



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 18, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Lunchtime Workshop Meeting Minutes

Attachment: May 31, 2024

Regular City Commission Meeting Minutes

Attachment: June 4, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Police Officer's Retirement Board Meeting Minutes

Attachment: April 17, 2024

APPROVAL OF THE AGENDA

June 18, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83250884491?pwd=jau7xHTvgGpK7ofiiLn4n99Fsqv3uV.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 832 5088 4491#

Participant ID: #

Passcode: 801013#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Proclamation presented to the Jim & Jan Moran Boys & Girls in recognition of National Boys & Girls Clubs Week.**

Sponsor: Mayor Bill Ganz

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

Sponsor: BSO - Law Enforcement

PRESENTATIONS

- 3. Presentation regarding Town Center Conceptual Master Plan by the Urban Land Institute Technical Advisory Panel.**

Sponsor: Community Redevelopment Agency & Department of Economic Development

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2024-076: APPLICATION 22-RM25-109

Applicant: **QUANTUM DEVELOPMENT 2, LLC REPRESENTED BY FSMY ARCHITECTS + PLANNERS**

Proposal: Major site plan application seeking approval to construct a 6-unit apartment building.

Location: The properties are generally described as DEERFIELD BEACH 4-4 B LOT 9,10 BLK 15 and located at **264 SE 19th Avenue**.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Application 22-RM25-109

5. P.H. 2024-077: APPLICATION 15-B1-204 REV. 2

Applicant: **HOLY CROSS HEALTH, REPRESENTED BY DANIEL BREITNER**

Proposal: Major site plan application seeking approval to renovate an existing commercial building into a freestanding emergency room and primary care clinic.

Location: The properties are generally described as 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800 and located at **340 SOUTH FEDERAL HIGHWAY**.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Application 15-B1-204 Rev. 2

PUBLIC HEARINGS – SECOND READING

- 6. P.H. 2024-078: 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

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 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

- 7. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Broward County to provide funding and administration of HOME program funds for the City's Homebuyer Purchase Assistance Program for fiscal year 2023-2024; providing for execution and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Homebuyer Purchase Assistance Program

- 8. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Broward County to provide funding and administration of HOME program funds for the City's Housing Rehabilitation Program for**

fiscal year 2023-2024; providing for execution and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Housing Rehabilitation Program

- 9. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with Heavy Civil, Inc. in the amount of \$125,910.40 for modifications to certain improvements for the Pioneer Grove Local Activity Center Drainage Improvements Project, for a total project cost of \$1,181,450.78; providing for execution, implementation, conflicts, and an effective date. (Funds from Account #462-5070-538-65-30 - Stormwater Capital - CIP Infrastructure)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Heavy Civil, Inc.

DEPARTMENTAL BUSINESS

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Annual Comprehensive Financial Report for the fiscal year ending September 30, 2023; 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 Financial Services

Attachment: ACFR

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, July 9, 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.



Lunchtime Workshop

Friday, May 31, 2024

12:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 12:02 p.m., in the City Commission Chambers, City Hall, Deerfield Beach and via electronic meeting communication.

Present:

Commissioner Michael Hudak - via Zoom
Commissioner Ben Preston - via Zoom
Vice Mayor Todd Drosky - via Zoom
Mayor Bill Ganz - via Zoom

Also Present:

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

Excused Absence:

Commissioner Bernie Parness

UPDATES AND PRESENTATIONS

David Santucci, City Manager, provided a brief overview of the agenda.

A. Alternative Work Schedules - Human Resources Department

Jacquelyn Lindsay, Director of Human Resources, provided a brief overview of the alternative/flexible work schedules, remote and compressed, offered to employees. She explained that the remote work schedule, which provides employees with the ability to work from an alternative location other than their designated work location, has been implemented for quite some time. The compressed work schedule, which is new, allows for a work schedule to be condensed into four days a week, with an employee working 10 hours each day. Ms. Lindsay stated that HR staff will continue to stay abreast of other work schedules to ensure the City is staying current. Thereafter, she provided a brief overview of how the compressed work schedule will be implemented.

Mr. Santucci said the compressed work schedule has the potential of increasing service levels if various departments opt in, whereas, employees may be starting at 7:00 a.m. and end at 6:00 p.m. Further, he agreed that this is the direction many organizations are going toward; therefore, the City must stay relevant, current, and competitive.

Commissioner Hudak spoke in support of the compressed work schedule.

Commissioner Preston spoke in support of the compressed work schedule.

Vice Mayor Drosky said although he is not opposed to these alternative/flexible work schedules, he asked what is being done to monitor and engage productivity for those working remote.

UPDATES AND PRESENTATIONS - CONTINUED

Mr. Santucci replied that a log is required for those working remotely, which must be reviewed and approved by the supervisor. Also, employees must sign in through the City's VPN, which is trackable. Further, he said should productivity decrease, the alternative will be taken away, which has occurred in the past.

Vice Mayor Drosky asked who the compressed work schedule applies to, whereas, it's easier to condense an hourly employee into four days, but not as easy for salaried employees, who may work more than 40 hours in a week.

Mr. Santucci replied that the compressed work schedule is fairly new and successful with our hourly employees; nonetheless, the expectations, especially of the executive team, are not based off a 40-hour work week, but performance. Further, in discussions with Ms. Lindsay, it has been suggested that adjustments be made to the standard agreement as it relates to executive staff.

Vice Mayor Drosky reiterated that he is not against it, but sees where issues may occur, so he hopes everything is thoroughly thought through.

Commissioner Preston stated that although he understands the Vice Mayor's concerns, he hopes that we are going into these alternative work schedules trusting our employees, if we are not, then he cannot support it.

B. Standards for event applications, event participants, and event sponsors - Parks & Recreation Department

Greg Warner, Director of Parks & Recreation stated that the annual special events consist of city events, city sponsored events, and non-city events. Thereafter, he introduced Elizabeth Ricci, Assistant Director of Parks & Recreation.

Ms. Ricci in addition to the above mentioned annual special events, the Special Events Division also supports other events, i.e. ribbon cuttings, etc. Further, the total event sponsorship amount to date is \$39,000 and total in-kind amount is \$15,000. Thereafter, she outlined the current process, which has created various issues, i.e. permit fees are not adequate to capture efforts, waiver of costs requested by most, costs rarely cover expenditures, inadequate staff, etc. Ms. Ricci outlined the impacts these events have, road closures, traffic and parking congestion, loss of parking revenues, support from city, i.e. maintenance, public safety, etc., special /unique security concerns for beach events, etc. Lastly, she said staff is suggesting the elimination of fee waivers for standard special events applications, not approving large special events on the beach unless they are city-run events, no fee waivers for external beach events, no exceptions, review permit fees to reflect administrative efforts, and assess applicants for all costs associated with their events, including additional staffing, loss of revenue from parking closures, fire rescue and police costs, and permit costs.

