-3951 Robert.mazzola2@nyct.com

services within this RFP	<i>years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	Several hundred pieces of equipment over the last 30 years Joe LaMarca NYC Housing Authority 23 Ash St Brooklyn NY Joseph.lamarca@nycha.NYC.gov Through the last 35 years NYC Housing Authority has purchased hundreds of midsize sweepers cleaning developments across the it apple Anthony Zessman Project Manager Bus Maintenance Metro Transit P. 612-349-5073 C. 612-965-0421 Anthony.Zessman@metrotransit.org Purchased and utilizes Tennant Equipment Alabama State Port Authority Steve Starnes - Facility Manager over Central Garage Mobile, AL 251-599-3671 sstarnes@asdd.com 20-30 years as a Tennant Customer Consistent customer purchases large sweeper/scrubbers for various buildings City of High Point Greg Nance MPF Supervisor High Point, NC 336-883-3597 greg.nance@highpointnc.gov Purchased (2020) and uses Tennant Equipment Birmingham Parking Authority James Murkenson Birmingham Alabama 205-321-7058 J.MERKERSON@BHAMPARKING.COM 10 years Purchased and uses Tennant Equipment
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		Baltimore County Revenue Authority Chris Sirolli Parking Div. Mgr. Csirolli@bcramd.com (410) 887-3127 ext. 3127 Over the last 20 plus years, they use the M30s to maintain their County owned garages Baltimore Convention Center Phil Costa Dir. pcosta@bccenter.org (443) 814-0925 Over the last 20 plus years, they maintain the center with a variety of Tennant Equipment
Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	Contractor is not required to obtain licenses for the services it provides, however it is registered to do business in all U.S. states and will provide any available evidence upon request.
Company profile and capabilities	<i>What best describes your position in the</i>	Manufacturer

	distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other	
Other factors relevant to this section as submitted by the Respondent	If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.	Tennant Sales and Service Company is 100% owned by Tennant Company.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone	NA
	Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?	NA
Please attach any certifications you have as part of your response to Form 6.		

Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	NA
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	NA.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	As far as marketing strategy, we do not promote contracts we have, but will do joint marketing when appropriate. Normal efforts include paid & organic social, PR, email. Could include outbound calling, direct mail, etc, depending on budget and targets

	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Once awarded, TSSC Government Channel Manager will make both parties aware of the new contract and, at the same time, work with TSSC's dedicated Equalis POC(s) to develop and strategize a plan to implement sales training for TSSC sales representatives. Once a plan is in place, the TSSC Government Channel Manager will conduct virtual sales training alongside TSSC's Equalis representative on the Equalis Cooperative. Ongoing and regional virtual focused group trainings will take place as well and as needed throughout the tenure of the contract.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Yes, TSSC agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	We have a system in place to capture orders that meet the agreement requirement. We currently report on several other contracts on a monthly basis.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We are unable to disclose information on our current contracts. However, we do have several with monthly and quarterly reporting requirements.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this</i>	Once awarded, TSSC sales will promote the utilization of this contract to new public sector customers during the individual preliminary stages of the sales cycle. The goal will be to make the end user(s) aware that by utilizing the Equalis Cooperative they can satisfy their procurement needs and make a product specific purchase in an effort to avoid a bid process.

	<i>contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	As it pertains to existing TSSC customers, once an existing end user makes TSSC aware of their interest to procure a product form Tennant TSSC will make the end user aware of the new option to utilize the Equalis Cooperative for consideration.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Roughly 100 plus TSSC sales representatives (Specific to TSSC's Industrial side of the business) live and work throughout CONUS (Lower 48 States). TSSC sales representative's continually sale and support into focused territories broken up by area codes.

Standardized Pre-Qualification Form (PQF)

GENERAL INFORMATION			
1. Company Name: Tennant Sales and Service Company		Telephone: 800-553-8033	Fax: 763-513-2179
Street Address: 10400 Clean Street		Mailing Address: PO BOX 1452	
Eden Prairie, MN 55344-2650		Minneapolis, MN 55440-1452	
		Web site: www.tennantco.com	
2. Officers		Years With Company	
President: Dave Huml			
Vice President: Brian Leland			
Treasurer: Vicki Haugen			
3. How many years has your organization been in business under your present firm name? 22			
4. Parent Company Name: Tennant Company			
City: Minneapolis	State: MN	Zip: 55422	
Subsidiaries:			
5. Under Current Management Since (Date): 7/21/2020			
6. Contact for Insurance Information: Todd Volk			
Title: Risk and Business Cont Manager	Telephone: 800-553-8033	Fax: 763-513-1776	
7. Insurance Carrier(s): Sentry Insurance			
Name	Type of Coverage	Telephone	
Sentry	GL and Automobile		
Sentry	WC & Emp Liab		
8. Are you self insured for Worker's Compensation Insurance? Yes ☐ No ☒			
9. Contact for Requesting Bids: Customer Service		Title: CSR	
Telephone: 800-553-8033	Fax: 763-512-2142	E-Mail: csparts@tennantco.com	
10. PQF Completed By: Charles Peterson		Title: Contracts Analyst	Date: 6/21/2022
Telephone: 800-553-8033 x1014	Fax: 763-513-1776	E-Mail: customercontracts@tennantco.com	

ORGANIZATION

11. Form of Business: Sole Owner ☐ Partnership ☐ Corporation ☒

Date and State of Incorporation: 10/10/2000 in MN

12. Percent Minority/Female Owned: N/A

EEO Category: N/A

13. A. Describe Services Performed: Conduct Break/Fix and Preventative maintenance on scrubbing/sweeping equipment.

- | | |
|--|---|
| ☐ Construction | ☒ Original Equipment Manufacturer and Maintenance |
| ☐ Construction Design | ☐ Service work (e.g., janitorial, clerical, etc.) |
| ☐ Original Equipment Manufacturer and Installer | ☐ Turnaround |
| Maintenance | ☐ Engineering |
| ☐ Specialty Maintenance | ☐ Other: |
| ☐ Manpower and Resource | |

B. Work Categories

Check the categories in which you are interested in bidding and in which you are qualified to perform work. Attach additional information clarifying your capabilities and specialties.

(C) denotes work done by company employees (S) denotes work done by subcontractors

C S **1. Air Conditioning/Refrigeration**

- ☐ Comfort Cooling/HVAC
☐ Process Refrigeration

C S **2. Buildings**

- ☐ Remodeling
☐ New (steel, brick, block, other)

C S **3. Cleaning**

- ☐ Industrial
☐ Janitorial

C S **4. Civil**

- ☐ Concrete
☐ Excavation/Grading Paving
☐ - Asphalt
☐ - Concrete

C S

☐ **5. Demolition/Dismantling**

C S ☐ **6. Electrical**

- ☐ General
☐ High-voltage/High-line
☐ Heat Tracing
☐ Cathodic Protection
☐ Grounding Systems

C S **7. Inspection & Testing**

- ☐ General NDT
☐ Radiography
☐ Infrared Scanning
☐ Eddy Current Testing
☐ Acoustic Emission
☐ Column Scanning
☐ Civil/Soils
☐ High Voltage Electrical
☐ Electrical Ground Inspection
☐ Fiberglass Inspection

C S

☐ **8. Scaffolding**

☐ **9. Scale Maintenance**

☐ **10. Structural Steel Fab/Erection**

☐ **11. Tank – Field Erection**

C S **12. Instrumentation**

- ☐ General
☐ DCS Control Systems

C S **13. Insulation**

- ☐ General
☐ Asbestos Abatement

C S **14. Linings/coatings for:**

- ☐ Metal
☐ Concrete

C S **15. Field Maintenance**

- ☐ General
☐ Hot Tap/line stops
☐ Leak Sealing (online)
☐ Field Machining
☐ Tank/Vessel Code
☐ Boiler Code
☐ Exchanger Retubing
☐ Rotating Equipment
☐ Valve
☐ Cooling Tower
☐ High Alloy Welding (list type)
☐ Lead Lining
☐ Glass Lining
☐ Heat Treating
☐ Nonmetallic materials
☐ Pipe Fabrication
☒ Mobil Equipment Repair

C S

☐ **16. New Construction**

C	S	☐ 17. Painting ☐ 18. Refractory/Acid Brick ☐ 19. Rigging/Equipment Erection
C	S	20. Consulting ☐ Mechanical ☐ Electrical ☐ Chemical ☐ Metallurgical ☐ Controls
Describe Additional Services Performed: MAINTENANCE & REPAIR TO FLOOR CLEANING EQUIPMENT AND FLOOR COATING SOLUTIONS		
14. A. Do you normally employ? Union Personnel ☐ Non-Union Personnel ☒ Leased Personnel ☐ If union, list trades/locals:		
B. Average number of employees for last 3 years 940		
15. Annual Dollar Volume for the Past Three Years:		YR: 2021 \$1,090 M
		YR: 2020 \$ 1,001 M
		YR: 2019 \$ 1,138 M
16. Largest Job During the Last 3 Years: \$673,080.00		
17. Your Firm's Desired Project Size: BASED ON CLIENT NEEDS		Maximum \$:
		Minimum \$:
18a. D&B Financial Rating: 5A2		18b. Annual Sales \$ 1,003,066,000
		18c. Net Worth: \$ 296,503,000
18d. DUNs #: 78-598-5198	Date: 07/27/2018	
		18e. Tax ID #: 41-1986217
19. Bank Line of Credit: \$	Bonding Capacity \$250,000	
Bank Reference(s): See Supplement Credit sheet		
20. Major jobs in progress:		
Customer/Location	Type of Work	Size \$
NATIONAL CUSTOMER BASED	SALES & SERVICES	
21. Major jobs completed in the past three years:		
Customer/Location	Type of Work	Size \$
See Supplemental Credit Sheet		
22. Are there any judgments, claims or suits pending or outstanding against your company? If yes, please attach details. Yes ☐ No ☒		
23. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings? If yes, please attach details		
		Yes ☐ No ☒

Describe Additional Services Performed: MAINTENANCE & REPAIR TO FLOOR CLEANING EQUIPMENT AND FLOOR COATING SOLUTIONS

14. A. Do you normally employ? Union Personnel ☐ Non-Union Personnel ☒ Leased Personnel ☐

If union, list trades/locals:

B. Average number of employees for last 3 years 940

15. Annual Dollar Volume for the Past Three Years:	YR: 2021 \$1,090 M	YR: 2020 \$ 1,001 M	YR: 2019 \$ 1,138 M
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16. Largest Job During the Last 3 Years: \$673,080.00

17. Your Firm's Desired Project Size: BASED ON CLIENT NEEDS	Maximum \$:	Minimum \$:
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18a. D&B Financial Rating: 5A2	18b. Annual Sales \$ 1,003,066,000	18c. Net Worth: \$ 296,503,000
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18d. DUNs #: 78-598-5198	Date: 07/27/2018	18e. Tax ID #: 41-1986217
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19. Bank Line of Credit: \$	Bonding Capacity \$250,000	Bank Reference(s): See Supplement Credit sheet
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20. Major jobs in progress:

Customer/Location	Type of Work	Size \$	Customer Contact	Telephone
NATIONAL CUSTOMER BASED	SALES & SERVICES			

21. Major jobs completed in the past three years:

Customer/Location	Type of Work	Size \$	Customer Contact	Telephone
See Supplemental Credit Sheet				

22.	Are there any judgments, claims or suits pending or outstanding against your company? If yes, please attach details.
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Yes ☐ No ☒

23. Are you now or have you ever been involved in any bankruptcy or reorganization proceedings?

If yes, please attach details Yes ☐ No ☒

SAFETY & HEALTH PERFORMANCE

24. Workers Compensation Experience Modification Rate (EMR) Data

a. EMR is: ☒ Interstate rate ☐ Intrastate rate ☐ Monopolistic State rate ☐ Dual rate	b. EMR for three last years: (renews 5/1) YR: <u>22-23</u> EMR: <u>1.07</u> YR: <u>21-22</u> EMR: <u>0.92</u> YR: <u>20-21</u> EMR: <u>1.48</u>
c. State of Origin: MN	d. EMR Anniversary Date: May 1st
e. Standard Industrial Code (SIC): 7699, 2851, 3589	

25. Injury and Illness Data:

a. Total company employee hours worked last three years (excluding subcontractors)	Hours / Year	YR: <u>21</u>	YR: <u>20</u>	YR: <u>2019</u>
	Field			
	Total	<u>1,889,820</u>	<u>1,811,078</u>	<u>1,810,319</u>

b. Provide data (excluding subcontractor) using your OSHA 200 and 300 Forms from the past three (3) years:

Notes:

(1) Data should be total company data unless specifically requested by client.

(2) Combine injuries and illnesses from 200 Form as reported on 300 Form

(3) If your company is not required to maintain OSHA 200/300 forms, please provide information from your Worker's Compensation insurance carrier itemizing all claims for the last 3 years.

	YR: <u>21</u>		YR: <u>2020</u>		YR: <u>2019</u>	
	No.	Rate	No.	Rate	No.	Rate
Fatalities						
Rate = Number of Fatalities x 200,000 ÷ Total Employee Hours	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Lost workday case injuries and illnesses involving days away from work, or days of restricted work activity, or both.						
Rate = Total LW and restricted cases x 200,000 ÷ Total Employee Hours	<u>9</u>	<u>0.95</u>	<u>9</u>	<u>0.99</u>	<u>13</u>	<u>1.43</u>
Lost workday case injuries and illnesses involving days away from work.						
Rate = LW cases** x 200,000 ÷ Total Employee Hours	<u>9</u>	<u>0.95</u>	<u>9</u>	<u>0.99</u>	<u>10</u>	<u>1.10</u>
Injuries and Illnesses involving medical treatment only.						
Rate = Total Injuries and Illnesses involving medical treatment only x 200,000 ÷ Total Employee Hours	<u>9</u>	<u>0.95</u>	<u>6</u>	<u>0.66</u>	<u>4</u>	<u>0.44</u>
Total OSHA Recordable Injury and Illnesses Rate						
Rate = Total Injuries and Illnesses x 200,000 ÷ Total Employee Hours	<u>18</u>	<u>1.90</u>	<u>15</u>	<u>1.66</u>	<u>17</u>	<u>1.88</u>

26. Have you received any regulatory (EPA, OSHA, etc.), civil or criminal citations in the last three years?

Yes ☒

No ☐

SAFETY, HEALTH & ENVIRONMENTAL MANAGEMENT

27. Name of highest ranking safety/health professional in the company:

Name: Adam Rooyackers Title: Sr. Safety and Environment Specialist Certifications:

Telephone: Fax: 763-513-1711

This person reports to: Carol McKnight Title: VP Administration

28. Do you have or provide:

- | | | |
|--|---|--|
| a. Full time Safety/Health Director | Yes ☐ | No ☒ |
| b. Full time Site Safety/Health Supervisor | Yes ☒ | No ☐ |
| c. Full Time Job Safety/Health Coordinator | Yes ☒ | No ☐ |

29. Do you have or provide:

- | | | |
|--|---|-----------------------------|
| a. Safety/Health incentive program | Yes ☒ | No ☐ |
| b. Company paid safety/health training | Yes ☒ | No ☐ |

SAFETY, HEALTH & ENVIRONMENTAL PROGRAMS / PROCEDURES

- | | | | |
|--|---|-----------------------------|---|
| 30. a. Do you have a written S, H & E Program? | Yes ☒ | No ☐ | |
| b. Does the program address the following key elements? | | | |
| 1. Management commitment and expectations | Yes ☒ | No ☐ | |
| 2. Employee participation | Yes ☒ | No ☐ | |
| 3. Accountabilities and responsibilities for managers, supervisors, and employees | Yes ☒ | No ☐ | |
| 4. Resources for meeting safety, health & environmental requirements. | Yes ☒ | No ☐ | |
| 5. Periodic safety and health performance appraisals for all employees | Yes ☒ | No ☐ | |
| 6. Safety, Health & Environmental Recognition Program | Yes ☒ | No ☐ | |
| 7. Hazard recognition and control | Yes ☒ | No ☐ | |
| c. Does the program satisfy your responsibility under the law for: | | | |
| 1. Ensuring your employees follow the safety rules of the facility | Yes ☒ | No ☐ | |
| 2. Advising owner of any unique hazards presented by the contractor's work, and of any hazards found by the contractor | Yes ☒ | No ☐ | |
| 31. Does the program include work practices and procedures such as: | | | |
| a. Equipment Lockout and Tagout (LOTO) | Yes ☒ | No ☐ | N/A ☐ |
| b. Confined Space Entry | Yes ☐ | No ☐ | N/A ☒ |
| c. Injury & Illness Recording | Yes ☒ | No ☐ | N/A ☐ |
| d. Fall Protection | Yes ☐ | No ☐ | N/A ☒ |
| e. Personal Protective Equipment | Yes ☒ | No ☐ | N/A ☐ |
| f. Portable Electrical/Power Tools | Yes ☒ | No ☐ | N/A ☐ |
| g. Vehicle Safety | Yes ☒ | No ☐ | N/A ☐ |
| h. Compressed Gas Cylinders | Yes ☒ | No ☐ | N/A ☐ |
| i. Electrical Equipment Grounding Assurance | Yes ☒ | No ☐ | N/A ☐ |
| j. Powered Industrial Vehicles (Cranes, Forklifts, JLGs, | Yes ☐ | No ☐ | N/A ☒ |
| k. Housekeeping | Yes ☒ | No ☐ | N/A ☐ |
| l. Accident/Incident Reporting | Yes ☒ | No ☐ | N/A ☐ |
| m. Unsafe Condition Reporting | Yes ☒ | No ☐ | N/A ☐ |
| n. Emergency Preparedness, including evacuation plan | Yes ☒ | No ☐ | N/A ☐ |
| o. Waste Disposal/Waste Minimization/Spill Prevention | Yes ☒ | No ☐ | N/A ☐ |
| p. Back Injury Prevention | Yes ☒ | No ☐ | N/A ☐ |
| q. Hazwoper Training | Yes ☐ | No ☐ | N/A ☒ |
| r. Heat Stress Prevention | Yes ☒ | No ☐ | N/A ☐ |
| s. Scaffold Buiing /Scaffold Use | Yes ☐ | No ☐ | N/A ☒ |