David Santucci, City Manager, commended staff on the improvements made to the sponsorships and overall process, as it has improved the customer service experience. Further, he would like Commission input as to how many events they would like to see at the beach, and if they continue to be allowed should the City continue to incur the costs.

Commissioner Preston said he is challenged, whereas, he does not want to say yes to one organization, and no to another; therefore, he stated that whatever is implemented must be well thought out to ensure we are not excluding anyone.

Commissioner Hudak thanked special events for all they do. Further, he agreed with Commissioner Preston, as his point is valid; therefore, he suggested that the process be well defined. Although, the events are disruptive they bring light to our city, and new visitors and patrons to the City and businesses; nonetheless, he agreed that the City should not be losing money.

UPDATES AND PRESENTATIONS - CONTINUED**C. Recycling Satellite Locations - Sustainability Management Department**

David Santucci, City Manager, explained that when recycling services were suspended, two recycling satellite locations were established; however, due to the contamination levels and illegal dumping at these sites, staff is recommending that they be discontinued.

Vice Mayor Drosky agreed with their removal.

Mr. Santucci said he will work with staff to ensure the public is properly notified of their removal.

Mayor Ganz asked that signage be placed at the locations notifying individuals of their removal.

ADJOURNMENT

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to adjourn the meeting at 1:00 p.m. Voice Vote:

Yeas: 4 - Commissioner Hudak, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



Meeting Minutes City Commission

Tuesday, June 4, 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 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Michael Hudak
Commissioner Bernie Parness
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 Frank Congemi, Sr., in their thoughts and prayers. Thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - May 21, 2024

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, 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

Non-Uniformed Employees Retirement Fund Meeting Minutes - February 12, 2024
African American Heritage Board Meeting Minutes - March 14, 2024
Community Redevelopment Agency Meeting Minutes - April 9, 2024
Code Compliance Meeting Minutes - April 9, 2024
Hillsboro Inlet District Meeting Minutes - April 15, 2024

MOTION was made by Commissioner Parness, 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

June 4, 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

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

Mayor Ganz stated that Senator Pizzo is a huge champion of Deerfield Beach, and he is extremely grateful for everything he does for the City.

Senator Pizzo provided a brief update on the recent legislative session.

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.**

Mayor Ganz presented a certificate of recognition to Brandy Collot and the Deerfield Beach Middle School Band for winning the Overall Superior Rating for the Middle School Division from the Florida Bandmasters Association.

Mr. Collot thanked the City for the recognition and their support.

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.**

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, highlighted a brief presentation. He explained that the amendment permits adult and child day care facilities with the Community Facility Zoning District as a conditional use.

There was no discussion amongst the Commission.

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.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 3 on first reading. Voice Vote:

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

Nays: 0

PUBLIC HEARINGS - SECOND READING

4. **P.H. 2024-073: ORDINANCE 2024/009 - 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.

David Santucci, City Manager, provided a brief overview of the item, which was discussed during first reading.

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 Parness, seconded by Commissioner Hudak, to approve Item 4, adopted Ordinance 2024/009. Roll Call:

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

5. **P.H. 2024-074: ORDINANCE 2024/010 - 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 after the first reading, adjustments were made clarifying that if approved, the expense allowance would be in lieu of the Elected Officials ability to seek reimbursement for parking, meal, travel expenses within the tri-county area. Further, 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.

Mayor Ganz opened the public hearing.

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

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, expressed concerns with the Ordinance being based on Pembroke Pines, who has a population of 171,000 residents, which is double. Thereafter, she continued to express concerns with the Ordinance, and suggested that it not be effective until April 2025.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Joe Hines, 559 NW 47th Terrace, Deerfield Beach, spoke in support of the Ordinance.

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

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on various comments made by the City Commission during the first reading of the Ordinance. Thereafter, he suggested that the monies be donated to a charity organization.

Thomas Plaut, 3920 NW 4th Court, Deerfield Beach, spoke in support of the Ordinance.

Paula Cook, 62 Centennial Court, Deerfield Beach, spoke in support of the Ordinance.

Mayor Ganz closed the public hearing.

Thereafter, there was a brief discussion amongst the Commission regarding the \$200 monthly allowance, which was discussed at lengths during the first reading on May 21, 2024.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 5, adopted Ordinance 2024/010. Roll Call:

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

PUBLIC COMMENT

Linda Ruise, 425 NW 1st Terrace, Deerfield Beach, asked for assistance with issues occurring at the Palms, i.e. ice machine not working, community closed, and call box not working. Further, she asked why the summer food program was cancelled.

In response to Mayor Ganz's questions, Ms. Ruise replied that she has contacted the Housing Authority. Further, she provided a brief overview of the summer food program.

In response to Commissioner Preston's question, Ms. Ruise replied that she has been going to the Housing Authority every other day to notify them of the issues and they continue to say that they are working to remedy the issues.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, said she came before the City Commission a few months ago regarding the divider fence along Natura, which has taken sometime because it was found that the fence was actually on Natura's property, not the City's; nevertheless, during the Commission meeting she asked for the specifications of the fence and was advised that it would be an 8' black vinyl fence, which the community was excited about as they were hoping the new fence would alleviate some of the noise and block the vision of dumpsters. With that being said, she stated that the contractors have begun to install an 8' chain link fence, which the community was not prepared for. Additionally, the contractors have chopped down trees, picked up debris and tires and thrown them onto the resident's property. Ms. Johnston said there are areas of the fence that have a 12" gap underneath, whereby, kids are climbing the fence and entering into private property; therefore, she asked for assistance.

Charles Ryan, 512 SW Natura Avenue, Deerfield Beach, commented on the fence along Natura and asked for the Commission's help, as his home abuts the City's facility and he cannot sleep due to the noise in the morning. Thereafter, he spoke in opposition to the 8' chain link fence.

Commissioner Parness temporarily left the meeting at 7:52 p.m. and returned at 7:56 p.m.

Joe Hines, 559 NW 47th Terrace, Deerfield Beach, commented on the Firemen's Pension Fund reporting documents. Further, he stated that the meetings should be held at city facilities.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the fireworks display, pension funds, and pier restaurant lawsuit.

PUBLIC COMMENT - CONTINUED

Toula Amanna, 5030 SW 109th Avenue, Davie, commented on a corruption lawsuit that will be forthcoming regarding the process for the pier restaurant. Further, she requested permission to access the roof to the restaurant, so she can fix the air conditioner. Lastly, she commented on various city employees leaving.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, thanked the City for allowing the collection box at City Hall and asked if an e-mail can be sent to the employees advising them of the collection box. Further, she asked for an update on the vacation rental list and commented on an issue that occurred, whereby, she called to complain about door-to-door solicitations but could not get through to anyone.

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, said canvassing for political reasons is allowed. Further, she commented on an employee that only stayed with the City for one week, which seems suspicious, and has not yet been replaced.

Lisa Dunn, 408 Natura Avenue, Deerfield Beach, said since the fence and shrubbery were removed, her view is now dumpsters and heavy equipment, and the noise level has increased, even throughout the night, which is concerning.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, said she loves the way the City is getting beautified, but asked if there is anything in the works to upgrade the Commission Chambers, as it is very outdated.

Commissioner Preston said it was his understanding that Natura would receive a vinyl fence, blocking the current view; therefore, he said it must be corrected, as it is the right thing to do and asked what could be done.

Due to technical difficulties, a portion of the meeting was inaudible.

David Santucci, City Manager, said prior to anything being installed on private property an easement agreement must be agreed upon. Further, at a previous meeting, he did say an 8' black vinyl fence would be installed, which in his mind was an 8' black vinyl coated fence, as that is the City standard installed throughout the City; nevertheless, the fence went from a 4', rusted metal chain linked fence to an 8' black vinyl coated chain linked fence, which is currently being installed, as well as improved landscaping around the fence area.

Commissioner Preston said the community's initial concern was with a chain linked fence, as they did not want to be seen and be exposed, so the issue still exists, as the new fence is a chain linked fence with black vinyl. Although there are plans to add shrubbery, no one really knows if that will resolve the noise issue, as vinyl will block it out, shrubbery will not; nonetheless, there seems to be a disconnect and it must be made right.

In response to Commissioner Preston's questions, Mr. Santucci replied that the contractor is currently working on the installation. Further, he is unsure how far along they are in the process, but will find out and report back.

Commissioner Preston said the issue must be addressed because what was promised is not what they are getting.

Mayor Ganz said instead of installing an 8' black vinyl fence, the City is installing a chain link fence with black vinyl coating.

Mr. Santucci replied correct.

Mayor Ganz stated that words matter, so when you say an 8' black vinyl fence, the color would be questioned as they normally are done in white; nevertheless, when you say an 8' vinyl fence, chain link does not come to mind. Further, there is residential abutting a city facility, so money must be found, so the proper fencing can be installed, whereby, a chain linked fence will not solve the issue. Thereafter, he urged residents to immediately call him or their commissioner when issues arise.

PUBLIC COMMENT - CONTINUED

In response to Mayor Ganz's question, Mr. Santucci replied that the item will have to come back before the Commission for consideration.

Vice Mayor Drosky displayed various photographs of the current installation project. Thereafter, he requested a copy of the meeting minutes from when this item was discussed, whereas, if the fence was represented as vinyl, then it should be done right.

Mr. Santucci said he can confirm that he did in fact say an 8' black vinyl fence would be installed.

Mayor Ganz reopened the public comment.

Charles Ryan, 512 SW Natura Avenue, Deerfield Beach, said if a black woven wire fence was originally stated, then residents would have complained at that time.

Reinado Navarro, 562 Natura Avenue, Deerfield Beach, asked if the City can work with the contractor to see if the City can be refunded in some way for the work that has already been constructed.

Linda Ruise, 425 NW 1st Terrace, Deerfield Beach, said Terry Scott was supposed to be assisting with the issues at the Palms, but is only assisting with social events.

Thereafter, Mayor Ganz and Mr. Santucci addressed other concerns/comments/questions posed by the public.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing on Items 6 - 11.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on Item 6. He said the City must ensure the infrastructure is up to date. Further, he encouraged citizens to stay vigil and report potholes, street lights out, etc.

Dan Herz 330 SE 19th Avenue, Deerfield Beach, commented on Items 6, 7 & 10. He asked if the pothole on SE 9th Terrace has been repaired. Further, he said at a recent town hall meeting it was announced that there will be no more free coffee for the seniors, so he asked if the coffee expense is included in the \$76,212 or if the City pays for the coffee and if so, how much, as he will donate coffee for the remainder of 2024. Lastly, he asked why the beach sweeper was not put out to bid.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on Item 6. She said there are potholes on SE 9th Terrace that are not completely fixed and asked that they be looked into. Furthermore, the lighting is not good either, and additional lighting must be installed.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, said the pothole on SE 9th Terrace has been fixed; however, he is unaware of the other issues on 9th Terrace. Further, he said Item 7 is the City's payment to the Areawide Council on Aging. Lastly, he said the lead time on the beach sweeper is 4 to 6 months, so staff is trying to take advantage of this contract which was competitively procured.

In response to Mayor Ganz's question, Mr. Santucci replied that many of the vehicle manufacturers are not guaranteeing the price when entering into contracts because it is taking so long to obtain the vehicle, so prices are escalating and have been for a while.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Items 6 - 11 in concert. Roll Call:

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

Nays: 0

6. Resolution 2024/076 - 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)*
7. Resolution 2024/077 - 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)*
8. Resolution 2024/078 - 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.
9. Resolution 2024/079 - 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.
10. Resolution 2024/080 - 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)*
11. Resolution 2024/081 - 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)*

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)*

The Resolution was read by title only.

David Santucci, City Manager, explained that the current funding the Community Redevelopment Agency (CRA) has is not enough to enter into a contract for the Sawgrass to Seagrass Center, but they will have

DEPARTMENTAL BUSINESS - CONTINUED

funding in the next fiscal year, and thereafter; nevertheless, staff does not expect that there will be an expenditure of the \$2 million because by the time the CRA receives the TIF money in December, funding will be available to support the project.

Mayor Ganz opened the public hearing.

Dan Herz 330 SE 19th Avenue, Deerfield Beach, asked who the City's financial advisory is, as they indicated a loan rate of 6%.

Mayor Ganz closed the public hearing.

There was no discussion amongst the Commission.

David Santucci, City Manager, stated that the City's Financial advisories are Dunlap & Associates and Davenport & Co.; whereby, Dunlap & Associates performs the City's short-term loan documentation.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 12, adopted Resolution 2024/082. Roll Call:

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

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

Pier Renovations - David Santucci, City Manager, said the work has begun, whereby, the fencing has been put up around the pier parking lot.

ULI Tap - Mr. Santucci said these will occur on June 17th and 18th, whereby, the presentation will be given during the Commission meeting. He said as part of the exercise there is a survey seeking the public's input, as well as theirs.

Budget Workshops - Mr. Santucci said the workshops will take place on June 12th and 13th.

City Hall Renovations - Mr. Santucci said the renovations have begun, whereby, the next Phase will occur outside of the Commission Chambers, whereby, the tile will be removed, etc.

CITY COMMISSION BUSINESS

13. Resolution 2024/083 - 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.

The Resolution was ready by title only.

David Santucci, City Manager, provided a brief overview of the Item, whereby, after the presentation at the last meeting, it was the consensus of the Commission to move forward with alternative one, which is being recommended for approval.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked why the project was not competitively bid out.

CITY COMMISSION BUSINESS - CONTINUED

Aaron LoCascio, 615 SE 12th Avenue, Deerfield Beach, said alternative three makes sense and asked what the implications would be if a more dramatic change was chosen.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said although she understands that the new developments were included in this redistricting, she asked if more were out there that the public is unaware of.

Mayor Ganz closed the public hearing.