t. General NDT & Radiography	Yes ☐ No ☐ N/A ☒
------------------------------	--

32. Do you have written programs for the following: a. Hearing Conservation b. Spill prevention and waste minimization c. Hazard Communication d. Program to support the contractor requirements of the OSHA Process Safety Management of Highly Hazardous Chemicals; Explosives and Blasting Agents Standard (29 CFR 1910). e. Respiratory Protection Where applicable, have employees been: - Trained - Fit tested - Medically approved	Yes ☒ No ☐ Yes ☒ No ☐ N/A ☐ Yes ☒ No ☐ Yes ☐ No ☐ N/A ☒ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No ☐																
33. Do you have a substance abuse program? If yes, does it include the following? • Pre-placement Testing • Random Testing • Testing for Cause • DOT Testing • Post Incident Testing	Yes ☒ No ☐ Yes ☒ No ☐ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☒																
34. Do you participate in the North American Substance Abuse Program (NASAP). Yes ☐ No ☒ 35. Do your employees read, write, and understand English such that they can perform their job tasks safely without an interpreter? Yes ☒ No ☐ If no, provide a description of your plan to assure that they can safely perform their jobs.																	
36. Medical a. Do you conduct medical examinations for: • Pre-placement • Preplacement Job Capability • Hearing Function (Audiograms) • Pulmonary • Respiratory b. Describe how you will provide first aid and other medical services for your employees while on-site Specify who will provide this service: employee will follow client's emergency response plan or call local 911 c. Do you have personnel trained to perform first aid and CPR? Yes ☐ No ☒	Yes ☒ No ☐ N/A ☐ Yes ☒ No ☐ N/A ☐ Yes ☒ No ☐ N/A ☐ Yes ☒ No ☐ N/A ☐ Yes ☒ No ☐ N/A ☐																
37. Do you hold site safety, health and environmental meetings for: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Field Supervisors</td> <td style="width: 10%;">Yes ☒ No ☐</td> <td style="width: 10%;">Frequency</td> <td style="width: 30%;">monthly</td> </tr> <tr> <td>Employees</td> <td>Yes ☒ No ☐</td> <td>Frequency</td> <td>monthly</td> </tr> <tr> <td>New Hires</td> <td>Yes ☒ No ☐</td> <td>Frequency</td> <td>as needed</td> </tr> <tr> <td>Subcontractors</td> <td>Yes ☐ No ☒</td> <td>Frequency</td> <td>NA</td> </tr> </table> Are the safety, health and environmental meetings documented? Yes ☒ No ☐		Field Supervisors	Yes ☒ No ☐	Frequency	monthly	Employees	Yes ☒ No ☐	Frequency	monthly	New Hires	Yes ☒ No ☐	Frequency	as needed	Subcontractors	Yes ☐ No ☒	Frequency	NA
Field Supervisors	Yes ☒ No ☐	Frequency	monthly														
Employees	Yes ☒ No ☐	Frequency	monthly														
New Hires	Yes ☒ No ☐	Frequency	as needed														
Subcontractors	Yes ☐ No ☒	Frequency	NA														
38. Personal Protection Equipment (PPE) a. Is applicable PPE provided for employees? b. Do you have a program to assure that PPE is inspected and maintained?	Yes ☒ No ☐ Yes ☒ No ☐																
39. Do you have a corrective action process for addressing individual safety and health performance deficiencies?	Yes ☒ No ☐																

40. Equipment and Materials: a. Do you have a system for establishing applicable health, safety, and environmental specifications for acquisition of materials and equipment? Yes ☒ No ☐ N/A ☐ b. Do you conduct inspections on operating equipment e.g., cranes, forklifts, JLGs) in compliance with regulatory requirements? Yes ☐ No ☐ N/A ☒ c. Do you maintain operating equipment in compliance with regulatory requirements? Yes ☒ No ☐ N/A ☐ d. Do you maintain the applicable inspection and maintenance certification records for operating equipment? Yes ☒ No ☐ N/A ☐								
41. Subcontractors Do you use subcontractors? (If no, skip to question 43) Yes ☐ No ☒ a. Do you use safety, health and environmental performance criteria in selection of subcontractors? Yes ☐ No ☐ N/A ☐ b. Do you evaluate the ability of subcontractors to comply with applicable safety, health and environmental requirements as part of the selection process? Yes ☐ No ☐ N/A ☐ c. Do your subcontractors have a written safety, health and environmental program? Yes ☐ No ☐ N/A ☐ Do you include your subcontractors in: <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">• Safety, Health & Environmental Orientation</td> <td>Yes ☐ No ☐ N/A ☐</td> </tr> <tr> <td style="padding-left: 20px;">• Safety, Health & Environmental Meeting</td> <td>Yes ☐ No ☐ N/A ☐</td> </tr> <tr> <td style="padding-left: 20px;">• Safety, Health & Environmental Inspections</td> <td>Yes ☐ No ☐ N/A ☐</td> </tr> <tr> <td style="padding-left: 20px;">• Safety, Health & Environmental Audits</td> <td>Yes ☐ No ☐ N/A ☐</td> </tr> </table>	• Safety, Health & Environmental Orientation	Yes ☐ No ☐ N/A ☐	• Safety, Health & Environmental Meeting	Yes ☐ No ☐ N/A ☐	• Safety, Health & Environmental Inspections	Yes ☐ No ☐ N/A ☐	• Safety, Health & Environmental Audits	Yes ☐ No ☐ N/A ☐
• Safety, Health & Environmental Orientation	Yes ☐ No ☐ N/A ☐							
• Safety, Health & Environmental Meeting	Yes ☐ No ☐ N/A ☐							
• Safety, Health & Environmental Inspections	Yes ☐ No ☐ N/A ☐							
• Safety, Health & Environmental Audits	Yes ☐ No ☐ N/A ☐							
42. Inspections and Audits a. Do you conduct Safety, Health & Environmental inspections? Yes ☒ No ☐ b. Do you conduct Safety, Health & Environmental program audits? Yes ☒ No ☐ c. Are corrections of deficiencies documented? Yes ☒ No ☐								
SAFETY, HEALTH & ENVIRONMENTAL TRAINING								
43. Safety, Health & Environmental Training a. Do you know the regulatory safety, health and environmental training requirements for your employees? Yes ☒ No ☐ b. Have your employees received the required safety, health and environmental training and retraining and is it documented? Yes ☒ No ☐ c. Do you have a specific safety, health and environmental training program for supervisors? Yes ☒ No ☐ d. Are all employees trained in the work practices needed to safely perform his/her job? Yes ☒ No ☐ e. Is each employee instructed in the known potential of fire, explosion, or toxic release hazards related to his/her job, the process and the applicable provisions of the emergency action plan? Yes ☒ No ☐								

Fill in below Name & Title of Company person responsible for assuring the accuracy of this document:

Name: Adam Rooyakkers

Title: Sr. Safety and Environment
Specialist

Date: 6/21/2022

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

-Contractor is not required to obtain licenses for the services it provides, however it is registered to do business in all U.S. states and will provide any available evidence upon request.

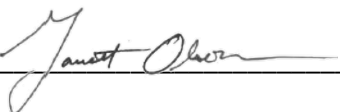
PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Tennant Sales and Service Company

Title of Authorized Representative: Contract and Bid Administrator

Mailing Address: 10400 Clean Street, Eden Prairie, MN 55344

Signature: 

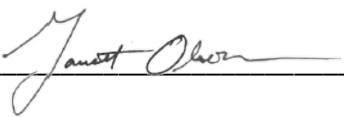
PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Tennant Sales and Service Company

Title of Authorized Representative: Contract and Bid Administrator

Mailing Address: 10400 Clean Street, Eden Prairie, MN 55344

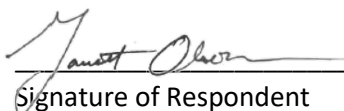
Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Respondent

6/22/2022

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

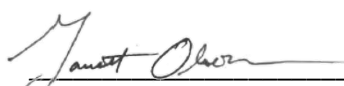
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent

6/22/2022

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Tennant Sales and Service Company

ADDRESS 10400 Clean Street

Eden Prairie, MN 55344

PHONE 800-553-8033

FAX N/A

RESPONDANT


Signature

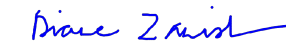
Garrett Olson

Printed Name

Contract and Bid Administrator

Position with Company

AUTHORIZING OFFICIAL


Signature

Diane A. Zanish

Printed Name

Assistant Secretary

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? GO
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? GO
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "resident Bidder"
- ☒ I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>Tennant Sales and Service Company</u>	<u>10400 Clean Street</u>	<u>Compan</u>
y Name	Address	
<u>Eden Prairie</u>	<u>MN</u>	<u>55344</u>
	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? GO

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? GO

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? GO

(Initials of Authorized Representative)

4. Davis-Bacon Act: This is not applicable as this is not a construction contract.

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? GO [Agreement to Copeland Anti Kickback Act.](#)

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? GO

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? GO

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? GO

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? GO

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? GO

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? GO

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price: See exception

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? _____

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? GO

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? GO

(Initials of Authorized Representative)

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

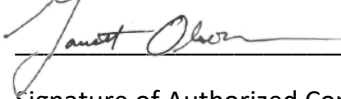
Does vendor agree? GO

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Tennant Sales and Service Company

Company Name



Signature of Authorized Company Official

Garrett Olson

Printed Name

Contract and Bid Administrator

Title

6/22/2022

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

6/22/2022

Date

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Tennant Sales and Service Company

Street: 10400 Clean Street

City, State, Zip Code: Eden Prairie, MN 55344

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Garrett Olson, an authorized representative of Tennant Sales and Service Company, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>Tennant Company owns 100% of Tennant Sales and Service Company.</u>		
<u>BlackRock Fund Advisors</u>	<u>400 Howard Street, San Francisco, CA 94105</u>	<u>14.37%</u>
<u>The Vanguard Group, Inc.</u>	<u>100 Vanguard Blvd, Malvern, PA 19355</u>	<u>10.74%</u>
<u>ArrowMark Colorado Holdings LLC</u>	<u>100 Fillmore St, Suite 325, Denver, CO 80206</u>	<u>10.13%</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 Contract and Bid Admin
Authorized Signature and Title

6/22/2022
Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Tennant Sales and Service Company

Street: 10400 Clean Street

City, State, Zip Code: Eden Prairie, MN 55344

State of Minnesota

County of Hennepin

I, Garrett Olson of the Eden Prairie
Name City

in the County of Hennepin, State of Minnesota of full
age, being duly sworn according to law on my oath depose and say that:

I am the Contract and Bid Administrator of the firm of Tennant Sales and Service Company
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

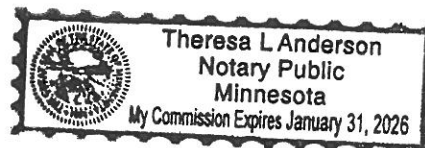
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Tennant Sales and Service Company
Company Name

Garrett Olson Contract and Bid Admin
Authorized Signature & Title

Subscribed and sworn before me

this 22 day of June, 2022
Theresa L. Anderson
Notary Public of Minnesota
My commission expires January 31, 2026



SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Tennant Sales and Service Company

Street: 10400 Clean Street

City, State, Zip Code: Eden Prairie, MN 55344

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

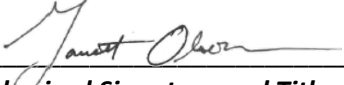
- | | | |
|----|---|----------------------|
| 1. | A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| | OR | |
| 2. | A photo copy of their <u>Certificate of Employee Information Report</u> | _____ X _____ |
| | OR | |
| 3. | A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ |

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____ **X** _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 _____
Authorized Signature and Title Contract and Bid Admin

6/22/2022
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

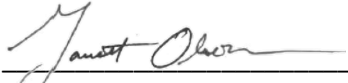
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

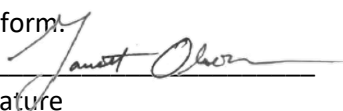
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Tennant Sales and Service Company		
Address:	10400 Clean Street		
City:	Eden Prairie	State:	MN
		Zip:	55344

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Garrett Olson
Printed Name

Contract and Bid Admin
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NA	NA	NA	\$ NA

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

Page 36 of 43

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☒ Corporation

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Tennant Company	Name:
Home Address: 10400 Clean Street Eden Prairie, MN 55344	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>22</u> day of <u>June</u> , 2 <u>22</u>	
(Notary Public) <u>Theresa L Anderson</u>	<u>Garrett Olson</u> (Affiant)
My Commission expires: <u>January 31, 2026</u>	<u>Garrett Olson, Contract and Bid Admin</u> (Print name & title of affiant)
	(Corporate Seal)



PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

VENDOR CONTINGENT CONDITION

Because of the variety of individual terms and conditions that member entities may require as well as other factors, Vendor's offer is made conditioned upon Vendor's ability to decline an order.

EXCEPTIONS TO REQUEST FOR PROPOSAL #R10-1137 FOR: CUSTODIAL EQUIPMENT AND SERVICES DOCUMENT

Section One: Part A:

5.1 – Tennant is not offering parts and supplies under this contract.

5.2: Tennant: Tennant is not offering service at this time but hopes in the future to add preventative service maintenance plans to its product offerings.

Section One: Part B

10.8 Formation of Contract:

Vendor's offer is contingent upon reaching mutual agreement with ESC regarding its exceptions stated herein.

Section Two: Proposal Submission, Questionnaire and Required Forms

Proposal Form 12: Federal Funds Certification Form

Article 4. Davis-Bacon Act:

Vendor's is not offering construction services under this solicitation and therefore this is not applicable. Vendor does certify agreement to the Copeland "Anti Kickback" Act.

Article 11. Profit as a Separate Element of Price. Vendor is offering fixed firm prices under this contract and cannot agree to this statement

Section Three: Part A Vendor Contract and General Terms and Conditions

Article 2 - Anticipated Term of Agreement:

2.1 - Term: Vendor requests to add the following language to this

Article:

ARTICLE 2 –The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to seek renew the Contract for two (2) additional one-year periods or portions thereof, subject to mutual agreement with Contractor. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions, unless otherwise agreed to between the parties in writing.

2.2 Automatic Renewal: Subject to the terms in Article 2, above, Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

Article 5 - Termination for Cause: Vendor requests the following changes to the last paragraph as set forth below:

Upon receipt of a written deficiency notice, contractor shall have ~~ten-thirty~~ (130) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.3 Delivery/Service Failures: Given the current global challenges with supply chain and transportation issues, as well the terms of Vendor's warranties that are not negotiable by Vendor, Vendor requests the following changes to this section:

Failure to deliver goods or services within the time specified and mutually agreed upon or within a reasonable time period as ~~interpreted by agreed to by the parties~~ the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. ~~In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred. Notwithstanding the foregoing, delays due to global supply chain disruptions, including, but not limited to, material shortages and transportation delays shall not be subject to this Article as Contractor makes no commitment to specific delivery dates and shall have no liability resulting from any delays relating thereto, but will work with individual members to reach agreement regarding delivery. Further, Any corrections of rejected or defective articles or services will be done in accordance with Vendor's warranty terms and conditions, including but not limited to warranty periods. In the event of any conflict between any terms in this Agreement and Vendor's warranty terms and conditions, Vendor's warranty terms and conditions shall prevail.~~

Article 7 – Delivery Provisions As stated above, due to global supply chain disruptions, Vendor is unable to make any commitment on specific delivery dates and therefore requests the following revisions to this Article:

7.1 Delivery: Vendor will use commercially reasonable efforts to comply with delivery dates as mutually agreed upon, provided however, that due to global supply chain disruptions, including, but not limited to, material shortages and transportation delays, Contractor makes no commitment to such delivery date and shall have no liability resulting from any delays relating thereto. Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming

product shall be shipped within ~~7 days of receipt~~ the period as mutually agreed upon between the Member and Vendor of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order as mutually agreed upon, and if delivery cannot be made by that date, then the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 Inspection & Acceptance: If defective or incorrect material is delivered, purchasing agency may

Inspection & Acceptance: Subject to Vendor's warranty terms and conditions for the applicable product or service, ~~If~~ defective or incorrect material is delivered, purchasing agency shall so notify Vendor and Vendor, in consultation with purchasing agency, shall repair or replace the material. In the event repairs are not able to be completed, the purchasing agency may make the determination- ~~to~~ return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

10.1 Pricing Audit: Please add the following language to this Article as it should be specified that audits need to be limited directly to records relating to this contract:

Such audit rights are limited to Vendor's records directly related to purchases, invoices and payments received from participating Members and no other records.

11.6 Warranty Conditions: Vendor's warranties are not negotiable, so therefore Vendor requests the following revision:

All supplies, equipment and services are subject to ~~shall include~~ Vendor's manufacturer's ~~minimum-~~ standard warranty terms and -conditions for the applicable product or service, including warranty periods. ~~and one (1) year labor warranty unless otherwise agreed to in writing.~~

11.7 Buy American Requirements:

This is not applicable as items being offered are Commercial Off The Shelf (COTS) and therefore not subject to the Act.

13.3 Indemnity: Vendor believes that it is reasonable to provide an indemnity that is based on Vendor's negligence. Therefore, Vendor requests the following revision:

Indemnity: To the extent caused by Vendor's negligent acts or willful misconduct, Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

Appendix B: Roles & Responsibilities

2.4 Marketing Commitment:

Please strike this clause as Vendor is unable to post the contract on its website.

Vendor must reserve the right to review requirements (fees, registration, etc.) before committing to any specifics, including but not limited to plans, the creation of materials, or attendance at events, Therefore, please revise as follows:

Marketing Commitment. Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("Plan") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following, subject to Supplier's agreement on any specific

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

6/22/2022

Date

 Contract and Bid Admin
Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing*. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Tennant Sales and Service Company
Address 10400 Clean Street
City/State/Zip Eden Prairie, MN 55344
Telephone No. 800-553-8033
Fax No. NA
Email address tenantbid@tenantco.com
Printed name Diane A. Zanish
Position with company Assistant Secretary
Authorized signature 

*subject to the parties agreement regarding the exceptions taken within Vendor's response.