In response to Mayor Ganz's comments, Mr. Santucci stated that all new developments were provided to the consultants and included in their findings. The consultants did advise that additional future development would likely impact the need to redistrict further; nevertheless, every four years the City must redistrict per the City's Charter. Further, Mr. Santucci stated that two of the alternatives did move Century Village to District 4.

In response to Mayor Ganz's question, Anthony Soroka, City Attorney, replied that a commissioner cannot be removed from their current seat of office, which is outlined in the Charter.

Mayor Ganz said moving Century Village into District 4 would completely change the dynamic of the area, whereas, District 4 is primarily single-family home communities, and although District 3 has a few, it is primarily Century Village. Further, clumping those districts together would be unusual, and because of their uniqueness and different needs they deserve different representation.

Commissioner Hudak said alternative three is eventually where the City is heading; however, he agreed with the Mayor's observation, whereby, District 3 and 4 cater to a completely different type of resident, so having two separate commissioners serves their needs at this time. Further, he reiterated that the City will eventually need to move into the direction of alternative three, but maybe not at this time.

Commissioner Parness said he has the largest population and does not mind losing some, but there are two key areas that make up District 3, Crystal Lake and Century Village; therefore, removing either one would destroy the continuity of the two groups working together. Thereafter, he spoke in support of alternative one.

Mayor Ganz said although he sees how it may change in the future, he spoke in support of alternative one, whereas, it's not about just looking at a map and trying to figure out how the numbers work, but how the communities interact and work together.

Vice Mayor Drosky spoke in support of alternative one.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 13, adopted Resolution 2024/083, Alternative 1. Roll Call:

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

Nays: 0

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

D-Day - Commissioner Hudak reminded everyone of June 6th and to remember the sacrifices that were made.

COMMISSIONER PRESTON**DISTRICT 2**

Kelvin Clarke - Commissioner Preston said the family thanked the City, and were very appreciative of the City's efforts. Further, he said for those saying his position was filled the next day, is not true.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Deerfield Beach High School Graduation - Commissioner Preston said the graduation was held today, which was an outstanding event and reminded all of what it is to be an American.

Thank You - Commissioner Preston thanked Captain Hofstein and city staff for their recent events.

Juneteenth Event - Commissioner Preston outlined the festivities which will take place on June 15th.

COMMISSIONER PARNESS**DISTRICT 3**

D-Day - Commissioner Parness commented on the events that took place on June 6, 1944.

COMMISSIONER DROSKY**DISTRICT 4**

Kelvin Clarke - Commissioner Drosky commented on the viewing, whereby, so many people said how great of a human being and employee he was.

MAYOR GANZ

Temporary Fencing - Mayor Ganz asked that the residents and businesses be made aware of the temporary fencing around the pier parking lot.

Pelagic Site - Mayor Ganz said he has received several complaints regarding the overaggressive enforcement of parking; therefore, he asked that signage be put up notifying people that the parking lot is private property.

Mobility Messaging - Mayor Ganz asked that notifications be put out notifying and encouraging individuals to use Freebee and Beach Rides USA.

West Hillsboro Boulevard - Mayor Ganz asked that the area be looked into, as there is an issue with the pump in the swale as the area looks terrible.

DUI Checkpoint - Mayor Ganz asked Captain Hofstein that a checkpoint be done again.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 9:20 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

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
April 17, 2024

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

TRUSTEES

Andy Gianino
 Robert Schnakenberg
 Robert Amante
 Joe Lapenna

OTHERS PRESENT

Adam Levinson, Board Attorney
 Amanda Kish & Scott Baur Administrator

The Plan attorney addressed the Board and the City's attendance. He outlined the current progress made on the insurance stipend.

PUBLIC COMMENTS

Medical Stipend

Mr. Baur presented an insurance stipend spread sheet to the Board. He informed the Board on the configurations of the spread sheet. Mr. Baur briefly reviewed the formula used to calculate the stipend. The Board held a discussion on the medical stipend that is owed to the members.

The city provides a stipend to cover only single coverage. BSO provides a stipend if you choose to use City Insurance. If the members do not choose BSO health insurance a stipend for insurance should still be paid by Deerfield Beach Police. Mr. Baur questioned the calculation used for the insurance stipend from Deerfield Beach. The members currently receiving a stipend should have been adjusted each year. A lengthy discussion ensued.

The Board requested the plan attorney to reach out to the city regarding the medical stipend. The Board stated that they want the medical stipend issue resolved as soon as possible.

Respectfully submitted,

Andrew Gianino, Secretary



Regular City Commission Meeting - June 18, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 18, 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 18, 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 18, 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 18, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83250884491?pwd=jau7xHTvgGpK7ofiiLn4n99Fsgv3uV.1>
 - 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: 832 5088 4491#, Participant ID: #, Passcode: 801013#

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 18, 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. 2024-308

Agenda Date: 6/18/2024

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2024-076: APPLICATION 22-RM25-109

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The subject site is currently developed with one (1) duplex. The applicant proposes to redevelop the property to construct a 9,934 square foot, 6 unit apartment building with units comprised of two (2) studios, two (2) one-bedrooms with dens, one (1) three-bedroom with a den, and one (1) three-bedroom penthouse with associated parking and landscaping improvements.

The building is proposed to be 50 feet high, and the maximum height allowed in the RM-25 district is 55 feet. The architecture compliments the requirements of the Coastal Community Architectural District with main materials including anodized aluminum reveals, textured and float finished stucco, and balconies with clear anodized aluminum cable railing to match the window and door frames.

A traffic impact analysis was provided with an estimated 27 daily trips which would represent an increase of 23 daily vehicle trips compared to the existing development on the site. Even with this increase in volume, a traffic impact study was not required.

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

On May 8, 2024, the item was heard and approved by the Community Appearance Board.

On June 6, 2024, the item was heard by the Planning and Zoning Board, which unanimously recommended approval of the project.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM QUANTUM DEVELOPMENT 2, LLC, TO DEMOLISH THE EXISTING DUPLEX AND CONSTRUCT A 9,934 SQUARE FOOT, 6 UNIT APARTMENT BUILDING AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 264 SE 19TH AVENUE (APPLICATION NO. 22-RM25-109); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 22-RM25-109 (the “Site Plan Application”) has been submitted to the City by Quantum Development 2, LLC (the “Applicant”) seeking site plan approval to demolish the existing duplex and construct a 9,934 square foot, 6-unit apartment building and associated site improvements on the property located at 264 SE 19th Avenue, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately .278 acres of land generally described as DEERFIELD BEACH 4-4 B LOT 9,10 BLK 15, and located at 264 SE 19th Avenue, Deerfield Beach, Florida, in the RM-25 Zoning District (collectively, the “Property”); and

WHEREAS, the proposed Development includes 6 apartment units comprised of two (2) studios, two (2) one-bedrooms with dens, one (1) three-bedroom with a den, and one (1) three-bedroom penthouse, with associated parking and landscaping improvements; and

WHEREAS, the Site Plan Application was previously reviewed by City staff, and on May 8, 2024, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted unanimously to recommend approval of the Site Plan Application on June 6, 2024; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated April 24, 2024, all of which conditions are incorporated herein by this reference as conditions of approval and shall be satisfied by the Applicant.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM QUANTUM DEVELOPMENT 2, LLC, TO DEMOLISH THE EXISTING DUPLEX AND CONSTRUCT A 9,934 SQUARE FOOT, 6 UNIT APARTMENT BUILDING AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 264 SE 19TH AVENUE (APPLICATION NO. 22-RM25-109); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 22-RM25-109 (the “Site Plan Application”) has been submitted to the City by Quantum Development 2, LLC (the “Applicant”) seeking site plan approval to demolish the existing duplex and construct a 9,934 square foot, 6-unit apartment building and associated site improvements on the property located at 264 SE 19th Avenue, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately .278 acres of land generally described as DEERFIELD BEACH 4-4 B LOT 9,10 BLK 15, and located at 264 SE 19th Avenue, Deerfield Beach, Florida, in the RM-25 Zoning District (collectively, the “Property”); and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
CITY COMMISSION
NOTICE OF QUASI-JUDICIAL PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED of a Quasi-Judicial Public Hearing before the City Commission on **Tuesday, June 18, 2024** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2024-076: APPLICATION 22-RM25-109

Applicant: **QUANTUM DEVELOPMENT 2, LLC REPRESENTED BY FSMY ARCHITECTS + PLANNERS**

Proposal: Major site plan application seeking approval to construct a 6-unit apartment building.

Location: The properties are generally described as DEERFIELD BEACH 4-4 B LOT 9,10 BLK 15 and located at **264 SE 19th Avenue**.

You may either be present in person at the Quasi-Judicial Public Hearing or attend online or by telephone utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of these Public Hearings and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State law.) Anyone desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the transcript.

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

**CITY OF DEERFIELD BEACH, FLORIDA
BY: HEATHER MONTEMAYOR, CMC, CITY CLERK**

500ft Public Notification Boundary



Public Hearing Notice Map

Application Number 22-RM25-109

264 SE 19th Ave



0 200 Feet

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





PUBLIC NOTICE

APPLICATION 22-RM25-109

May 17, 2024

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

Quantum Development 2 LLC Represented by FSMY Architects + Planners.

Seeking Major Site Plan approval to demolish an existing duplex and construct a six (6) unit apartment complex consisting of 9,934 square feet with associated site improvements, on a 0.278 acre site at the property described as DEERFIELD BEACH 4-4 B LOT 9,10 BLK 15, more particularly described in the file, and located at **264 SE 19th Avenue**.

A public hearing will be held on **THURSDAY, June 6, 2024, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 480-4206.

Eric M. Power
Director of Planning & Development Services

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	DFB Apartments	Application No.:	22-RM25-109
Reviewer Name:	Rafaela Thermidor	Project Address:	264 SE 19 Ave
Department / Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	4/24/2024		
Submittal No.:	9		

A. APPLICATION / GENERAL COMMENTS:

1.	Prior to resubmittal, contact Rafaela Thermidor and Ruthie Jusino respectively at rthermidor@deerfield-beach.com and rjusino@deerfield-beach.com to schedule a Development Review Committee meeting.
1.a.	Acknowledged.
2.	All resubmittals shall be provided with a written narrative responding to all comments. All resubmittals require an appointment with a planner to resubmit plans.
2.a.	Acknowledged.
3.	Per Section 98-14(f), An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
3.a.	Acknowledged.
4.	Per Section 98-14(j), Expiration or extension of site plan approval. A site plan approval shall expire 18 months following the date of approval unless a building permit for a principal building as required by the Florida Building Code, has been issued to the applicant and kept in force so that work is proceeding towards a completion of the site and project in a commercially reasonable time.
4.a.	Acknowledged.
5.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
5.a.	Acknowledged.

Development Plan Application Comments

6.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is encouraged to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant should invite all properties within 500 feet of the subject site. If a meeting is held, please provide Planning and Development Services staff with the meeting details for record on the file.
6.a.	Acknowledged.
7.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
7.a.	Acknowledged.
8.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
8.a.	Acknowledged.
9.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Resilient Environment Department, Urban Planning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPLans@broward.org
9.a.	Acknowledged.
10.	Plans are not in the correct order. Per Section 98-13(b)(8), The applicant is required to provide the development plan in the required sheet order. Revise the plan sheets to be in the following order: Cover Page, Survey, Site Plan, Site Plan Details (as needed), Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan.
10.a.	Acknowledged.
NEW COMMENT 3/29/2023	
11.	As this proposal is for a new building, do not cloud entire new sheets/sheet names.
11.a.	Comments addressed.
NEW COMMENTS 8/10/2023	
12.	Per Section 98-13(b)(4) As provided in the City's fee schedule (Resolution 2018/194) The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee (\$2,130.00 x 30%) to be submitted for each submittal thereafter. In this case the applicant is required to submit a payment in the amount of \$639 for this fourth submittal; and any subsequent submittal.
12.a.	Comment addressed.

B. PROJECT NARRATIVE:

1.	Explain in narrative the operations for trash and recycle pick up for this site.
1.a.	Comment addressed.

Development Plan Application Comments

C. COVERPAGE:	
1.	No description of scope of work provided. Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
1.a.	Comment addressed.
2.	No site location map with adjacent land use and zoning provided. Per Section 98-13(8)(a)(3) Provide a location map showing adjacent land use and zoning and all curbs and median cuts within 300 feet.
2.a.	Comment addressed.
3.	Table of contents included conceptual engineering plans. Revise table of contents accordingly. Per Section 98-13(8)(a)(4) Provide a table of contents.
3.a.	Comment addressed.

D. SURVEY:	
1.	Provide updated survey within one year from the submittal date. Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage.
1.a.	Comment addressed.
2.	Information provided on another sheet. Provide information on survey. Per Section 98-13(8)(b)(2) Show existing natural features, including trees and other vegetation and soils (unless provided as a separate page), etc.
2.a.	Comment addressed.
3.	Provide updated title commitment within one year from the submittal date. Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
3.a.	Comment addressed; Certificate of Title provided.

E. SITE PLAN:	
1.	Information listed below was not provided on site data chart. Per Section 98-13(8)(c)(16) The site data table is missing the following information: • Maximum height of all buildings • Floor area ratio (FAR) • Gross and net acreage of total site • Lot coverage • Total landscape (pervious) and impervious area • Square footage of all existing and proposed uses Total number of access spaces (existing, required, and proposed), including compact, and ADA accessible spaces
1.a.	Comment addressed.