Term of contract September 1, 2022 to August 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

**REQUEST FOR PROPOSAL # R10-1137 FOR:
CUSTODIAL EQUIPMENT AND SERVICES**

May 20, 2022

Section Three:

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS	3
VENDOR CONTRACT AND SIGNATURE FORM	3
1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS	3
2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT	4
3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS	4
4. ARTICLE 4 – FORMATION OF CONTRACT	4
5. ARTICLE 5 – TERMINATION OF CONTRACT	5
6. ARTICLE 6 – LICENSES.....	6
7. ARTICLE 7 – DELIVERY PROVISIONS	7
8. ARTICLE 8 – BILLING AND REPORTING	7
9. ARTICLE 9 – PRICING	7
10. ARTICLE 10 – PRICING AUDIT	8
11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS.....	9
12. ARTICLE 12 – SITE REQUIREMENTS	9
13. ARTICLE 13 – MISCELLANEOUS.....	10
14. CONTRACT SIGNATURE FORM	13
ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT	14
SECTION 1. RECITALS	14
SECTION 2. BUSINESS TERMS	15
SECTION 3. TERMS & CONDITIONS	15
APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS.....	20
APPENDIX C: FINANCIAL TERMS	5

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of September 1, 2022, by and between _____ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

- 5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify

any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification**: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing*. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Tennant Sales and Service Company
Address 10400 Clean Street
City/State/Zip Eden Prairie, MN 55344
Telephone No. 800-553-8033
Fax No. NA
Email address tenantbid@tenantco.com
Printed name Diane A. Zanish
Position with company Assistant Secretary
Authorized signature 

*subject to the parties agreement regarding the exceptions taken within Vendor's response.

Term of contract September 1, 2022 to August 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Jana Melsheimer (Oct. 25, 2022 11:26 CDT)

Region 10 ESC Authorized Agent

10/25/22

Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1137B

ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

NOTE: This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between **Winning Supplier**, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

SECTION 1. RECITALS

- A.** Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Region 10 issued request for proposal ("**RFP**") **#Number** on behalf of Region 10 and Equalis Group Members for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier.
- C.** Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") **#contract number** effective as of **Month Day, Year** to provide Products & Services to Equalis Group Members.
- D.** The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E.** Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F.** Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- G.** Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- H.** Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

SECTION 2. BUSINESS TERMS

Defined Terms. Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

Appendices. The appendices attached hereto are made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

Appendix A defines Winning Supplier’s reporting requirements.

Appendix B sets forth the roles and responsibilities of the Parties.

Appendix C defines the financial terms between the Parties.

Terms in Appendices. In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

Publicity & Joint Marketing.

Publicity. A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

Joint Marketing / Logo & Name Use. Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party’s trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.

SECTION 3. TERMS & CONDITIONS

Contract Administration. Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

Express Limitation of Equalis Liability. With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

Indemnification. Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

Term & Termination. The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

Audit of Winning Supplier. Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

Addresses for Notices. This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: Garrett Olson, Contract and Bid Admin

Street Address: 10400 Clean Street

City/St/Zip: Eden Prairie, MN 55344

If to **Equalis:**

Equalis Group LLC

Attn: Eric Merkle, SVP

5550 Granite Parkway, Suite 298

Plano, Texas 75024

Waiver and Modification. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

Governing Law; Invalidity. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

Assignment. This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

No Third-Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

Entire Agreement. The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

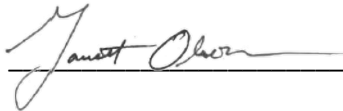
Titles, Headings & Recitals. The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

EQUALIS GROUP, LLC

By:  _____

By: _____

Name: Garrett Olson

Name: _____

Title: Contract and Bid Administrator

Title: _____

Date: 6/22/2022

Date: _____

**Agreed to with conditions outlined previously*

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as **required* indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number <i>*required (or Equalis Member ID)</i>
	Customer Name <i>*required</i>
	Customer Street Address <i>*required</i>
	Customer City <i>*required</i>
	Customer Zip Code <i>*required</i>
	Customer State <i>*required</i>
Distributor	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code

	Distributor State
Product Data	Product Category level 1
	Product Category level 2 <i>(Where available or applicable)</i>
	Product Category level 3 <i>(Where available or applicable)</i>
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

1. Equalis Services.

1.1. Winning Supplier Sales Representative Training. Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

1.2. Sales Support. Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

1.3. Marketing. Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

2.1. Equalis Group Membership Agreement. Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via www.EqualisGroup.org) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

2.2. Corporate Commitment. Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

2.3. Sales Commitment. Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

2.4. Marketing Commitment. Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

2.4.1. Issuing co-branded press release

2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

2.4.4. Jointly participating in national and regional conferences

2.4.5. Jointly attending national and regional Equalis Group Member networking events

2.4.6. Designing, publishing, and distributing co-branded marketing materials

2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

1. **Administrative Fee.**

On or before the fifteenth (15th) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the “**Administrative Fee**”) of **two and two quarters percent (2.25%)** of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

2. **Case-by-Case Administrative Fee Adjustments.**

The Parties understand and acknowledge that Winning Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

3. **Rebates or Other Payments.**

Insert rebate or other payment language as agreed.

ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR	CITY OF BURNS, OR
CITY OF ADAIR VILLAGE, OR	CITY OF CANBY, OR
CITY OF ASHLAND, OR	CITY OF CANYONVILLE, OR
CITY OF AUMSVILLE, OR	CITY OF CLATSKANIE, OR
CITY OF AURORA, OR	CITY OF COBURG, OR
CITY OF BAKER, OR	CITY OF CONDON, OR
CITY OF BATON ROUGE, LA	CITY OF COQUILLE, OR
CITY OF BEAVERTON, OR	CITY OF CORVALLI, OR
CITY OF BEND, OR	CITY OF CORVALLIS PARKS AND RECREATION
CITY OF BOARDMAN, OR	DEPARTMENT, OR
CITY OF BONANAZA, OR	CITY OF COTTAGE GROVE, OR
CITY OF BOSSIER CITY, LA	CITY OF DONALD, OR
CITY OF BROOKINGS, OR	CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT

ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT

KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY
SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC
CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED
TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION
3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT

OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
 SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),
 UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT

NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,
 UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS
 AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

United States and Canada Commercial Limited Warranty

<u>Model</u>	<u>Rotationally-Molded Components</u>	<u>Parts</u>	<u>Battery</u>	<u>Labor</u>	<u>Travel</u>	<u>Hour meter</u>
All non-rider machines except those listed below	10 Years	36 Months	12 Months pro-rated	36 Months	3 Months (No travel on cord-electric models)	2500
T7, R14	10 Years	36 Months	12 Months pro-rated	36 Months	3 Months	1500
T7AMR ⁴ , T380AMR ⁴	10 Years	36 Months	12 Months pro-rated	24 Months	3 Months	1500
B5, B7, B10, T300 ³ , T300e ³ , T350, T500 ³ , T500e ³ , T600 ^{3, 5 & 6} , T600e ^{3, 5 & 6}	10 Years	36 Months	12 Months pro-rated	24 Months	6 Months	2000
6100	10 Years	24 Months	12 Months pro-rated	6 Months	6 Months	1000
S6 ¹⁰ , S7 ¹⁰	N/A	12 Months	12 Months pro-rated	12 Months	3 Months	N/A
S3, S5, S9	2 Years	24 Months	12 Months pro-rated	12 Months	3 Months	N/A
F-14, EH1, EC2, EH2, EH5, Q12	2 Years	24 Months	N/A	12 Months	3 Months	N/A
CS5 ⁹	N/A	12 Months	12 Months	N/A	N/A	N/A
i-mop XL/XXL & i-mop XL/XXL Plus	1 Year	12 Months	12 Months	12 Months	3 Months	N/A
T1 Battery Micro Scrubber	10 Years	36 Months	AGM 6 Months pro-rated ² Lithium-ion 24 Months	36 Months	3 Months	2500
EX-SPOT-2	10 Years	12 Months	N/A	12 Months	None	N/A
Blower, V-BP-6 ¹ , V-BP-6B ¹ , V-BP-10 ¹ , V-LWU-13 ¹ , V-LWU-13B ¹ , V-SMU-14 ¹ , V-DMU-14 ¹ , V-CAN-10 ¹ , V-CAN-12 ¹ , V-CAN-16 ¹ , V-WD-9 ¹ , V-WD-24 ¹ , V-WD-24P ⁷ , V-WA-30 ^{1 & 8} (material 1068029)	N/A	12 Months	12 Months pro-rated	12 Months	None	N/A

¹ Two (2) year limited warranty on electric motors ² Maximum 1 replacement under W warranty ³ Orbital isolators covered under 3-year parts warranty
⁴ AMR related autonomy kit, electronics, and sensors: 1 year parts, no labor, and no trip 1500 hours ⁵ Lithium-ion batteries are warranted by the manufacturer for five (5) years non-pro-rated or 2000 charge cycles (whichever comes first). ⁶ TPPL batteries are non-pro-rated for eighteen (18) months.
⁷ 10 years polyethylene tank ⁸ 1 year on rotationally-molded components ⁹ Strategic Account customers only ¹⁰ 1 year polyethylene parts

NEW MACHINE WARRANTY

Tennant Company warrants to the original purchaser, for the above-stated periods (whichever occurs first), that machines will be free from defects in workmanship and material, provided that machines are installed, operated, and maintained in accordance with Tennant written manuals or other instructions.

This warranty does not apply to damage or failure caused by accident, freight damage, misuse, negligence, abuse, improper repair, or maintenance of the machines. Please refer to the Operator Manual for proper machine operation and maintenance instructions.

The warranty period begins on the installation date at the end-user site. A Machine Installation/Warranty Report form included with the Operator Manual must be completed and returned immediately at the time of purchase. If proof of purchase is unavailable, the warranty begins ninety (90) days after original sale to an Authorized Tennant dealer.

Demonstrator machines purchased from Tennant carry the same warranty as a new machine.

LABOR AND TRAVEL WARRANTY

Tennant will, at its option, provide labor and travel or pay for outside repair for the above-stated periods.

PARTS WARRANTY

Parts replaced or repaired under this warranty are guaranteed for the remainder of the warranty period. The parts warranty on batteries is pro-rated from the Tennant Company shipping date. Consumable parts, expected to wear from normal use, are not covered under the parts warranty. Items that are covered on a prorated basis includes tires (1 year) on rider machines. Battery chargers and accessories are warranted for one (1) year.

REPAIR PARTS WARRANTY

After the warranty period expires, repair parts supplied by Tennant are warranted against defects for the period of ninety (90) days, with the exception of batteries. Lithium-ion and Lead acid batteries are pro-rated for twelve (12) months. TPPL batteries are non-pro-rated for eighteen (18) months. T600 & T600e lithium-ion batteries are warranted by the manufacturer for five (5) years non-pro-rated or 2000 charge cycles (whichever comes first). All AGM and Gel batteries are pro-rated for ninety (90) days. The repair parts warranty only covers parts, not labor or travel (see service labor section for terms).

SERVICE LABOR WARRANTY

Labor and travel performed by a Tennant service representative are warranted for thirty (30) days from the date the repairs are completed. This policy does not cover work performed by any service company other than Tennant and is restricted to the specific repair operation or component for which a claim is made.

DISCLAIMER

TENNANT COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TENNANT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, BUYER'S LOSS OF MATERIAL OR PROFITS, INCREASED EXPENSE OF OPERATION, BODILY INJURY, LOSS OF USE OF PROPERTY OR DOWNTIME.

Tennant Company reserves the right to change its warranty policy without notice.

United States and Canada Industrial Limited Warranty



Machine Type	Model	Parts	Labor	Travel	Hour Meter
Scrubbers	T12, T16, T17, T20 ²	36 Months	24 Months	6 Months	2000
	T16 AMR ¹	36 Months ¹	24 Months ¹	6 Months ¹	2000
Sweepers	S20 ³ , 6200	24 Months	6 Months	6 Months	2000
	S30 ² , 800 ²	48 Months	6 Months	6 Months	2800
	Sentinel ⁴	24 Months	6 Months	6 Months	2400
	S10, S16	36 Months	6 Months	6 Months	2000
Scrubber / Sweeper	M17, M20 ² , M30 ²	36 Months	24 Months	6 Months	2000
Litter Vac	ATLV4300	24 Months	6 Months	6 Months	2000

¹ AMR related autonomy kit, electronics, and sensors: 1 year parts, no labor, and no trip coverage

² See EPA Emission Control Warranty Statement for details on the PSI Gasoline or LPG engine emission control system coverage

³ See Evaporative Emission Control Warranty Statement for details on the evaporative emission control system coverage for machines equipped with the Kubota gasoline engine.

⁴ Hopper and water tank carry a 5-year or 5,000 hour (whichever occurs first) parts warranty.

NEW MACHINE WARRANTY

Tennant Company warrants to the original purchaser, for the above-stated periods (whichever occurs first), that machines will be free from defects in workmanship and material, provided that machines are installed, operated, and maintained in accordance with Tennant written manuals or other instructions.

The warranty period begins on the installation date at the end-user site. This warranty does not apply to damage or failure caused by accident, misuse, negligence, abuse, improper repair, or maintenance of the machines. Please refer to the Operator Manual for proper machine operation and maintenance instructions.

Demonstrator machines purchased from Tennant carry the same warranty as a new machine.

LABOR AND TRAVEL WARRANTY

Tennant will, at its option, provide labor and travel or pay for outside repair for the above-stated periods.

PARTS WARRANTY

Parts replaced or repaired under this warranty are guaranteed for the remainder of the warranty period. Consumable parts, expected to wear from normal use, are not covered under the parts warranty. Items that are covered on a prorated basis include tires (1 year) and lead acid, gel and AGM batteries (2 years). Industrial steel tray batteries and lithium-ion batteries are warranted by the manufacturer for five (5) years or 2000 charge cycles, whichever comes first. Brushes that fail due to defect within one (1) year will be covered based on percentage of remaining bristle length. Fiber reinforced composite shrouds and Duramer™ shrouds, hoppers, solution, and recovery tanks are warranted for ten (10) years.

REPAIR PARTS WARRANTY

After the warranty period expires, all repair parts supplied by Tennant except batteries are warranted against defects for the period of ninety (90) days. Lead acid, gel and AGM batteries are covered on a prorated basis for twelve (12) months. Industrial steel tray batteries and lithium-ion batteries are warranted by the manufacturer for five (5) years or 2000 charge cycles, whichever comes first. The repair parts warranty only covers parts, not labor or travel (see service labor section for terms).

SERVICE LABOR WARRANTY

Labor and travel performed by a Tennant service representative are warranted for thirty (30) days from the date the repairs are completed. This policy does not cover work performed by any service company other than Tennant Company, and is restricted to the specific repair operation or component for which a claim is made.

DISCLAIMER

TENNANT COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TENNANT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, BUYER'S LOSS OF MATERIAL OR PROFITS, INCREASED EXPENSE OF OPERATION, BODILY INJURY, LOSS OF USE OF PROPERTY OR DOWNTIME.

Tennant Company reserves the right to change its warranty policy without notice.

Certification 165

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 - MAY - 2022** to **15 - MAY - 2025**

TENNANT SALES AND SERVICE COMPANY
10400 CLEAN ST
EDEN PRAIRIE MN 55344




ELIZABETH MAHER MUOIO
State Treasurer



Tennant Sales and Service Company
10400 Clean Street
Eden Prairie, MN 55344-2650 USA
Tel: 1-800-553-8033
Fax: 1-763-513-2142

Quotation

Ship-To

CITY OF DEERFIELD BEACH
401 SW 4TH ST
DEERFIELD BEACH FL 33441-4666

Customer Number 4120544

CITY OF DEERFIELD BEACH
401 SW 4TH ST
DEERFIELD BEACH FL 33441-4666

Quotation Number

24883695

Quotation Date 05/13/2024
Valid Until 07/13/2024
PO Number QT: S30

Delivery Terms

FOB SHIPPING PT FRT PPD & ADD

Payment Terms

Net 30 Days

Currency

US Dollars

Bill-To

CITY OF DEERFIELD BEACH
401 SW 4TH ST
DEERFIELD BEACH FL 33441-4666

Qty	Unit	Material	Description	Unit Price	Extended Value
Notes EQUALIS Contract Number #R10-1137					
1	PC	M-S30	MODEL S30 RIDER SWEEPER		
		Machine Warranty: Parts 48 m /Labor 6m/Trip 6m/ 2800 hr			
		Reference Number:	S30-DSL		
		Machine as equipped			
		Trim Level	XP		
		Power Source	Diesel		
		UL/ETL Rating	UL Type D		
		Safety Light Package	Outdoor		
		Side Brush Location	Dual		
		Heavy Duty Rear Bumper	Yes		
		Seat	Deluxe Seat with Armrests		
		Front Tire(s)	Solid Rubber		
		Rear Tire(s)	Solid Rubber		
		Fire Extinguisher	Yes		
		Cleaning Tool	Polypropylene, Window Brush		
		Side Cleaning Tool	Polypropylene Brush		
		Warranty	Standard Warranty		
		Operator Manual	English		
		Parts Manual	Yes		
		Packaging	Pad Wrap		

Prepared By: NICHOLAS GRAVES, Customer Service Representative

Quotation

Ship-To

CITY OF DEERFIELD BEACH
401 SW 4TH ST
DEERFIELD BEACH FL 33441-4666

Customer Number 4120544

CITY OF DEERFIELD BEACH
401 SW 4TH ST
DEERFIELD BEACH FL 33441-4666

Quotation Number24883695

Quotation Date05/13/2024
Valid Until07/13/2024
PO NumberQT: S30

Delivery Terms
FOB SHIPPING PT FRT PPD & ADD

Payment Terms
Net 30 Days

CurrencyUS Dollars

Bill-To

CITY OF DEERFIELD BEACH
401 SW 4TH ST
DEERFIELD BEACH FL 33441-4666

Qty	Unit	Material	Description	Unit Price	Extended Value
			Price	70,543.00	70,543.00
			Agreement Discount	-2,645.36	-2,645.36
			Net Value	67,897.64	67,897.64
			Subtotal		67,897.64
			Total		67,897.64



Tennant & Equalis Group Publicly Procured Master Agreement Contract #R10-1137B

Region 10 Education Service Center (**Region 10**), an Equalis Group Lead Agency, issued RFP #R10-1137 for Custodial Equipment on May 20, 2022 and subsequently entered into Contract #R10-1137B with Tennant.

Additional information regarding the procurement process and contract award can be found on the [Tennant Page](#) at the Equalis Group website, including the Tennant products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between Region 10 and Tennant, and pricing/discount model.

Entities Eligible to Purchase from Tennant through the Master Agreement

This contract vehicle is immediately available to existing Equalis Group Members.

Not a Member yet? Any public sector entity in the country can join Equalis Group and begin utilizing any Equalis Group competitively solicited master agreement by completing the [membership registration form](#). New Members receive a fully executed copy of their completed membership form via email immediately and will receive their Equalis Group membership number within one-to-two days. There are no dues, fees, or obligations and completing the form takes less than five minutes.

Help with Membership, Procurement Questions & Navigating Our Contract Portfolio

Equalis Group's dedicated Member Engagement Team exists to support our Members. The team is readily accessible and is prepared to answer questions about membership, public sector purchasing compliance, Equalis Group's procurement and contracting processes, and our expansive portfolio of already-procured contract vehicles. Current and prospective Members can find their Member Engagement Team point person and direct contact information [here](#).

View all Equalis Group contracts and download a sortable Excel file with key information about each contract in our ever-expanding portfolio [here](#).

About Equalis

Equalis Group is a Public Sector purchasing cooperative. We deliver compliant, publicly procured cooperative agreements that Public Sector entities across the country can utilize to: *i*) quickly acquire the products and services they need; *ii*) receive better pricing through the collective buying power of Equalis Group Members; and, *iii*) save time through Equalis Group's legal and compliant alternative to conducting their own resource-consuming solicitation process.

Equalis Group partners with two primary Lead Agencies, Region 10 Education Service Center (**Region 10**) in Texas and The Cooperative Council of Governments (**CCOG**) in Ohio, to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and manufacturers are selected based on both qualitative criteria and pricing. The Lead Agencies then establish compliant already-procured Master Agreements with the winning vendors available to all agencies that join Equalis Group.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-280

Agenda Date: 6/4/2024

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 a work authorization with Kimley-Horn and Associates, Inc. to provide professional architectural services related to the Pioneer Grove landscape and irrigation portion of the Streetscape Improvements Project in an amount not to exceed \$49,880.00; providing for execution and an effective date. (Funds from Account #001-1100-515-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$49,880.00

Account Name: Other Contractual Services

Account Number: 001-1100-515-32-99

Background/History

On June 6, 2023, the City Commission approved a work authorization with Kimley-Horn and Associates under Resolution 2023/100 for professional engineering services related to the Pioneer Grove Water Main Replacement Project. The City anticipates that the Pioneer Grove Corridor improvements and Water Main Replacement Project will be bid in Q4 of FY2024. The project limits for these improvements include the right-of-way (R/W) of NE/SE 2nd Avenue between NE 1st Street and SE 10th Street and the R/W of SE 4th Street from SE 1st Terrace to SE 2nd Avenue within Pioneer Grove. The design of the streetscape project is partially funded via funding provided by the Broward County Transportation Surtax ("Surtax") program for roadway improvements and direct City funding to replace and upsize a water main within the project limits funded by utilities.

This Scope of Services provides for the design of planting and irrigations plans within the project limits described above.

Pioneer Grove is the City's Local Activity Center ("LAC") with the aim to support a balanced mix of land uses, characterized by a compactness of neighborhood scale with design elements appropriate to local history and ecology. Originally adopted by the City Commission under Resolution 2017/350 and subsequently amended in September 2018, the LAC Design Standards call for landscaping to create an enjoyable pedestrian environment and contribute to the overall aesthetics and character of the neighborhood.

Current Activity

The scope of services is proposed under the master CCNA continuing services contract with Kimley-Horn and Associates, dated April 12, 2021, pursuant to RFQ #21-11-IG. Improvement will include design for landscaping and irrigation within the right-of-way for the project limits, preparation of construction documents, and limited bid phase services. Staff has determined that it is beneficial for the City to use Kimley-Horn and Associates as the most qualified consultant for this work due to their experience and the significant amount of work the firm has completed for other phases of the Pioneer Grove Complete Streets Project.

Recommendation

Recommendation for Commission approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL SERVICES RELATED TO THE PIONEER GROVE LANDSCAPE AND IRRIGATION PORTION OF THE STREETScape IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$49,880.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 2023/100, Kimley-Horn and Associates, Inc. (“Kimley-Horn”) was retained to provide professional engineering services related to the Pioneer Grove Water Main Replacement Project; and

WHEREAS, the City is currently in the design stage for the development of streetscape improvements to the right-of way of SE 2nd Avenue between NE Eller Street and SE 10th Street, and improvements to the right-of-way of SE 4th Street between the east right-of-way of the FEC railroad and SE 2nd Avenue within Pioneer Grove (the “Streetscape Project”); and

WHEREAS, the design of the Streetscape Project is partially funded by the Broward County Surtax Program; and

WHEREAS, as the design of the Streetscape Project is being developed, it is necessary to include planting and irrigation design plans for Phase 1 of the Pioneer Village 2nd Avenue portion of the project within the right-of-way (collectively, the “Landscape Plans”); and

WHEREAS, staff has determined that it is necessary to retain a firm to provide design services for the development of the Landscape Plans to be utilized for the bid portion of the Streetscape Project, as well assist in the preparation of bid documentation and the bid process (collectively, the “Services”); and

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

WHEREAS, Kimley-Horn has been providing consulting services related to the Pioneer Grove Infrastructure Improvements related to design services for the water main, which includes available survey and geotechnical data from its work on the streetscape improvements, as well as providing engineering services for the water main replacement project; and

WHEREAS, based on Kimley-Horn’s qualifications and significant work and knowledge regarding the Pioneer Grove Project, the Department of Planning and Development Services

requested a proposal from Kimley-Horn for the Services, and negotiated a project scope and fee in the amount of \$49,880.00 with Kimley-Horn, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Kimley-Horn under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$49,880.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Kimley-Horn, attached as Exhibit “1”, in an amount not to exceed \$48,830.00 for the Services.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Kimley-Horn, attached as Exhibit “1”, for the Services for the Streetscape Project in an amount not to exceed \$49,880.00.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND KIMLEY-HORN AND ASSOCIATES INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES RELATED TO THE PIONEER GROVE COMPLETE STREETS PROJECT

This Work Authorization is entered into this ____ day of _____, 2024, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the “City”) and Kimley-Horn and Associates, Inc., a for profit Corporation authorized to do business in the State of Florida, (the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract, dated April 12, 2021, pursuant to RFQ #21-11, (the “Continuing Contract”); and

WHEREAS, the Continuing Contract was renewed for another one-year period effective April 12, 2024 through April 11, 2025; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional architectural and engineering services, as more specifically set forth in Exhibit “A” of this Work Authorization, pursuant to the terms of the Continuing Contract.

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

SECTION 1
RECITALS

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

SECTION 2
SCOPE OF SERVICES

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

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant a lump sum amount not-to-exceed \$49,880.00 as further detailed in Exhibit “A”. Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City’s termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section

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

SECTION 4

TERM OF WORK AUTHORIZATION

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

SECTION 5

TERMINATION OF WORK AUTHORIZATION

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

SECTION 6

CONTINUING CONTRACT

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

SECTION 7

INDEPENDENT CONSULTANT

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

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

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

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

SECTION 9 **INSURANCE**

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

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

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

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

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

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed

by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

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

SECTION 10

NON-APPROPRIATION OF FUNDS

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

SECTION 11

MISCELLANEOUS

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

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

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

SECTION 14
NOTICES

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

SECTION 15
GOVERNING LAW AND VENUE

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

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

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion,

color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

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

SECTION 19 **SEVERABILITY**

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

SECTION 20 **SURVIVAL**

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

SECTION 21
JOINT PREPARATION

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

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 20____.

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

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____
Signature

Name: _____

Title: _____

This ____ day of _____, 2024

EXHIBIT A SCOPE OF SERVICES

PIONEER VILLAGE 2ND AVE LANDSCAPE AND IRRIGATION. PHASE 1

PROJECT UNDERSTANDING

Project limits:

- The R/W of NE/SE 2nd Ave from NE 1st Street to SE 10th Street: approximately 1 mile
- The R/W of SE 4th Street from SE 1st Terrace to SE 2nd Ave: approximately 330 LF

Kimley Horn will prepare planting plans and irrigation plans as well as details and specifications in support of each for work within the project limits noted above. This scope of services is limited to planting and irrigation design services.

Assumptions:

This scope of services assumes the following:

- Kimley-Horn will not provide plan view or 3D renderings for the project.
- Kimley-Horn will not provide hardscape design services.
- Irrigation source is assumed to use potable water. Should a well and pump be required, electrical service to the pump will be required.
- Irrigation controller is assumed to be solar or battery powered. Should a hard-wired controller be required, electrical service to the controller will be required.
- Electrical engineering services are excluded from this scope of services.
- Tree disposition plans will not be required, as there are no existing trees within the R/W that will impact design.
- All technical specifications will be placed on plan sheets related to planting and irrigation. City will provide all Division 1 (front end/ bid specs) specifications for bidding the project. Kimley-Horn will provide limited revisions to the Division 1 specs, as described in Task 3.

Landscape Architectural Scope of Services

Task 1: Conceptual Design – Kimley-Horn will perform the following conceptual design phase services:

- Planting Conceptual Design: Kimley-Horn will develop a plant material exhibit identifying proposed trees, palms, shrubs, and groundcovers with photographs of each labeled with species and variety. Kimley-Horn will develop a concept planting for each building type, and main entrance, and the amenity area. Concept planting design will identify tree and palm locations as well as outlines for shrub beds, groundcovers, and similar treatments. A draft of

clear sight triangles will also be prepared. Design prepared will be presented as a preliminary design, roughly 30% complete.

- **Irrigation:** Kimley-Horn will determine source and mainline routing, as well as identify potential controller options and controller locations.

After receiving Client input, Kimley-Horn will prepare a technical memo identifying the Client-selected options for use in preparing construction documents under Task 2.

Task 2: Landscape and Irrigation 90% and 100% Drawings – Kimley-Horn will perform the following conceptual design phase services:

- Based on approved concept prepared under Task 1, Kimley-Horn will prepare the following construction documents for landscape and irrigation within the project limits, in compliance with the City of Deerfield Beach Land Development Code and Florida Green Book Standards:
 - Planting plans will delineate plant material, plant quantities, plant schedules, specifications, and project-specific planting details as required.
 - Irrigation plans will delineate irrigation equipment, quantities, piping layout, specifications, and project-specific irrigation details as required. Electrical service design for controller or pump station is not included; this service can be provided by Kimley-Horn as a part of a project amendment. If client requests a well as a water source, Kimley-Horn will provide manufacturer's specification for pump equipment and a performance specification for the well.
- Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) based on the 90% design.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 2 Submittals:

Client design direction will be incorporated into the submittal packages as follows:

- A **90% progress submittal** will be presented to the Client for review and comment, along with OPC.
- A 100% submittal will be prepared, incorporating Client comments, along with a response to Client comments. Up to two rounds of revisions to the 100% plans will be provided prior to bidding the project. The OPC will be updated as a part of the 100% submittal.

Task 3: Limited Bid Phase Services – Kimley-Horn will perform the following services:

It is our understanding that the Client will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. Consultant will consult with and advise the Client for the proposed improvements during the bidding process. This task is limited to:

- Preparation of bid form, bid item quantities and descriptions, and bid description.

- Attendance at one pre-bid meeting
- Issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by Consultant will be approved by the Client prior to issuance.

Once bids are received, Consultant shall review the bids and provide a recommendation to the Client of the apparent low bidder's price proposal. The Client will be responsible in making the award.

ADDITIONAL SERVICES

The Client may elect to authorize Kimley-Horn to provide services not included in the above scope. We can provide additional scope and fee for the following items, at the Client's request:

- Renderings of planting design
- Arboriculture services for existing tree valuation or existing tree condition assessment
- Hardscape design services
- Electrical design services or service diagrams
- LEED or any other green construction certification services
- SFWMD consumptive water use permitting
- Construction phase services

SCHEDULE

We will provide the above-described services outlined in an expeditious and orderly manner to meet the schedule mutually agreed to by the City and Kimley-Horn for the various elements of the project. Estimated schedule is as follows:

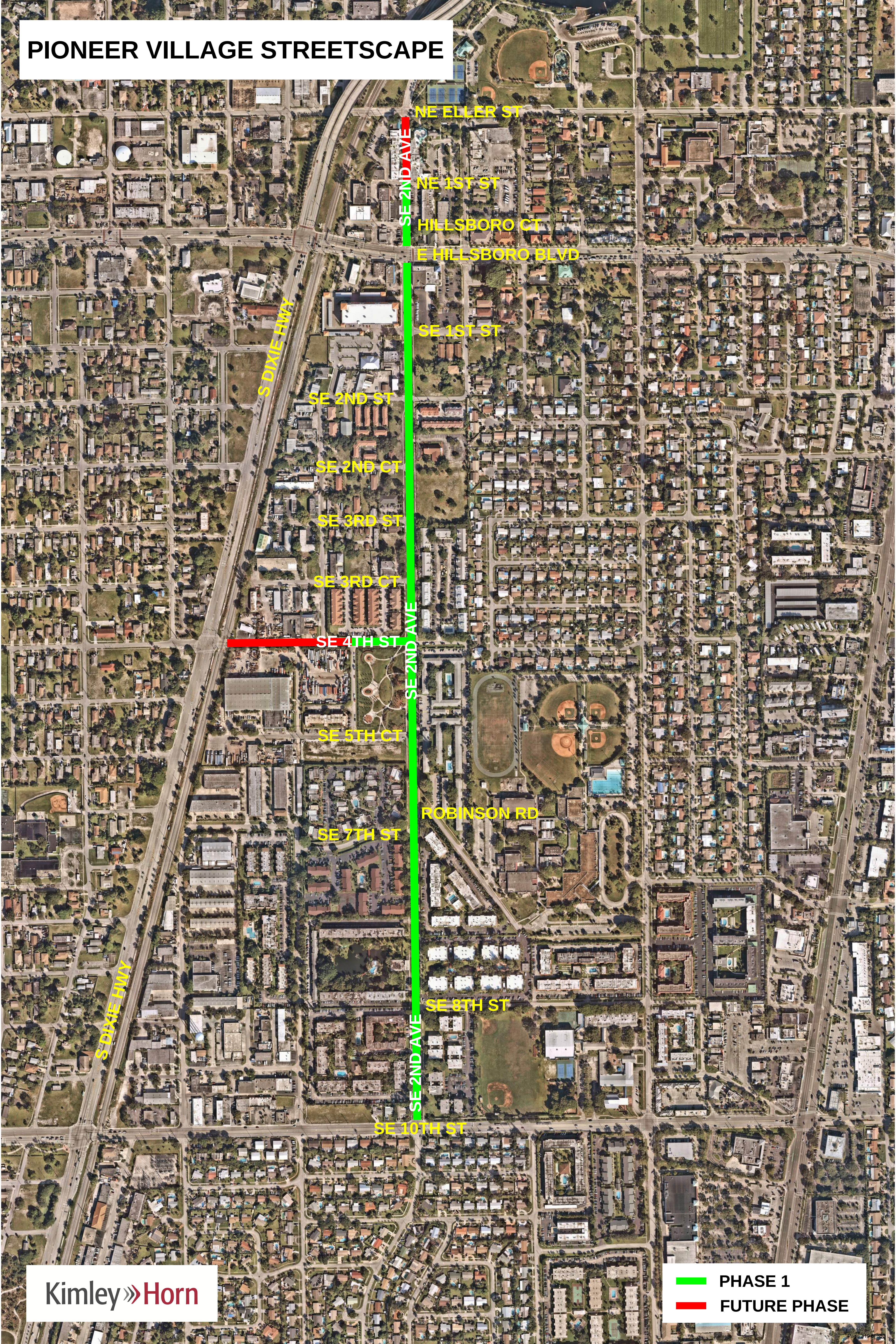
No.	Service Area Name	Deadline
1	Notice to Proceed and Commencement of Work	14 day after contract award
2	Concept Design Services	14 days after NTP
3	90% Design Submittal	30 days after acceptance of Concept Design
4	100% Design Submittal	30 days after receipt of 90% Client comments
5	Bid-ready Plans and Specs	30 days after receipt of 100% Client comments

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 3 for the **maximum fee of \$49,880**. All permitting, application, and similar project fees will be paid directly by the Client.

Task No.	Task Description	Fee (\$)	Fee Structure
Task 1	Conceptual Design	\$ 9,630	Lump Sum
Task 2	90%/ 100% Drawings	\$ 32,150	Lump Sum
Task 3	Limited Bid Phase Services	\$ 6,600	Lump Sum
Expenses	Reimbursable Expenses	\$ 1,500 (MAX)	Per Agreement
	GRAND TOTAL	\$ 49,880	

PIONEER VILLAGE STREETSCAPE





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-275

Agenda Date: 6/4/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the City of Deerfield Beach Community Redevelopment Agency to provide short term loan funding in the amount of \$2,000,000.00 for the Sawgrass to Seagrass Center Project located at Sullivan Park; providing for conflicts, severability, and an effective date. (Funds from Account #001-0000-389-90-10 - General Fund/Principle on Interfund Loan)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$2,000,000

Account Name (FROM): General Fund/Principle on Interfund Loan

Account Number: 001-0000-389-90-10

Secondary Account Name (TO): CRA/Infrastructure and Capital Improvements/Sullivan Park Facility

Secondary Account Number: 190-1500-559-63-04

Background/History

The Deerfield Beach Community Redevelopment Agency (CRA) has been developing the Sawgrass to Seagrass Center at Sullivan Park as part of the redevelopment plan. The project is the Phase 2 expansion of the award-winning Sullivan Park located at 1700 Riverview Road and is meant to further stimulate retail and ecotourism activity in the Cove area. The ambitious project was designed, underwent preliminary permitting and was put out to bid under a competitive solicitation. The solicitation resulted in 5 bids being submitted with a low bid of \$8,129,671.