Development Plan Application Comments

2.	On Sheet AS-101, <i>dwelling unit breakdown</i>, demonstrates (2) 1-bedroom unit, (2) 2-bedroom unit, (1) 3-bedroom unit, (1) 4-bedroom unit for a total of 6 units however, when counting each unit on the floor plan, only 4 “units” are proposed. Also, the floor plan on Level 4 (incorrectly labeled as level 5), demonstrates a 3-bedroom unit; with two kitchens and what appears to be an option to add a wall to separate the 3-bedrooms into a 2-bedroom unit and a 1-bedroom unit. This will be two units and will need to account for parking calculation as the following: • (2) 1-bedroom unit, • (2) 2-bedroom unit, • <u>(1) 4-bedroom unit</u> 5 units total Note: Per Section 98-3, <i>Dwelling unit (d.u.)</i> means “a single unit providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking and sanitation, but not including recreation vehicles, tents, hotels, motels, boarding houses, or boats.”
2.a.	Comment addressed.
3.	On Sheet, AS-101, parking data, demonstrates (3) 1-bedroom units, however site data shows dwelling breakdown at (2) 1-bedroom units. Data for number of bedroom/units is inconsistent in the dwelling unit breakdown, parking data and floor plan. Revise accordingly. Note: Per Schedule B, Dwellings, parking calculation shall be used as <i>multifamily, efficiency—One and one-half spaces per each efficiency and one-bedroom dwelling unit; two spaces per each two-bedroom dwelling unit; and one-half space for each additional bedroom after two bedrooms.</i>
3.a.	Comment addressed.
4.	Label for level 4 and 5 are incorrect. Missing level 3. Revise accordingly.
4.a.	Comment addressed.
5.	Multiple family units shall meet the minimum floor area set forth in Schedule A of the Land Development Code of the City of Deerfield Beach. Provide the floor area for each unit type within the site data chart.
5.a.	Comment addressed.
6.	Provide detail of dumpster enclosure. Per Section 98-13(8)(c)(9) Provide dumpster locations and detail for both trash and recycling showing required screening.
6.a.	Comment addressed.
7.	Sight triangle is not measured at the right-of-way line per the City of Deerfield Beach. Per Section 98-80, 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.
7.a.	Comment addressed.
8.	Provide front setback from the nearest NW corner of the building to the front property line.
9.a.	Comment addressed.

Development Plan Application Comments

9.	Provide the setback from the front property line to the proposed 5' high concrete wall. Proposed fence must be setback 5 feet from property line and dumpster wall. Provide setbacks on site plan. Per Section 98-75, All residential multifamily dwelling units in RM-10, RM-15, RM-25 zoning districts. Garden walls, fences or hedges shall be the subject of development plan review and are permitted as follows: a. Front and street side (corner) yards. Garden walls, fences or hedges may be located in the front and corner yards. They must be set back five feet from the property line for the purpose of landscape beautification and may not exceed six feet in height. b. Side or rear yards. Garden walls, fences, or hedges may be located in the required side or rear yards and may not exceed six feet in height.
9.a	Comment addressed.
10.	Provide detail of electric gate. Per Section 98-13(8)(c)(5) Provide proposed fences and walls, including location, construction material, dimensions, setbacks, and height.
10.a	Comment addressed.
11.	Provide typical detail of the parking spaces demonstrating compliance with code. Per Section 98-88, Identification. Each parking space required and provided pursuant to the provisions of this article shall be distinguished and separated from adjoining parking spaces by means of three-inch painted stripes.
11.a	Comment addressed.
12.	Provide the parking calculation for each standard space and compact space. Per Section 98-88(n), residential compact spaces may be provided in an amount not to exceed 75 percent of the total parking spaces provided on the site. Per Section 98-88(n), Standard and compact parking spaces shall meet the requirements of Schedule C for size and configuration.
12.a	Comment addressed.
13.	Provide the measurement of the driveway width at the entrance of the property. Per Section 98-88(E), Minimum width of an aisle designed and intended for maneuvering of an automobile into a parking space, shall be in conformance with Schedule C.
13.a	Comment not addressed. There is no measurement provided for the width of the driveway.
13.b	Comment addressed.
14.	Parking spaces #1-12 appear to not have curbing. Will there be proposed curb?
14.a	Comment addressed.
15.	Parking spaces #10, #7 and #5 have grass space in between. What is being proposed here? Will there be curbing?
15.a	Comment addressed.
16.	Parking space #2 shall be provided enough room to properly and safely back out.
16.a	Comment addressed.
17.	No traffic marking provided. Per Section 98-13(8)(c)(8) Provide traffic flow markings and signage, including fire lane striping and the location of all curb cuts.
17.a	Comment addressed.

F. ELEVATIONS:

1.	The subject property is located within the Coastal Community Architectural Design District. The architectural design must adhere to Section 98-53B(g), building design standards.
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Development Plan Application Comments

1.a.	Acknowledged.
2.	The measurement of the finished floor is not provided. Provide the height of the building from the finish grade to the highest point of the roof surface of the flat roof at the center of the building. Provide a cross section of the building showing each height for each level including the flat surface of the mechanical room and elevator on the roof. Per Section 98-13(8)(d)(1) Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including height, dimensions, color, surface materials and texture. Note: <i>building height</i> is defined as “the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.”
2.a.	Comment addressed.
NEW COMMENT 12/21/22	
3.	Per COD guidelines, Section 98-53B, light building colors such as pale yellow, white, eggshell, beige, coral, mint/pale greens, pale pink, and pale blues are required. On the submitted elevation sheets, a large portion of the Western façade is gray. Provide a clear color elevation in compliance with the Key West architectural styling and color palette.
3.a	Comment not addressed. The proposed facades do not meet the requirements set in the COD architectural guidelines, Section 98-53B(g)(1)(a) Buildings or structures constructed within the COD shall conform to the "Key West" architectural style as set forth in the Cove Charrette Master Plan (Phase I), "Architecture" section. Alterations, additions and similar improvements to existing structures within the district shall conform with these design guidelines to the extent possible. Said guidelines are incorporated herein by reference.

Development Plan Application Comments

3.b	Comment not addressed 1/3/2024. The proposed facades show progress towards meeting the COD guidelines, however, the regulations have not been satisfied. The proposed elevations continue to reflect elements of modern architectural design with its primary white and stucco façade, asymmetrical arrangement of walls, general cubic shape, flat roof, large glass frameworks and an absence of molding or ornamental features. The applicant is required to submit a project which meets the intent of the COD guidelines as well as Section 78-7. In order for this project to move forward, the applicant must abandon the above elements which are typically found in modern architecture and are not permitted at this location due to the coastal community overlay district requirements Per section 78-7(b): (7) A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme. The North and South do not meet this standard. The elevations contain overwhelmingly one color, white (the stucco is painted white, and the accent color does not provide sufficient contrast from the primary color. (13) The North elevation is comprised of one building material, stucco (smooth and scored). Per the Cove Master Plan, the following requirements have not been met: - The use of smooth stucco may be considered but shall be used sparingly and never continuously on adjacent structures. No building shall be completely finished in stucco. In this case, a significantly large portion of the Northern and Southern façade is composed of painted and scored stucco. - Windows shall have either functional or decorative shutters. Floor to ceiling storefront systems shall not be used. - Light bright colors (yellows, blues) should be used for the building walls. Bold bright colors should be utilized on trim items and for decoration. The use of "white" is strongly encouraged for trim, railings, columns, etc. The following is the proposed color palette: - o Cotton White #SW 7104 - o Arcade White #SW 7100 - o Prominent Pink #SW 6846 - o Child's Play #SW 6845 - o Merry Pink #SW 7100 - o Daisy #SW6910 - o Lemon Twist # 6909 - o Fun Yellow #SW 6908 - o Calypso #SW 6950 - o Slick Blue #SW 6949 - o Blue Bauble #SW 6948 - o Active Green #SW 6986 - o Green Jewel #SW 6985 - o Workout Green #SW 6984 - o Venture Violet #SW 6970
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Development Plan Application Comments