Current Activity

The Deerfield Beach CRA does not have adequate Tax Increment Revenue (TIR) available in Fiscal Year 2024 to completely fund the project. After current project obligations and anticipated funding needs over the balance of Fiscal Year 2024, the CRA has \$6,100,000 available in FY 2024 to fund this project, resulting in a net funding gap of roughly \$2,000,000. The CRA Board, however, is desirous of moving forward to get the project under contract to avoid further price escalation and to expedite project commencement.

In order to achieve these objectives, the CRA proposes an Interlocal Agreement, wherein the CRA would borrow the balance of the funds necessary (\$2,000,000) to enter into a contract with the low bidding firm. The CRA proposes paying the current market interest rate for the funds. The City's financial advisor has indicated a loan rate of 6% APR. The term of the loan will be from approval,

through January 1, 2025. The CRA will collect new TIR funding in Fiscal Year 2025 of approximately \$6,200,000. As per State of Florida Statutes, these funds are due to the CRA by December 31, 2024.

Project construction is projected to commence in October 2024. The CRA will pay all project invoices using CRA funds until they are exhausted. The CRA will only draw on borrowed City funding in the event that CRA funds are no longer available. After careful examination of the project construction critical path schedule, it is highly unlikely that City funds will actually be used. Upon receipt of Fiscal Year 2025 TIR payments or no later than January 1, 2025, the CRA will reimburse the City in full. This item provides the flexibility of the CRA securing a loan of an amount up to \$2,000,000, in the event it is needed.

Recommendation

The City Commission is asked to approve the proposed Interlocal Agreement with the Deerfield Beach CRA for a short-term loan of an amount up to \$2,000,000 as per the terms of the Interlocal Agreement.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE SHORT TERM LOAN FUNDING IN THE AMOUNT OF \$2,000,000.00 FOR THE SAWGRASS TO SEAGRASS CENTER PROJECT LOCATED AT SULLIVAN PARK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach CRA (the “CRA”) has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area; and

WHEREAS, on March 6, 2024, the CRA, through the City’s Procurement Division, issued Invitation to Bid No. 24-10-PC (the “ITB”) for the Sawgrass to Seagrass Center Project located in Sullivan Park; and

WHEREAS, the CRA Board will be considering the award of the ITB at its June 11, 2024 CRA meeting; and

WHEREAS, the apparent low bid response to the ITB for the Project construction is in the amount of \$8,125,617.87, which exceeds the CRA’s current obligated Fiscal Year 2024 (“FY 24”) budgeted costs; and

WHEREAS, the CRA currently has budgeted approximately \$6.1 million in FY 2024 for the Project and intends on allocating approximately \$2,000,000.00 in the Fiscal Year 2025 budget upon receipt of its Tax Increment Funding, which is due to the CRA by January 1, 2025; and

WHEREAS, due to the significant enhancements that the Project will bring to Sullivan Park, and to insure that the Project can commence immediately upon award of the ITB and the Project not be impacted by price escalations, the CRA has requested that the City provide the CRA with a short-term loan in the amount of \$2,000,000.00 at the rate of 6% APR to bridge the gap in the FY 2024 CRA budget (the “Short-Term Loan”), and the CRA will repay the Short-Term Loan amount plus interest to the City in Fiscal Year 2025 upon the CRA’s receipt of the Fiscal Year 2025 tax increment revenues; and

WHEREAS, City staff recommends that the City Commission approve the Interlocal Agreement with the CRA, attached as Exhibit “A”, for the City to provide the Short-Term Loan to the CRA to facilitate execution of a construction contract for the Project and commencement of the Project construction (the “Interlocal Agreement”).

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the Interlocal Agreement with the CRA, attached as Exhibit “A”, and provide the Short-Term Loan for the Project.

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

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

Section 2. The City Commission hereby approves the Interlocal Agreement with the CRA, attached as Exhibit “A”, for the City to provide the Short-Term Loan to the CRA to facilitate execution of a construction contract for the Project and commencement of the Project construction.

Section 3. The City Manager is hereby authorized to execute the Interlocal Agreement with the CRA, 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. The 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

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of June, 2024, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (“City”) and the City of Deerfield Beach Community Redevelopment Agency (“CRA”).

WITNESSETH:

WHEREAS, the CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area within the City in the CRA area; and

WHEREAS, on March 6, 2024, the CRA, through the City’s Procurement Division, issued Invitation to Bid No. 24-10-PC (the “ITB”) for the Sawgrass to Seagrass Center Project located in Sullivan Park (“Project”); and

WHEREAS, on March 6, 2024, the CRA, through the City’s Procurement Division, issued Invitation to Bid No. 24-10-PC (the “ITB”) for the Sawgrass to Seagrass Center Project located in Sullivan Park; and

WHEREAS, the CRA Board will be considering the award of the ITB at its June 11, 2024 CRA meeting; and

WHEREAS, the apparent low bid response to the ITB for the Project construction is in the amount of \$8,125,617.87, which exceeds the CRA’s current obligated Fiscal Year 2024 (“FY 24”) budgeted costs; and

WHEREAS, the CRA currently has budgeted approximately \$6.1 million in FY 2024 for the Project and intends on allocating approximately \$2,000,000.00 in the Fiscal Year 2025 budget upon receipt of its Tax Increment Funding, which is due to the CRA by January 1, 2025; and

WHEREAS, due to the significant enhancements that the Project will bring to Sullivan Park, and to insure that the Project can commence immediately upon award of the ITB and the Project not be impacted by price escalations, the CRA has requested that the City provide the CRA with a short-term loan in the amount of \$2,000,000.00 at the rate of 6% APR to bridge the gap in the FY 2024 CRA budget (the “Short-Term Loan”), and the CRA will repay the Short-Term Loan amount plus interest to the City in Fiscal Year 2025 upon the CRA’s receipt of the Fiscal Year 2025 tax increment revenues; and

WHEREAS, the City has agreed to provide Short-Term Loan to the CRA in an amount not to exceed \$2,000,000.00 in accordance with the terms and conditions of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1
AUTHORITY AND CONDITIONS PRECEDENT

1.1 The above recitals and the findings of fact contained in this Agreement are true and correct and incorporated into this Agreement by this reference.

1.2 This Interlocal Agreement is entered into pursuant to Section 163.387, Florida Statutes, and Section 163.01, Florida Statutes, entitled “Florida Interlocal Cooperation Act of 1969,”.

ARTICLE 2
CITY FUNDING AND CRA REPAYMENT OBLIGATION

2.1 The City shall loan the CRA an amount not to exceed \$2,000,000.00, for a period not to extend beyond January 1, 2025, to be utilized for the construction costs of the Project in accordance with the contract terms and conditions between the CRA and the CRA selected contractor for the construction of the Project (the “Contractor”).

2.2 For the term of this Agreement (as defined in Article 3 below), the CRA shall provide City with documentation of all payments made to the Contractor for the Project.

2.3 It is hereby acknowledged and agreed that the CRA will first utilize the CRA Fiscal Year 2024 budgeted funds for the payment of Project constructions costs, and the CRA shall only utilize the Short-Term Loan funds if the CRA’s FY 2024 budgeted funds for the Project have been fully expended and the CRA’s Fiscal Year 2025 tax increment revenues are not yet available for payment of such Project costs.

2.3. The CRA shall remit payment in the amount of \$2,000,000.00, plus interest at a rate of 6% APR, upon the earlier to occur of (i) one month after the CRA receives the CRA’s Tax Increment Funding for Fiscal Year 2025, or January 1, 2025.

ARTICLE 3
TERM

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until all funding provided by the City to the CRA through the Short Term Loan has been fully repaid to the City, including the payment of all applicable interest due on the Short Term Loan (the “Term”).

ARTICLE 4 **NOTICES**

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO THE CRA:

Kris Mory, CRA Executive Director
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

AS TO CITY:

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

ARTICLE 5 **JURISDICTION, VENUE AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No Single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 6 **MISCELLANEOUS**

6.1 NO THIRD-PARTY BENEFICIARIES - Nothing in this Agreement shall be construed or interpreted to give any rights or benefits to anyone other than the CRA and the City.

6.2 WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

6.3 ENTIRETY OF THE AGREEMENT – The CRA and City agree that this Interlocal Agreement sets forth the entire agreement between the parties regarding the subject matter in this Interlocal Agreement and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of the CRA and City.

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The City Commission of the City of Deerfield Beach, Florida, signing by and through its MAYOR, authorized to execute same on the 4th day of June, 2024, and the City of Deerfield Beach Community Redevelopment Agency, by and through its BOARD, signing by and through its Chair, authorized to execute same by BOARD action on the 11th day of June, 2024.

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

ATTEST:

By: _____
BILL GANZ, MAYOR

HEATHER MONTEMAYOR
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY:

ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
BILL GANZ, CHAIR

HEATHER MONTEMAYOR, CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CRA ATTORNEY



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-282

Agenda Date: 6/4/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing boundaries for City Commission districts as required by the City Charter; providing for conflicts, 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

Per Section 3.04(2) of the City Charter, redistricting must be completed at least 90 days prior to the regular city commission election; however, Florida House Bill 411, effective July 1, 2023, specifies that changes to county commission districts, municipal districts, or school board member residence areas may not be made in the 270 days before a regular general election for the district or residence area. Therefore, the City of Deerfield Beach is required to complete the redistricting for the March 2025 election by June 13, 2024.

Per the City Charter, the division of the City into four (4) districts shall be as nearly as practicable on an equal population basis by contiguous boundaries. No sitting commissioner shall be disqualified from completing his or her term as a result of redistricting.

Current Activity

After soliciting proposals from redistricting consultants, the City retained the services of an independent consultant, Dr. Ronald R. Schultz, (the "Consultant") to evaluate the City's current Districts and provide recommendations for appropriate revisions to the Districts, if necessary. The Consultant has conducted a study of the demographics of the City and, at the May 21, 2024 City Commission Meeting, presented three alternative District boundaries to the City Commission that the Consultant indicated comply with all applicable federal and state regulations and laws and the provisions of the City Charter Alternative 1 was favored by the majority of the Commission. The districts chosen will apply for the next four years. Regardless of the option chosen, the consultant advised that all proposed districting models meet state, federal, and local guidelines and do not disqualify any commissioner from completing their term as a result of the redistricting.

Recommendation

Approval of resolution choosing a redistricting alternative.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ESTABLISHING BOUNDARIES FOR CITY COMMISSION DISTRICTS AS REQUIRED BY THE CITY CHARTER; PROVIDING FOR CONFLICTS, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, Section 3.04(2) of the City Charter requires that every four years, at least 90 days prior to the regular City Commission election, the City Commission shall divide the City into four districts (collectively, the “Districts”) for the purpose of electing one commissioner from each district; and

WHEREAS, Florida House Bill 411, effective July 1, 2023, specifies that changes to municipal districts may not be made in the 270 days before a regular general election for the district; and

WHEREAS, after soliciting proposals from redistricting consultants, the City retained the services of an independent consultant, Dr. Ronald R. Schultz, (the “Consultant”) to evaluate the City’s current Districts and provide recommendations for appropriate revisions to the Districts, if necessary; and

WHEREAS, the Consultant has conducted a study of the demographics of the City and, at the May 21, 2024 City Commission Meeting, presented three alternative District boundaries to the City Commission that the Consultant indicated comply with all applicable federal and state regulations and laws and the provisions of the City Charter; and

WHEREAS, both the City Commission and the Consultant find that the proposed City Commission redistricting Alternative 1, attached as Exhibit “A”, provides for four Commission districts that comply with all applicable requirements.

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

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

Section 2. The City Commission finds that the Districts set forth in the attached Exhibit “A” (Alternative 1) comply with Section 3.04 of the City Charter and all other applicable requirements.

Section 3. The City Commission hereby establishes the boundaries for the Districts as set forth in Alternative 1, attached as Exhibit “A”, for the purposes of electing one Commissioner for each district in accordance with Section 3.04 of the City Charter and applicable law. The Districts, as set forth in Exhibit A, shall be used in the March 2025 municipal election and thereafter until amended by the City Commission in accordance with the

City Charter.

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

Section 5. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS _____ DAY OF JUNE, 2024.

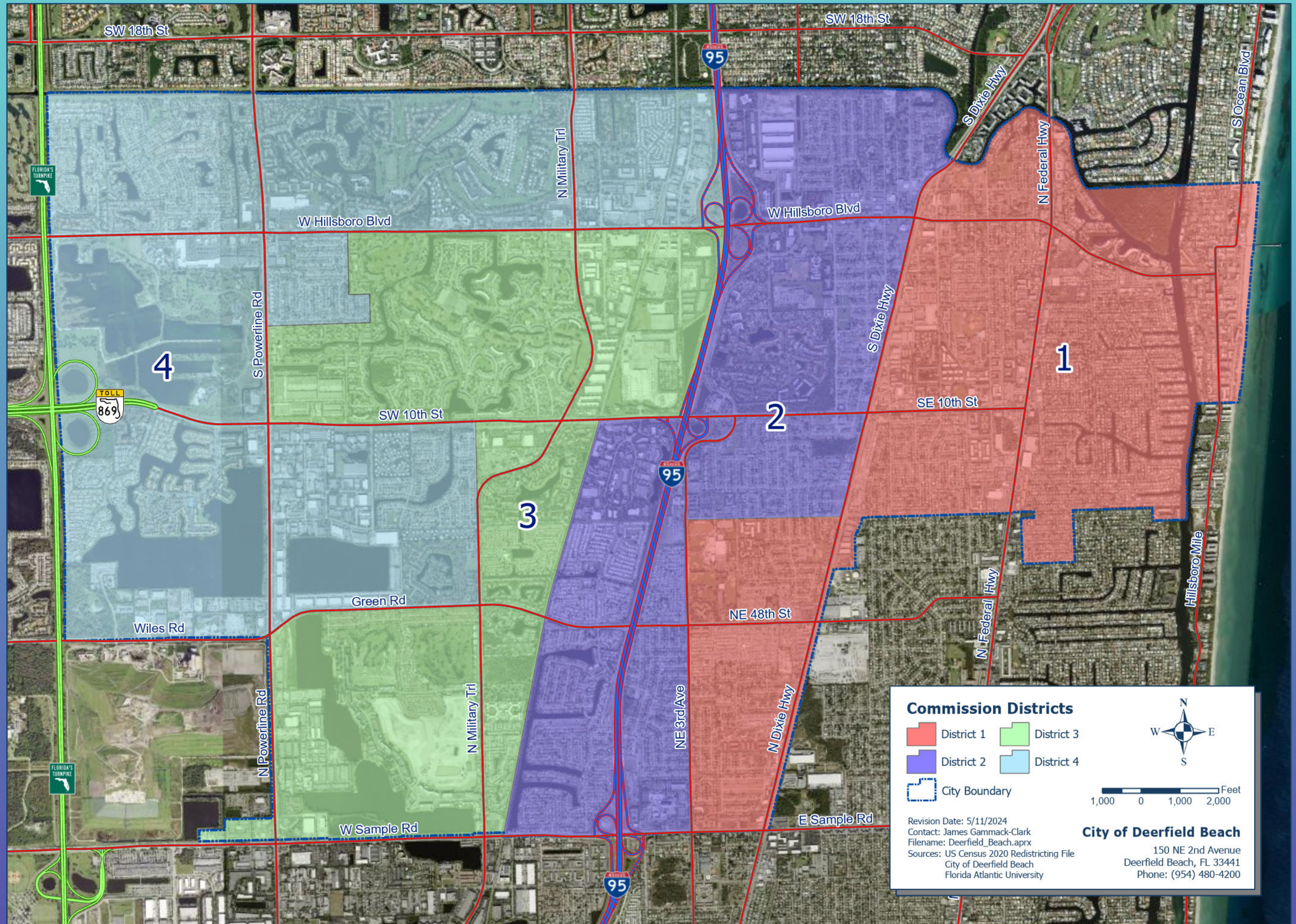
BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

Deerfield Beach

Alternative Commission Districts 1



Consultant Report: Redistricting Alternatives for the City of Deerfield Beach

May 15, 2024

Ronald R. Schultz, Ph.D.

James Gammack-Clark, M.A., Ph.D. candidate (ABD)

Michael Stamm Jr. MURP

Introduction

The City of Deerfield Beach contracted with Ronald R. Schultz, PhD., Consultant and Professor Emeritus in Geosciences at Florida Atlantic University, to conduct an analysis of their City Commission election districts and, if necessary, prepare recommended alternatives for City Commission consideration. The consulting team of Dr. Schultz, Mr. James-Gammack-Clark, and Mr. Michael Stamm Jr have a long history of performing redistricting options and population analyses for communities in the south Florida area (documented in our Proposal previously submitted to the City). Most recently, since the availability of the 2020 U.S. Census population counts, the consulting team has worked with ten south Florida municipalities to examine and revise their city council or commission districts. These analyses reviewed the existing population balance across the city's election districts and, in all but one case, proceeded to develop several alternative spatial configurations for the city's election districts. The goal was to balance the population across the districts while maintaining other district characteristics as much as possible. Workshops and public meetings were undertaken as input to the development of these alternative district shapes. Recommendations were then made for consideration by the city council or commission.

On Thursday, May 9, 2024, the consultant team provided the City of Deerfield Beach with a Re-Evaluation Study of City Commission District Boundaries. That report evaluated the current population distribution across the existing Deerfield Beach City Commission election districts. The 2020 U.S. Census apportionment dataset (Census Redistricting Summary Files: Public Law 94-171) is the initial population base for this analysis. However, we added to the Census population counts the impact of new housing development in the City since the Census was undertaken. That report also reviewed some important characteristics of the 2020 U.S. Census and discussed recently adopted Florida legislation that impacts redistricting. We repeat aspects of the Re-Evaluation report to allow this report to stand alone.

Deerfield Beach City Charter

The Charter of the City of Deerfield Beach, specifically Article III - Legislative, Section 3.04 - Election and terms, paragraph (2) provides guidance regarding the creation of election districts and the timeline for when the City should undertake to redistrict.

The City Charter states:

*(2) **District representation.** At least ninety (90) days prior to the regular city commission election to be held in March 2009 and the city commission election every four (4) years thereafter, the commission shall divide the city into four (4) districts (District 1, 2, 3 and 4) for the purpose of electing one (1) commissioner from each district. The division of the city into four (4) districts shall be as nearly as practicable on an equal population basis by contiguous boundaries. No sitting commissioner shall be disqualified from completing his or her term as a result of redistricting.*

Current Districts

An Evaluation of the Existing Districts:

The 2020 U.S. Census indicates that the City of Deerfield Beach's population was 86,859 on April 1, 2020. Thus, at that time, the mathematical average district would be 21,715 people. The three leftmost numerical columns of **Table 1** present the 2020 U.S. Census population counts of the City's current geographic districts, the percentage each district represents of the City's total 2020 population, and each district's deviation from the mathematical average district size. District 3 is the largest district with 22,548 people (26.0% of the City), and District 1 is the smallest with 19,769 people (22.8% of the City population). District 3 deviates from the mathematical average district population by 3.8%, and District 1 is 9.0% below this mathematical average district.

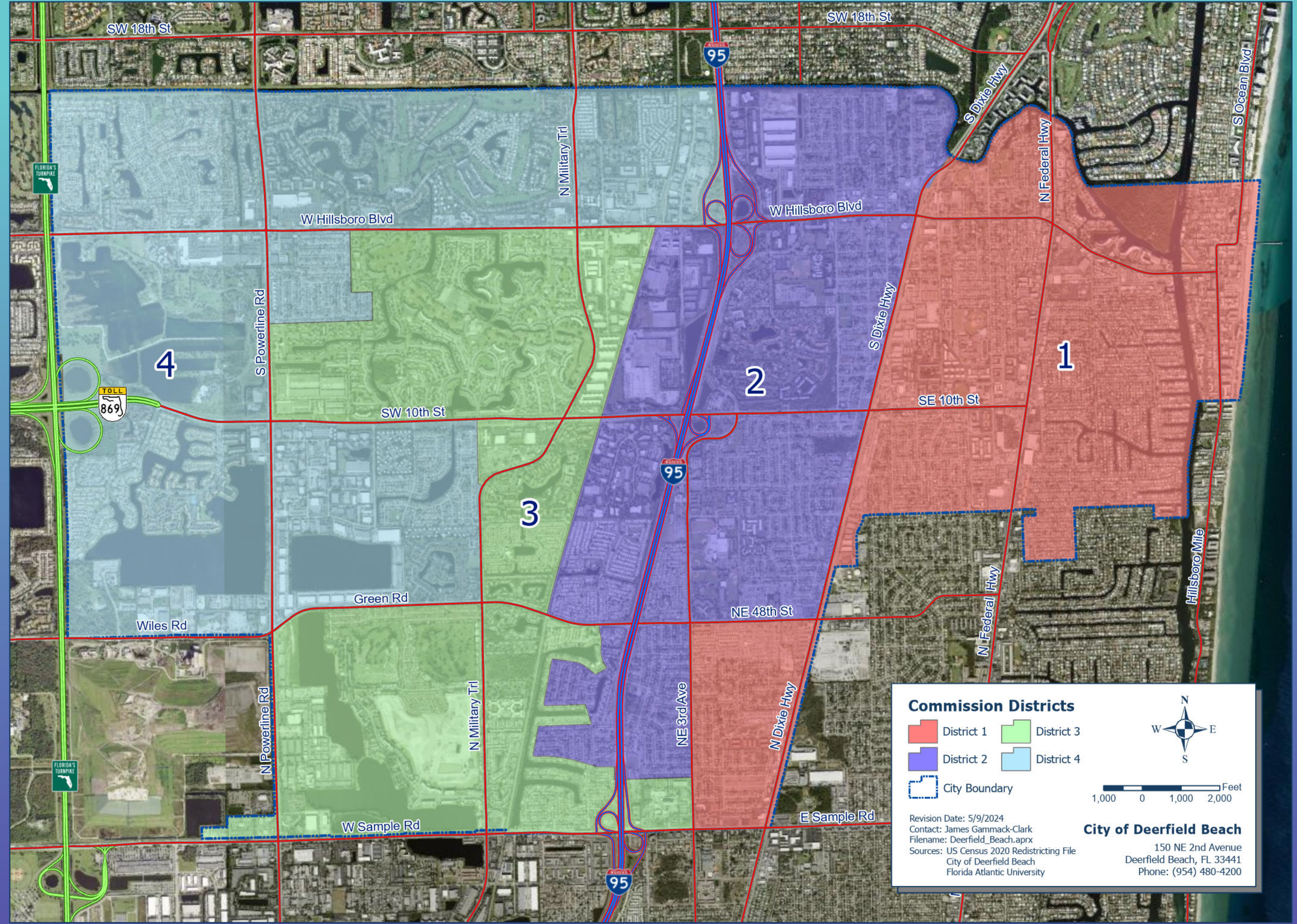
Based on 2020 Census data, the current election districts have a mean deviation of **4.5%** and a spread between the largest and smallest districts of **12.8%** (9% + 3.8%).

Table 1 – Current Commission Districts – City of Deerfield Beach
2020 Enumeration and 2024 Population Estimate

Current Districts	2020 Population	% of City	Deviation From Average	2024 Population Estimate	% of City	Deviation From Average
District 1	19,769	22.8	-9.0%	20,038	22.7	-9.2%
District 2	22,496	25.9	3.6%	22,536	25.5	2.1%
District 3	22,548	26.0	3.8%	23,615	26.8	7.0%
District 4	22,046	25.4	1.5%	22,066	25.0	0.0%
Total	86,859	100	17.9%	88,255	100	18.4%
Average	21,715	25	4.5%	22,064	25	4.6%

Deerfield Beach

Existing Commission Districts



Commission Districts

 District 1	 District 3
 District 2	 District 4
 City Boundary	

1,000 0 1,000 2,000 Feet

Revision Date: 5/9/2024
 Contact: James Gammack-Clark
 Filename: Deerfield_Beach.aprx
 Sources: US Census 2020 Redistricting File
 City of Deerfield Beach
 Florida Atlantic University

City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441
 Phone: (954) 480-4200

An Evaluation of Growth:

The 2020 U.S. Census was conducted over four years ago, and its data is growing older each day. The City Charter requires an analysis of election districts every four years. Thus, to ensure that any recommendations for redistricting reflect the city's growth since Census Day (April 1st, 2020), we have generated a population estimate, which is standard practice when municipal redistricting is conducted in intercensal years. To this end, City staff identified housing not included in the 2020 Census. Specifically, units that have been completed since Census Day and a small number of units that are presently under construction and expected to be completed by late 2024. These projects add 598 new units to the city's existing housing stock. Population estimates for each project were calculated by multiplying the number of units by the persons per household (PPH, 2.34) value established by the U.S. Census American Community Survey for the City of Deerfield Beach (2018-2022). The number of units and the population estimate are given in **Table 2** below. Note: Population estimates used in the districting analysis were made at the census block level rather than on a project-by-project basis. Rounding these estimates into whole numbers (persons) produces a difference of 4 people between these two ways of estimating the population impact of the new units. Thus, the population estimate for the new housing is 1,396 people. Most of that growth (1,067 people) has occurred in District 3.

Accounting for this growth since the 2020 census results in a 2024 population estimate for the City of Deerfield Beach of 88,255. The mathematical average population for each district is 22,064.

***Table 2 – City of Deerfield Beach
Population Estimates for Approved Developments***

Development	Units	Population Estimate	Current District	Completion Date
Veleiros	257	601	3	2021
Pine Tree Park	7	16	4	2022
Verona Heights	26	61	1	2022
Sandpiper Pointe	199	466	3	2022
Tallman Pines	75	176	1	2024
Miscellaneous Homes	34	80		2024
Estimated by Development	598	1,400		
Estimated by Census Block	598	1,396		

Note: The U.S. Census average persons per household (2018-2022) for the City of Deerfield Beach (2.34) was used to calculate the population estimate, rounded to the nearest whole number.

The **Existing Districts Map** and the three rightmost columns of **Table 1** show the current districts' geographic boundaries and estimated population. Using the 2024 population estimates, the district with the greatest population is still District 3, with 23,615 residents (26.8% of the city); the district with the smallest population remains District 1, with 20,038 residents (22.7% of the city).

The growth that has occurred since Census Day has further expanded population inequality between the districts, with the mean deviation rising slightly from 4.5% to **4.6%** and the spread between the largest and smallest districts growing from 12.8% to **16.2%** (9.2% + 7.0%). Restoring population equity will require increasing the population (and thus also its geographic area) of District 1 while reducing the population (and area) of District 3. These changes will have a domino effect in the other districts.

Redistricting Criteria and Data Sources

The framework or criteria guiding the development of revised district plans can be summarized as follows:

- 1) Reasonable population equality across districts:
 - Districts should have approximately the same number of people. All residents, regardless of age or other characteristics, are counted. Ideal district size is based on the total population of the city divided by the number of districts. The City of Deerfield Beach Charter states: *“the division of the city into four (4) districts shall be as nearly as practicable on an equal population basis by contiguous boundaries.*
 - Redistricting should adhere to Section 2 of the Voting Rights Act of 1965, as amended and interpreted through case law. This criterion requires that minority population clusters be respected when developing district boundaries. Arbitrary dilution and other discriminatory practices are prohibited.
 - Redistricting should adhere to Florida’s Fair Districting Amendment.
- 2) Geographic contiguity and appropriate compactness:
 - District boundaries should follow major natural and manmade features where possible.
 - Districts should maintain the integrity of communities of interest based on race, life cycle/age, income, and other community identity characteristics.

- Where possible, districts should minimize the degree of change in pre-existing patterns of districts to promote continuity of citizen identification with a district.
- Districts should be compact and spatially contiguous to the extent possible.

The first criterion is of primary importance; the second is significant in guiding decisions in reaching a reasonable population balance. The contiguity and compactness criterion are subject to the reality of city geography.

In developing revised Deerfield Beach City Commission election districts, the spatial units used in composing or building the districts are residential housing subdivisions (communities) and U.S. Census Blocks. Subdivisions are typically homogeneous in their housing characteristics and thus serve households with broadly similar interests. Therefore, district borders are typically subdivision boundaries and associated major roadways or other obvious physical features. U.S. Census Blocks are typically subunits in subdivisions and are the smallest spatial units used in tabulating Census data.

In addition to the above criteria, recent legislation enacted by the Florida Legislature states explicitly that districts may not be drawn with the intent to favor or disfavor a candidate for, or a member of, the governing body based on their residential address. The legislation also defines a timeline for the adoption of election districts. House Bill No. 411 created section 166.0321, F. S.: which states:

Each municipality shall, from time to time, fix the boundaries of its districts so as to keep them as nearly equal in proportion to their respective populations as practicable, provided that such changes may not be made in the 270 days before a regular general election for the governing body of the municipality. Districts may not be drawn with the intent to favor or disfavor a candidate for member of the governing body, or an incumbent member of the governing body based on the candidate's or incumbent's residential address. Any ordinance enacted or adopted by a municipality on or after July 1, 2023, which is in conflict with this section is void.

The City of Deerfield Beach will hold its next Municipal General Election on March 11, 2025. Thus, consistent with this statute, new districts should be adopted before June 14, 2024, to be in effect at the next municipal election.

Map Alternatives

Given the necessity for redistricting, three map alternatives have been developed for review and discussion by the City Commission. The alternatives presented here meet the City Charter's standard districting guidelines and requirements. They represent alternative ways to better balance district populations while also seeking to keep with the intent of the other identified guidelines.

The existence of population inequality across the City's districts means that changes to district boundaries are needed to achieve compliance with redistricting rules and standards. Consequently, all the proposed alternatives involve modifying current district boundaries to achieve population equity. The alternatives are presented in the order of magnitude of change from the existing districts, starting with the least and ending with the most.

Alternative 1

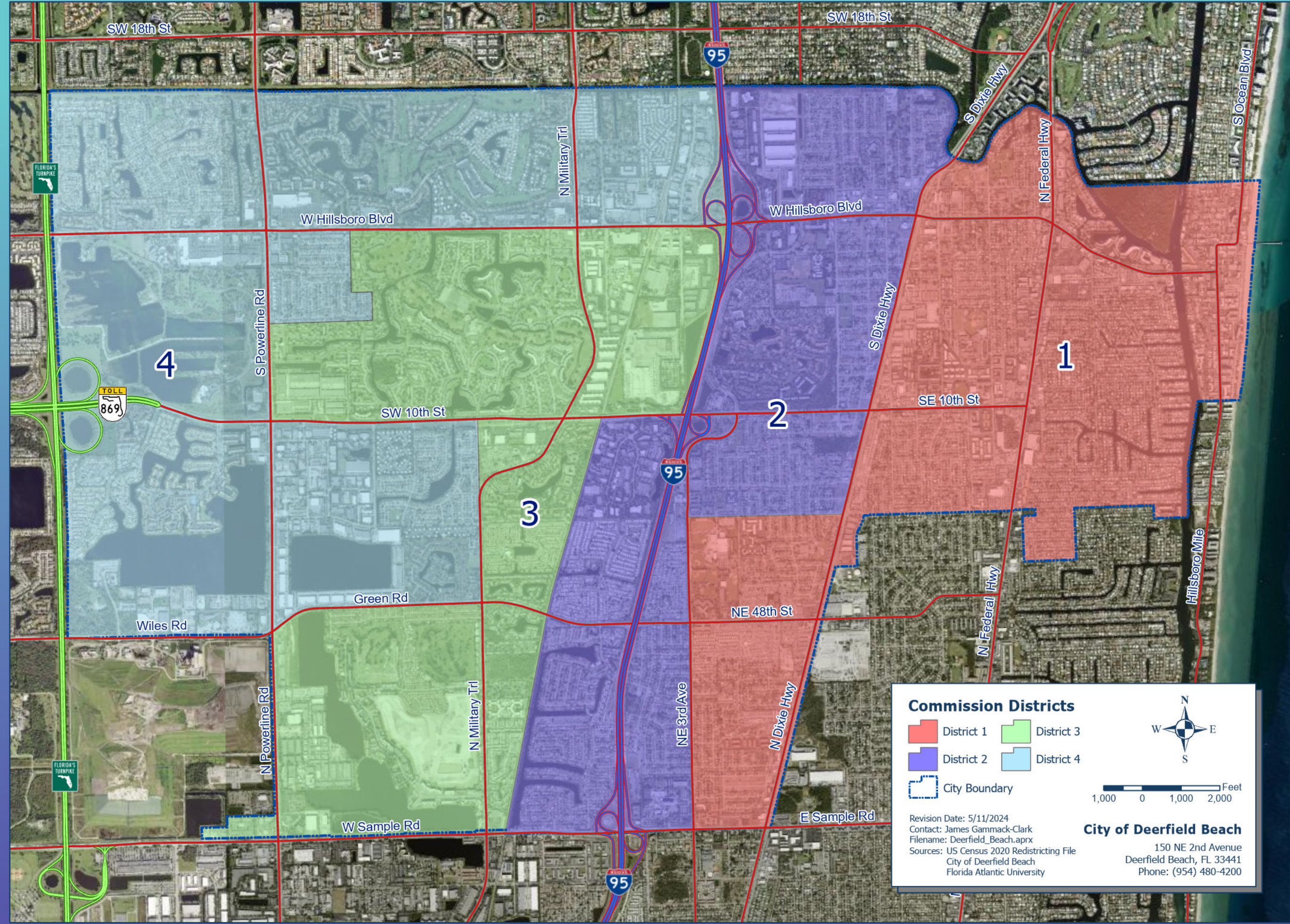
The intent of Alternative 1 is to achieve population balance by changing the existing boundaries as little as possible. The impact of these modifications on each district's 2024 estimated population and geographic boundaries are reflected in **Table 3**, the **Alternative 1 Map** and the **Existing vs. Alternative 1 Comparison Map**.