	○ Indulgent #SW 6969 ○ Hyacinth #SW 6968
3.c	Comment addressed 4/24/2024.
4.	Provide a finished color schedule that meets the COD guidelines for: - The wall material at the entrance - The light poles - The decorative structural column - Fencing - The mesh material illustrated on the front elevation - The different proposed colors for the stucco - The railing shown on the front elevation
4.a	Comment not addressed. The proposed finished color schedule does not meet the COD guidelines.
4.b	Comment not addressed. The applicant has not yet met the requirements of the Code i.e. two (2) building materials; COD Overlay guidelines; a minimum of two (2) colors.
4.c	Comment not addressed 1/3/2024. A portion of the proposed elevations do not meet the COD Overlay guidelines. The North & South elevations consist of one (1) building material i.e. stucco; and one (1) color on the façade i.e. white. The proposed facades do not meet the guidelines set forth in the COD guidelines, as they continue to show themes of modernism.
4.d	Comment 4/24/2024.
5.	Per COD guidelines, Section 98-53B, Unarticulated facades and blank walls are considered incompatible with the COD regulations. The North, South and Eastern elevations show an overwhelmingly unarticulated white mass. Provide some horizontal banding between floors in an effort to meet COD Guidelines.
5.a	Comment partially addressed. The newly proposed facades show significant articulation, and progress to meeting the COD guidelines. However, the requirement for a minimum of 2 colors is not met, per aforementioned comment (3.a & 4.a).
5.b	Comment not addressed. The applicant has updated the elevations and moved around certain facades. Staff has determined that this proposal does not meet Code requirements.
5.c	Comment not addressed 1/3/2024. Progress towards meeting the COD guidelines have been made, however, the requirements for two (2) building materials and two (2) colors are not met. The North and South elevations continue to exhibit themes of modernism through the use of the color white, as the overarching color used. Create a color scheme for the proposed building in line with the regulations set forth in the COD guidelines.
5.d	Comment addressed 4/24/2024.
6.	Provide clarity on the color of the western elevation by providing a cut line to show the elevation with color; with shadow and with proposed screening,
6.a	Comment addressed.
7.	Mechanical screen wall appears to be made completely from wire mesh that does not completely screen the equipment. Provide an alternate material for the mechanical screen walls.
7.a	Comment addressed.
NEW COMMENT 3/29/23	

Development Plan Application Comments

8.	The orientation considerations for sunshades are west, south and east-facing windows and surfaces. The sun's angle to the earth's surface, or solar altitude, helps determine what affects sunshades may have on the structure. Due to the orientation and location of the proposed building, the orientation of the sunshade along the Western and Eastern façades of the building would have to be changed. The passive louvers should be in the horizontal orientation in order to avoid creating a glare; similar to the redeveloped adjacent property.
8.a.	Comment partially addressed. Provide less shading on the following elevation sheets AS-201 with the louvers component; AS-201, AS-202, AS-203, AS-204 along the section of the wall.
8.b	Comment addressed. No shading was provided as the proposed facades have changed.
NEW COMMENT 8/10/2023	
9.	Per the elevation sheets, the columns are proposed to be painted coral (SW6606). This would not satisfy the requirement in the architectural requirements set in section 78-7(b)(7) - A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme. The applicant could provide a color feature as part of the façade of one of the proposed elevations, or with a mural, or banding of some sort.
9.a	Comment not addressed 1/3/2024. The newest submittal shows the columns painted to match the building i.e. white (PM-1 Super White). This would not satisfy the requirement in the architectural requirements set in section 78-7(b)(7).
9.b	Comment addressed 4/24/2024.
NEW COMMENT 1/3/2024	

Development Plan Application Comments

10.	The proposed building design continues to exhibit themes of modernism. Through the use of: - Metal and glass framework - No molding - The cubic shape of the building - The flat roof - The overwhelming use of the color white - The asymmetrical compositions of the windows and columns Per the Land Development Code, the subject property is located in the Cove Overlay District. This district was created to facilitate a consistent design theme via architectural guidelines established in the Cove Overlay District: - Buildings or structures constructed within the COD shall conform to the "Key West" architectural style as set forth in the Cove Charrette Master Plan (Phase I), "Architecture" section. - Introduction of design elements (such as decorative towers) to interrupt existing long, flat façades - Key focal element at site's entrance - Installation of decorative pavers on the main entry
10.a	Comment addressed 4/24/2024.

G.

FLOOR PLANS:	
1.	Provide dimensions for each room. Per Section 98-13(8)(e)(1), Show the complete dimension of each room on all floors, including rooftop activation (if proposed), labeling any permanent feature.
1.a.	Comment addressed.

H.

LANDSCAPING PLAN:	
1.	On sheet L – 0.1, curb proposed there parking space #12 on the landscape plan, however, not shown on site plan. Ensure plans are consistent.
1.a.	Comment addressed.
2.	On sheet L – 0.1, appears an additional black line on the 6" curb NW corner of the site. Remove if this is mislabeled.
2.a.	Comment addressed.

I.

PHOTOMETRIC PLAN:	
1.	Foot candle missing at north property line. Per Section 98-13(8)(h)(3) Provide a minimum foot candle taken at the property line.
1.a.	Comment not addressed. Provide the information along the Northern property line.
1.b.	Comment partially addressed. The applicant has provided the information along the northern property line, but the southern portion of the property, along the interior of the lot has not photometric information.
1.c.	Comment addressed 1/3/2024.

Development Plan Application Comments

2.	Per Section 98-13(8)(h)(5) Provide the location of all existing off-site lighting, including rights-of-way lighting.
2.a.	Comment addressed.
3.	Provide detail on site detail sheet. Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing maximum height, building material and color.
3.a.	Comment addressed.
4.	Per Section 98-13(8)(h)(7) Show that this property due to its location is in adherence to Section of the Land Development Code and Article IV- Beach Area Outdoor Lighting restrictions.
4.a.	Acknowledged.
NEW COMMENT 3/29/23	
5.	On Sheet AS-801, the printed page has a hard to read grey layer. Darken the grayscale in order for staff to be able to read the printed sheet.
5.a.	Comment addressed.

J.