Table 3 – Alternative Districts 1 – City of Deerfield Beach
2024 Population Estimates

Alternative 1	2024 Population	% of City	Deviation From Average
District 1	22,556	25.6	2.2%
District 2	22,592	25.6	2.4%
District 3	21,041	23.8	-4.6%
District 4	22,066	25.0	0.0%
Total	88,255	100	9.3%
Average	22,064	25	2.3%

Deerfield Beach

Alternative Commission Districts 1



Commission Districts

District 1

District 2

District 3

District 4

City Boundary

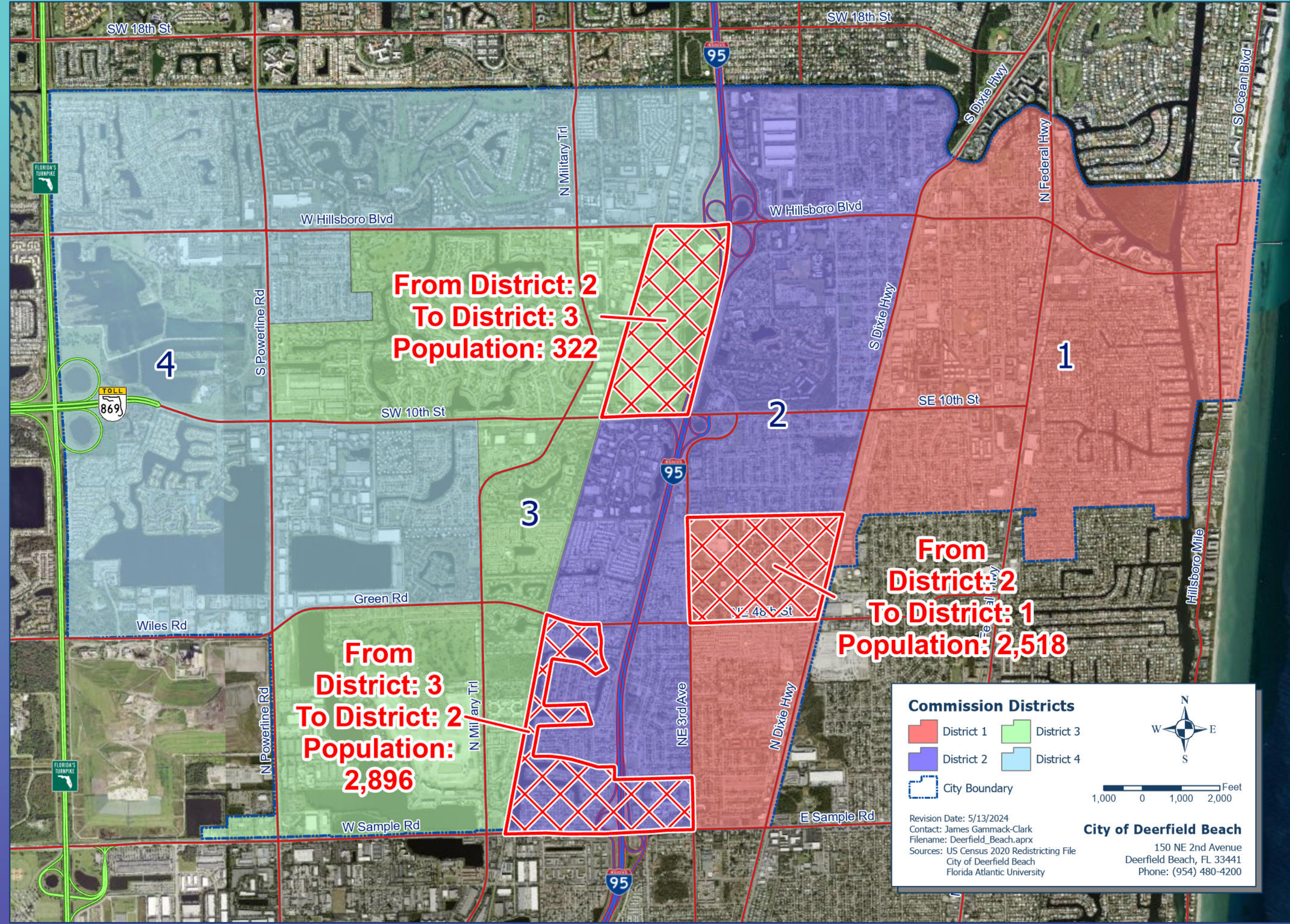
Revision Date: 5/11/2024
 Contact: James Gammack-Clark
 Filename: Deerfield_Beach.aprx
 Sources: US Census 2020 Redistricting File
 City of Deerfield Beach
 Florida Atlantic University

City of Deerfield Beach

150 NE 2nd Avenue
 Deerfield Beach, FL 33441
 Phone: (954) 480-4200

Deerfield Beach

Existing Districts vs. Alternative 1



Commission Districts

 District 1	 District 3
 District 2	 District 4
 City Boundary	

Revision Date: 5/13/2024
 Contact: James Gammack-Clark
 Filename: Deerfield_Beach.aprx
 Sources: US Census 2020 Redistricting File
 City of Deerfield Beach
 Florida Atlantic University

City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441
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The specific changes from the existing district boundaries to those of Alternative 1 are as follows:

1. District 1 expands to include that part of District 2 presently found between North Dixie Highway and NE 3rd Avenue in the east-west direction and between NE 48th Street and SW 15th Street in the north-south direction. This area is home to 2,518 residents.
2. To offset the population loss described above and to improve spatial compactness and the recognizability of the district boundaries, District 2 expands south and west to the city limits and the centerline of the CSX railway. This adjustment unifies the Bonnie Loch and Woodsetter communities under a single district and adds 2,896 people to District 2.
3. To improve the population balance between Districts 2 and 3, the 322 residents that live in the area between Hillsboro Boulevard and SW 10th Street in the north-south direction, and I-95 and the CSX railway in the east-west direction are added to District 3.

Alternative 1 improves the City's Commission Districts' population equity and geographic compactness. The mean deviation falls from 4.6% to **2.3%**, while the spread drops from 16.2% to **7.0%** (2.4% + 4.6%).

Alternative 2

Through an increased magnitude of change, Alternative 2 seeks to further improve population equity, spatial compactness, and the recognizability of the district boundaries. While District 1 remains unchanged from that presented in Alternative 1, the western districts are realigned along the major thoroughfares: SW 10th Street and the Sawgrass Expressway. The impact of these modifications on the districts' 2024 populations and geographic boundaries are reflected in **Table 4**, the **Alternative 2 Map** and the **Existing vs. Alternative 2 Comparison Map**.

Table 4 – Alternative Districts 2 – City of Deerfield Beach
2024 Population Projections

Alternative 2	2024 Population	% of City	Deviation From Average
District 1	22,556	25.6	2.2%
District 2	21,519	24.4	-2.5%
District 3	21,724	24.6	-1.5%
District 4	22,456	25.4	1.8%
Total	88,255	100	8.0%
Average	22,064	25	2.0%

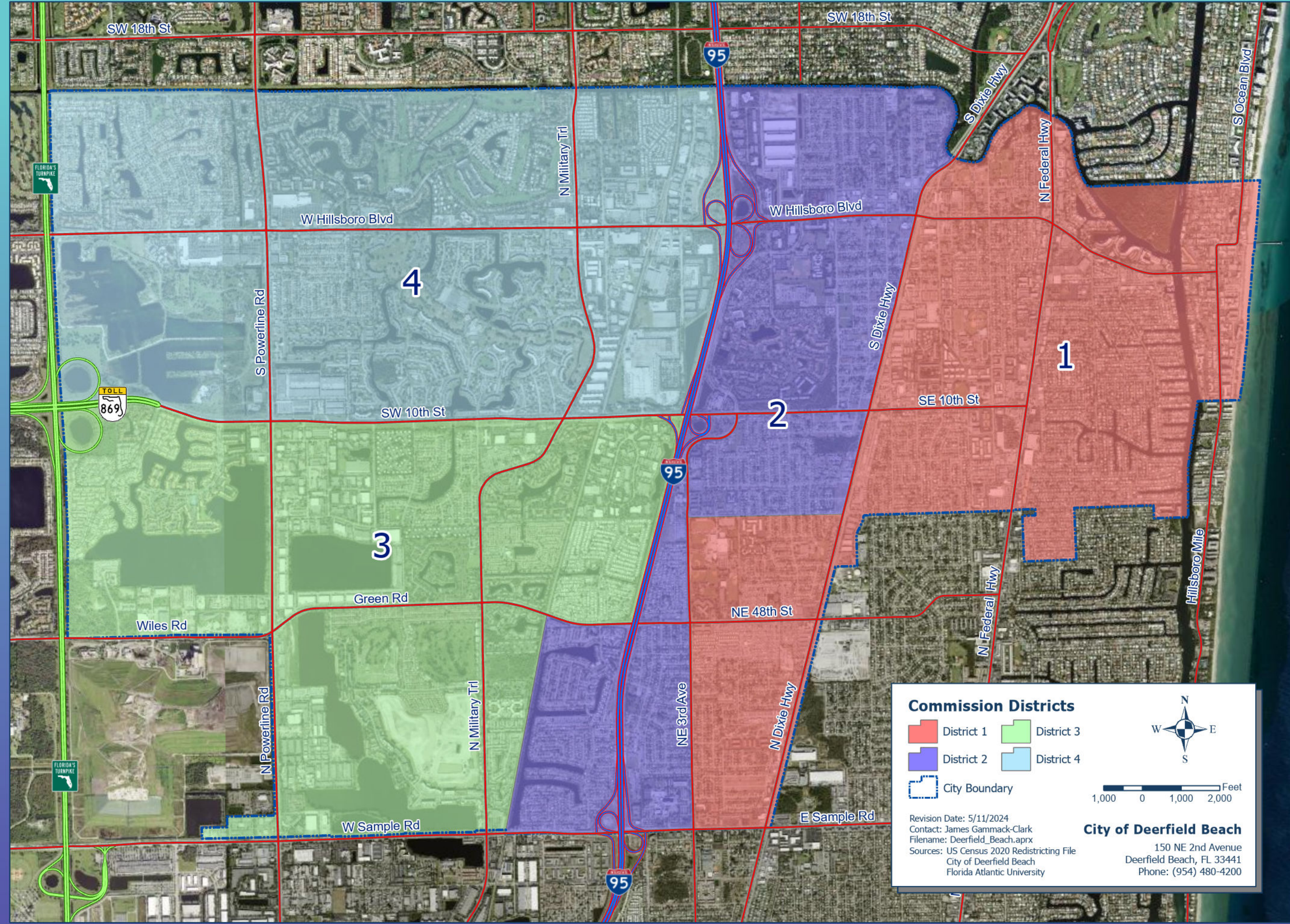
The specific changes from the existing district boundaries to those of Alternative 2 are as follows:

1. As with Alternative 1, District 1 expands to include that part of District 2 presently found between North Dixie Highway and NE 3rd Avenue in the east-west direction and between NE 48th Street and SW 15th Street in the north-south direction. This area is home to 2,518 residents.
2. As is also seen with Alternative 1, District 2 expands south and west to the city limits and the centerline of the CSX railway, adding 2,896 people to District 2.
3. District 3 adds 7,248 people by expanding to include that part of District 4 found between Wiles Road/Green Road and SW 10th Street/the centerline of the Sawgrass Expressway in the north-south direction, and Military Trail/the eastern boundary of the Crystal Heights subdivision and the western city limits in the east-west direction.
4. District 3 also expands to include the 1,073 residents living in that part of District 2, presently between SW 10th Street and NW49th Street in the north-south direction and I-95 and the CSX railway in the east-west direction.
5. Offsetting these gains, District 4 absorbs that part of District 3 presently found between Hillsboro Boulevard and SW 10th Street in the north-south direction and the CSX railway and Powerline Roads in the east-west direction. This area is home to 7,316 people.
6. District 4 also gains the 322 residents that live in the area between Hillsboro Boulevard and SW 10th Street in the north-south direction and I-95 and the CSX railway in the east-west direction.

Alternative 2 improves population equity, spatial compactness, and more recognizable district boundaries. The mean deviation falls from 4.6% to **2.0%**, while the spread drops from 16.2% to **4.7%** (2.2 + 2.5).

Deerfield Beach

Alternative Commission Districts 2



Commission Districts

District 1

District 2

District 3

District 4

City Boundary

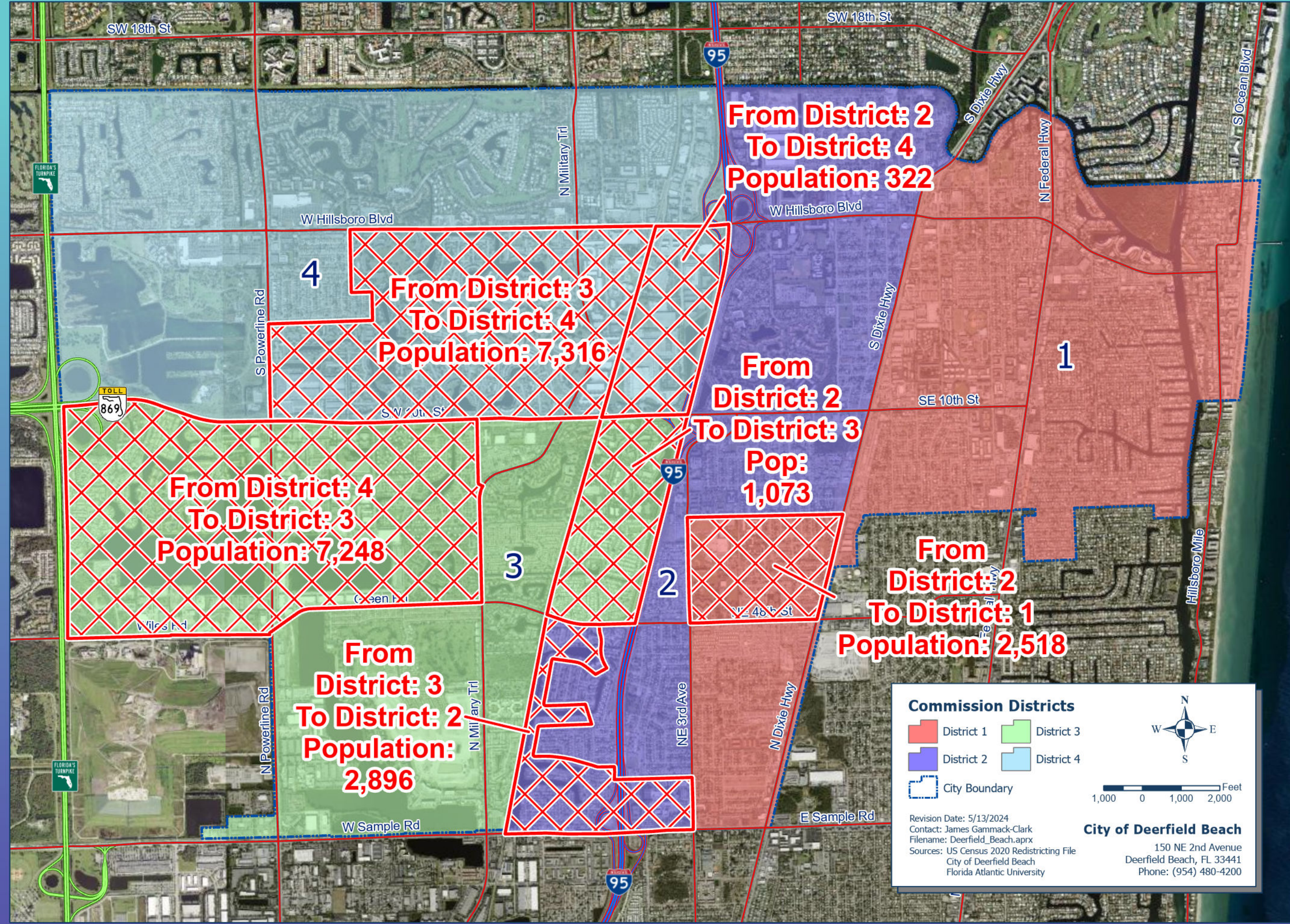
Revision Date: 5/11/2024
 Contact: James Gammack-Clark
 Filename: Deerfield_Beach.aprx
 Sources: US Census 2020 Redistricting File
 City of Deerfield Beach
 Florida Atlantic University

City of Deerfield Beach

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

Existing Districts vs. Alternative 2



Commission Districts

- District 1
- District 2
- District 3
- District 4
- City Boundary

Revision Date: 5/13/2024
Contact: James Gammack-Clark
Filename: Deerfield_Beach.aprx
Sources: US Census 2020 Redistricting File
City of Deerfield Beach
Florida Atlantic University

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Phone: (954) 480-4200

Alternative 3

By further increasing the magnitude of change, Alternative 3 achieves greater populating equity, spatial compactness, and more easily recognizable district boundaries, effectively dividing the city into four quadrants. The impact of these modifications on the districts' 2024 population and geographic boundaries are reflected in **Table 5**, the **Alternative 3 Map** and the **Existing vs. Alternative 3 Comparison Map**.

Table 5 – Alternative Districts 3 – City of Deerfield Beach
2024 Population Projections

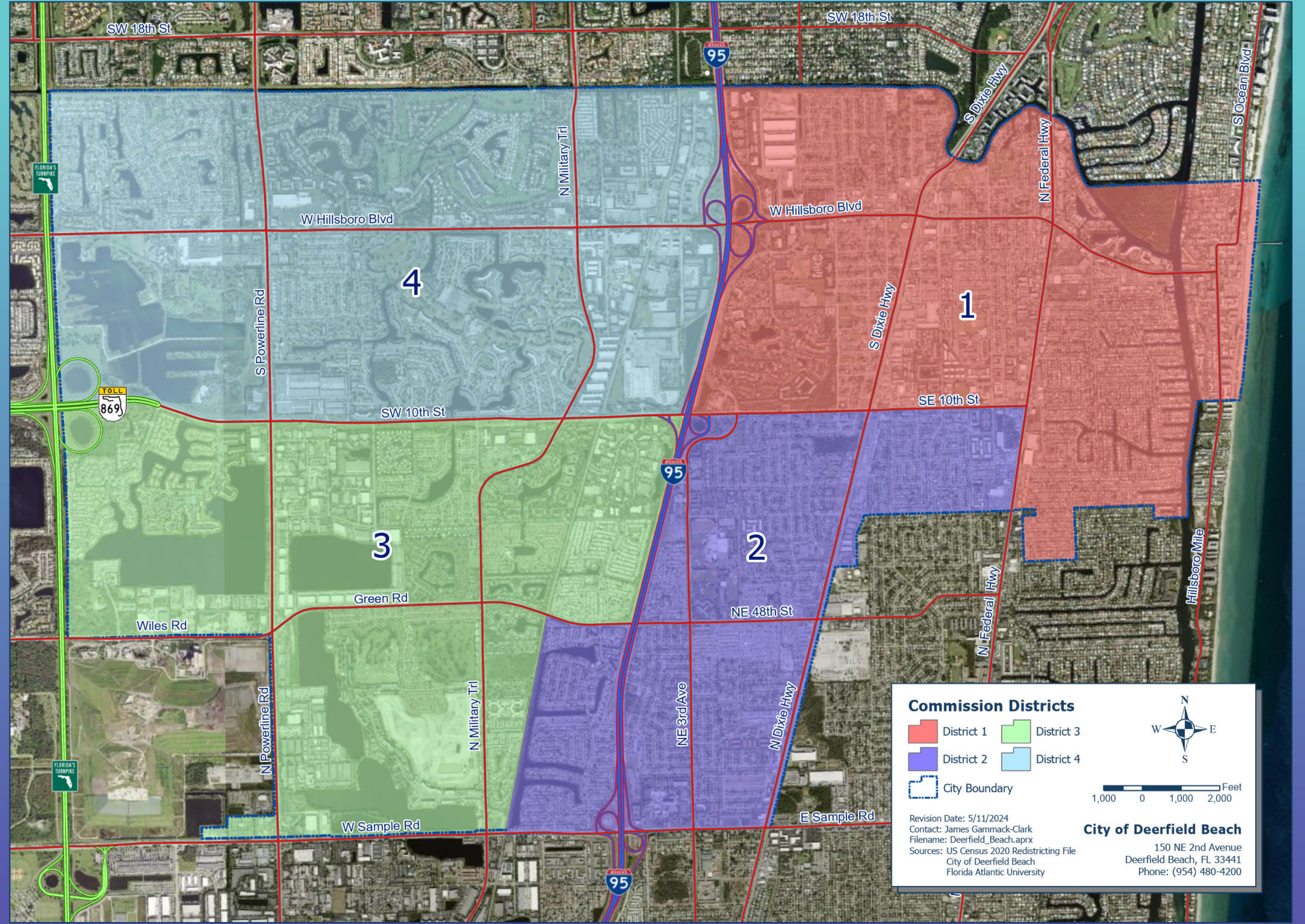
Alternative 3	2024 Population	% of City	Deviation From Average
District 1	22,230	25.2	0.8%
District 2	21,845	24.8	-1.0%
District 3	21,724	24.6	-1.5%
District 4	22,456	25.4	1.8%
Total	88,255	100	5.1%
Average	22,064	25	1.3%

The specific changes from the existing district boundaries to those of Alternative 3 are as follows:

1. District 1 expands north and west, absorbing that part of District 2 presently found between Dixie Highway and I-95 in the east-west direction and SE 10th Street and the city's northern limits in the north-south direction. This area is home to 9,499 residents.
2. Offsetting this loss, District 2 adds that part of District 1 presently found to the south and east of Dixie Highway and SE 10th Avenue, as far as Federal Highway and the city's southern limits, together with the area between N Dixie Highway and NE 3rd Avenue in the east-west direction, and NE 48th Street and the city's southern limits in the north-south direction. This area is home to 7,307 residents.
3. As in Alternative 1 and 2, District 2 expands south and west to the city limits and the centerline of the CSX railway, adding 2,896 people to District 2.
4. As in Alternative 2, District 3 adds 7,248 people by expanding to include that part of District 4 found between Wiles Road/Green Road and SW 10th Street/the centerline of the Sawgrass Expressway in the north-south direction, and Military Trail/the eastern boundary of the Crystal Heights subdivision and the western city limits in the east-west direction.

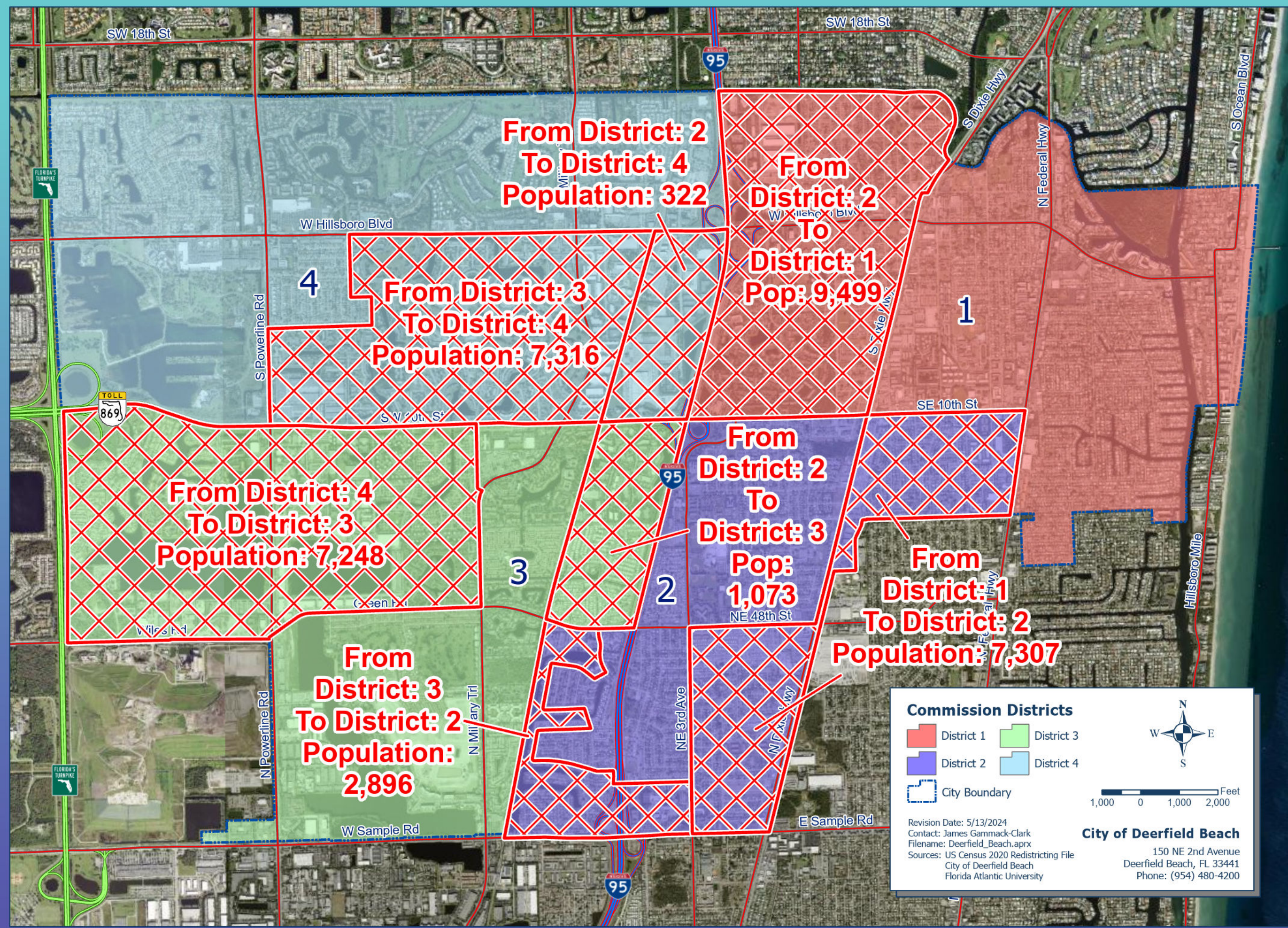
Deerfield Beach

Alternative Commission Districts 3



Deerfield Beach

Existing Districts vs. Alternative 3



Commission Districts

- District 1 (Red)
- District 2 (Purple)
- District 3 (Green)
- District 4 (Blue)
- City Boundary (Dashed Line)

Revision Date: 5/13/2024
Contact: James Gammack-Clark
Filename: Deerfield_Beach.aprx
Sources: US Census 2020 Redistricting File
City of Deerfield Beach
Florida Atlantic University

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Phone: (954) 480-4200

Scale: 1,000 0 1,000 2,000 Feet
Compass: N, S, E, W

5. As in Alternative 2, District 3 also expands to include the 1,073 residents living in that part of District 2, presently between SW 10th Street and NW49th Street in the north-south direction and I-95 and the CSX railway in the east-west direction.
6. As in Alternative 2, District 4 offsets these gains by absorbing that part of District 3 presently found between Hillsboro Boulevard and SW 10th Street in the north-south direction and the CSX railway and Powerline Roads in the east-west direction. This area is home to 7,316 people.
7. As in Alternative 2, District 4 also gains the 322 residents that live in the area between Hillsboro Boulevard and SW 10th Street in the north-south direction and I-95 and the CSX railway in the east-west direction.

Under Alternative 3, the mean deviation falls from 4.6% to **1.3%**, while the spread drops from 16.2% to **3.3%** (1.5 + 1.8). This is the most balanced of the three alternatives presented in this report. It also offers the most geographically compact districts and very recognizable boundaries. However, these improvements are only achieved following the largest degree of change observed in the three alternatives presented. Because Alternative 3 has the best population equity, in the absence of significant additional land being incorporated into the City or extensive redevelopment of nonresidential property, it is less likely that the districts will become seriously unbalanced in the foreseeable future, thus reducing the likelihood of further boundary changes for some time.

District Demographics

Table 6 below presents race and ethnicity demographics taken from the 2020 U.S. Census for the existing City Commission districts. The columns 'White' through 'Other' sum to the City's 2020 population total. These categories represent the U.S. Census definition of Race. The last two columns, 'Hispanic or Latino' and 'Not Hispanic or Latino', also sum to the City's population total. These categories represent the U.S. Census classification of Ethnicity. Race and Ethnicity are separate self-identified categories. Tables 7, 8, and 9 present the same 2020 US Census demographic data retabulated under Alternatives 1, 2, and 3's geographic boundaries, respectively.

The demographics remain relatively stable across alternatives. District 2 consistently holds the highest number and proportion of 'Black or African American' residents. In the current District 2, 52.6% identify as black. This percentage varies slightly in Alternatives 1, 2, and 3: 50.8%, 53.0%, and 49.4%, respectively. All the racial categories vary somewhat across the alternatives (see Tables 6 to 9).

Table 6 - Current Commission Districts – City of Deerfield Beach
Expanded Demographics, U.S. Census 2020

District (Existing)	Total Population	White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other	Hispanic or Latino	Not Hispanic or Latino
1	19,769	11,580 (58.58%)	3,348 (16.94%)	48 (0.24%)	294 (1.49%)	14 (0.07%)	4,485 (22.69%)	3,225 (16.31%)	16,544 (83.69%)
2	22,496	4,883 (21.71%)	11,830 (52.59%)	93 (0.41%)	194 (0.86%)	7 (0.03%)	5,489 (24.4%)	4,714 (20.95%)	17,782 (79.05%)
3	22,548	11,470 (50.87%)	3,615 (16.03%)	80 (0.35%)	438 (1.94%)	4 (0.02%)	6,941 (30.78%)	4,884 (21.66%)	17,664 (78.34%)
4	22,046	12,012 (54.49%)	2,849 (12.92%)	61 (0.28%)	740 (3.36%)	16 (0.07%)	6,368 (28.89%)	4,745 (21.52%)	17,301 (78.48%)
	86,859	39,945 (45.99%)	21,642 (24.92%)	282 (0.32%)	1,666 (1.92%)	41 (0.05%)	23,283 (26.81%)	17,568 (20.23%)	69,291 (79.77%)

Table 7 - Map Alternative 1 – City of Deerfield Beach
Expanded Demographics, U.S. Census 2020

District (Alt 1)	Total Population	White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other	Hispanic or Latino	Not Hispanic or Latino
1	22,287	12,028 (53.97%)	4,841 (21.72%)	60 (0.27%)	303 (1.36%)	14 (0.06%)	5,041 (22.62%)	3,698 (16.59%)	18,589 (83.41%)
2	22,552	4,828 (21.41%)	11,447 (50.76%)	108 (0.48%)	218 (0.97%)	7 (0.03%)	5,944 (26.36%)	4,999 (22.17%)	17,553 (77.83%)
3	19,974	11,077 (55.46%)	2,505 (12.54%)	53 (0.27%)	405 (2.03%)	4 (0.02%)	5,930 (29.69%)	4,126 (20.66%)	15,848 (79.34%)
4	22,046	12,012 (54.49%)	2,849 (12.92%)	61 (0.28%)	740 (3.36%)	16 (0.07%)	6,368 (28.89%)	4,745 (21.52%)	17,301 (78.48%)
	86,859	39,945 (45.99%)	21,642 (24.92%)	282 (0.32%)	1,666 (1.92%)	41 (0.05%)	23,283 (26.81%)	17,568 (20.23%)	69,291 (79.77%)

Table 8 - Map Alternative 2 – City of Deerfield Beach
Expanded Demographics, U.S. Census 2020

District (Alt 2)	Total Population	White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other	Hispanic or Latino	Not Hispanic or Latino
1	22,287	12,028 (53.97%)	4,841 (21.72%)	60 (0.27%)	303 (1.36%)	14 (0.06%)	5,041 (22.62%)	3,698 (16.59%)	18,589 (83.41%)
2	21,492	4,154 (19.33%)	11,400 (53.04%)	99 (0.46%)	211 (0.98%)	7 (0.03%)	5,621 (26.15%)	4,750 (22.1%)	16,742 (77.9%)
3	21,110	9,602 (45.49%)	3,157 (14.95%)	81 (0.38%)	488 (2.31%)	11 (0.05%)	7,771 (36.81%)	5,234 (24.79%)	15,876 (75.21%)
4	21,970	14,161 (64.46%)	2,244 (10.21%)	42 (0.19%)	664 (3.02%)	9 (0.04%)	4,850 (22.08%)	3,886 (17.69%)	18,084 (82.31%)
	86,859	39,945 (45.99%)	21,642 (24.92%)	282 (0.32%)	1,666 (1.92%)	41 (0.05%)	23,283 (26.81%)	17,568 (20.23%)	69,291 (79.77%)

Table 9 - Map Alternative 3 – City of Deerfield Beach
Expanded Demographics, U.S. Census 2020

District (Alt 3)	Total Population	White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other	Hispanic or Latino	Not Hispanic or Latino
1	22,112	11,521 (52.1%)	5,531 (25.01%)	63 (0.28%)	316 (1.43%)	14 (0.06%)	4,667 (21.11%)	3,575 (16.17%)	18,537 (83.83%)
2	21,667	4,661 (21.51%)	10,710 (49.43%)	96 (0.44%)	198 (0.91%)	7 (0.03%)	5,995 (27.67%)	4,873 (22.49%)	16,794 (77.51%)
3	21,110	9,602 (45.49%)	3,157 (14.95%)	81 (0.38%)	488 (2.31%)	11 (0.05%)	7,771 (36.81%)	5,234 (24.79%)	15,876 (75.21%)
4	21,970	14,161 (64.46%)	2,244 (10.21%)	42 (0.19%)	664 (3.02%)	9 (0.04%)	4,850 (22.08%)	3,886 (17.69%)	18,084 (82.31%)
	86,859	39,945 (45.99%)	21,642 (24.92%)	282 (0.32%)	1,666 (1.92%)	41 (0.05%)	23,283 (26.81%)	17,568 (20.23%)	69,291 (79.77%)

Summary

Our analysis concludes that a realignment of Deerfield Beach City Commission Election District Boundaries is necessary to achieve a more equitable balance in their resident population. Without redistricting, the mean deviation is 4.6%, and the spread between the largest and smallest districts is 16.2%. There is a difference of 3,577 between the districts with the fewest and most residents. Each of the Alternatives presented here reduces this spread and the deviation of the districts from their mathematical mean (see Table 10). Alternative 1 presents the least amount of geographical change but has the largest remaining population difference across the districts of the three Alternatives. Alternative 3 has the greatest amount of geographical change but yields the most equitable population balance across the districts. Alternative 2 is in the middle on both criteria.

Table 10 –Districts Configurations – City of Deerfield Beach
Deviation Statistics Summary

Configuration	Impacted Population	Total Deviation	Mean Deviation	Spread
Existing Districts	N/A	18.4	4.6	16.2
Alternative 1	5,736	9.3	2.3	7.0
Alternative 2	21,373	8.0	2.0	4.7
Alternative 3	35,661	5.1	1.3	3.3

Each of the three Alternatives is presented for City Commission review: from a minimal amount of geographic change to a significant adjustment in the spatial pattern of Deerfield Beach Commission Districts, from a modest reduction in population imbalance to a substantial decrease in resident population imbalance.

Appendix

The 2020 Census

Two primary differences make the 2020 U.S. Census stand out from those preceding it: a significant delay in its release due to the COVID-19 pandemic and the implementation of a new ‘differential privacy’ policy. We briefly address these for the record.

The decennial census aims to capture a count of the population of the United States of America on April 1 of years ending in zero (0), most recently April 1, 2020. Population distribution and its characteristics are constantly changing, with births, deaths, and migration patterns continually adjusting the fabric of the American people. Census Day represents a single moment in time when the U.S. population is enumerated throughout the land. By April 1, 2020, every household in America received an invitation to participate in the 2020 census, with three options to respond: online, by mail, or by phone. 2020 represented the first census to include an online response option. Subsequent to this day is a period of time in which the U.S. Census Bureau follows up with non-responders and begins a quality control process. Traditionally, the Census Bureau would deliver an official apportionment population count to the U.S. President on December 31st, followed by a distribution of redistricting data to the states precisely one year to the day after Census Day, which in this case, was supposed to be April 1, 2021.

However, due to complications caused by the COVID-19 pandemic, the Census Bureau sought statutory relief from Congress that would allow for apportionment counts to be delivered to the President by April 30, 2021, and redistricting data to be delivered to the states no later than September 30, 2021. Additionally, the Census Bureau compressed the typical three-month nonresponse follow-up enumeration period to two and a half months. Ultimately, redistricting data were released on August 12, 2021. This delay inevitably and unavoidably complicated redistricting efforts for every electoral district in the nation. It also meant that the error in the data, inherent to every census, would likely be more significant than in earlier censuses. The Census Bureau has since confirmed that the rate of missing

information was higher in the 2020 census than in the 2010 census. However, they have also stated that this rate was lower than they initially feared.

The 2020 census redistricting data release was the first time ‘differential privacy protection’ was employed. This represents the Census Bureau’s introduction of ‘noise’ into the data at the more local geographic scale (Blocks and Block Groups) with the intent to strike a balance between data protection and precision. The effect is that while the enumeration counts can be trusted at the Census Tract level (an aggregation of many Blocks), we must anticipate a certain degree of ‘fuzziness’ at the Block level. Specifically, while the aggregate count of population for a Census Tract will be accurate, a certain proportion of people/housing units will have been *deliberately* misallocated by the Census Bureau at the Block level. While this may not be problematic in the realignment of Congressional Districts, for example, it certainly represents a challenge for Municipal Districts, for which the geographic precision of Census Blocks is highly desirable.

Taken together, therefore, the complications related to the COVID-19 pandemic and the implementation of ‘differential privacy’ introduce a certain amount of additional uncertainty to the primary source of data for this analysis (2020 Census Redistricting Data (PL 94-171)) that is unprecedented. Nevertheless, these data remain the standard base for municipal (county, state, and federal) redistricting efforts nationwide.