ADDITIONAL COMMENTS:	
1.	Based on the submittals staff has reviewed to date, the elevations have not met the requirements of Land Development code Section 78-7(b)(7). If requested, the applicant has the opportunity to take this application before the Community Appearance Board (CAB) for comments. If the applicant chooses to go to CAB, please inform staff and submit the following to be placed on the next available meeting. ☐ Memo requesting to go before the Community Appearance Board ☐ CAB Application ☐ 5 Copies in 11" x 17" format ☐ Material Board ☐ Agent Authorization Letter CAB meetings take place, the second and fourth Wednesday of every month at 7PM. Applicants are expected to attend, and a presentation can be made if so chosen. To be discussed at DRC meeting.

Development Plan Application Comments

1.a	Comment 1/3/2024. Based on the submittals staff has reviewed to date, the elevations have not met the requirements of Land Development code Section 78-7(b)(7) as well as the design requirements set forth in the Cove Overlay District. If requested, the applicant has the opportunity to take this application before the Community Appearance Board (CAB) for comments. If the applicant chooses to go to CAB, please inform staff and submit the following to be placed on the next available meeting. ☐ Memo requesting to go before the Community Appearance Board ☐ CAB Application ☐ 5 Copies in 11" x 17" format ☐ Material Board ☐ Agent Authorization Letter CAB meetings take place, the second and fourth Wednesday of every month at 7PM. Applicants are expected to attend, and a presentation can be made if so chosen.
1.b	Comment addressed 4/24/2024.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	DFB APARTMENTS	Application No.:	22-RM25-109
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	11/01/23		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

		A complete set of permitted plans must be submitted for review and approval prior to all construction.
		All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 7TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018.
1.		
1a		<u>Not addressed</u>
1B		<u>NOT ADDRESSED</u>
2.		ADDRESSED

B. SITE PLAN:

		A SINGLE EXTERIOR DOOR PROVIDING ACCESS TO THE INTERIOR OF ANY BUILDING MUST BE LOCATED WITHIN 50 FT OF A FIRE DEPT ACCESS ROAD
1.		
1A		NOT ADDRESSED ON PLANS
1B		NOT ADDRESSED OVER 100FT TO A SIDE HINGED DOOR FROM THE ACCESS ROAD
1C		NOT ADDRESSED (50 FT TO THE OPENING OF THE BUILDING)
1D		ADDRESSED
		KNOX BOX REQUIRED FOR ENTRY TO BLD AND KNOX KEY SWITCH REQUIRED FOR ELECTRIC FENCE
2.		
2A		NOT ADDRESSED ON PLANS
2B		ADDRESSED

Development Plan Application Comments

3.	SHOW LOCATION FOR THE FIRE SPRINKLER/STANDPIPE BACKFLOW AND FDC AND SHOW THE POINT OF SERVICE
3A	NOT ADDRESSED ON PLANS
3B	NOT ADDRESSED FIRE DEPT CONNECTION SHALL BE NO FURTHER THAN 100FT FROM FIRE HYDRANT PREFERABLY 10-20FT AWAY
3C	ADDRESSED
4.	HYDRANT MAINS SHALL HAVE A MINIMUM 8 INCH DIAMETER CONNECTION
4A	NOT ADDRESSED ON PLANS
4B	ADDRESSED
5.	EXCEEDS 150 FT FOR BUILDING ACCESSIBILITY FROM FIRE DEPT ACCESS ROAD. (NOT MORE THAN 150 FT FROM FIRE DEPT ACCESS ROADS FOR NON SPRINKLERED BUILDINGS AND 450 FT FOR SPRINKLERED BUILDINGS)
5A	NOT ADDRESSED ON PLANS
5B	ADDRESSED



DEVELOPMENT REVIEW COMMITTEE

Project Name:	DFB Apartments	Application No.:	22-RM25-109
Reviewer Name:	Harold Hoyte	Project Address:	264 SE 19th Ave.
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	3/29/23		
Submittal No.:	4		

A. LANDSCAPE PLAN:	
1.	The tree survey on Sheet L-1 shall include clear columns showing, height, Diameter at Breast Height (DBH); spread, Clear Trunk (CT) / Graywood (GW) on palms, condition rating and mitigation values.
1.a	Comment addressed 1/13/23.
2.	Per Section 98-81 (h)(2) mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Mitigation is to be 1.5 times canopy per section 98-81 (h)2 (e).
2.a	Comment addressed 1/13/23.
3.	Appraisals are required for specimen trees (18 inches in good condition (60% or better)); Note, required proposed trees cannot be used toward meeting this requirement. Add appraisals to the mitigation plans for the Ficus trees being removed.
3.a	Comment addressed 1/13/23.
4.	Per Section 98-80 (i), correct the sight triangles interior to 10ft. x 50ft along the property line and curb (inside property line). Remove plant material that matures over 30 inches. No multi-trunk trees or palms are to be within the sight triangles.
4.a	Comment addressed 1/13/23.
5.	On Tree Disposition plan specify sabal palms by Clear Trunk (CT). Note, only trees and palms meeting Section 98-80 (k)(11) will be counted toward landscape requirements.
5.a	Comment addressed 1/13/23.
6.	Landscape area calculations cannot include crushed shell or areas outside of property line. Please recalculate and revise plans accordingly.
6.a	Comment addressed 1/13/23.
7.	Show location and real canopy of trees on adjacent properties. Adjust location or species of proposed trees accordingly.

Development Plan Application Comments

7.a	Comment addressed 1/13/23.
8.	Landscape buffers are for landscape material only, remove trash enclosure on the north and the wall on the east; add hedge and/ or living material.
8.a	Comment addressed 1/13/23.
8.b	Comment not addressed 3/29/23. Trash enclosure in ROW buffer.
8.c	Comment addressed 8/15/23.
9.	Screen trash enclosure walls with 36-inch hedge.
9.a	Comment addressed 1/13/23.
10.	Move large tree 16' off property line. Add root barrier to large and medium trees closer than 6 ft. and palms and small tree within 3 ft. of paved area, curb or foundation. Note, "BS" is also too close to drain.
10.a	Comment addressed 1/13/23.
11	Add root barrier to shade trees closer than 6 ft., palms and small tree within 3 ft. of paved area or curb.
11.a	Comment addressed 1/13/23.
12.	Label with dimensions all buffers on L-2.
12.a	Comment not addressed.
12.b	Comment addressed 3/29/23.
13.	Per Section 98-80 (e) (14)(e), add 18' tree of 18' graywood palm as foundation planting.
13.a	Comment addressed 1/13/23.
14.	Per Section 98-80 (k) (9), add a 5-foot buffer to the North and East property lines.
14.a	Comment not addressed. East buffer is less than 5 feet.
14.b	Comment addressed 3/29/23.
15.	Per Section 98-80 (k)(3), add 6 flowering shrubs to the plan.
15.a	Comment addressed 1/13/23.
16.	Per Section 98-80 (l)(5), add type "D" curb around all landscape areas.
16.a	Comment not addressed.
16.b	Comment addressed 3/29/23.
17.	Add details for the green wall shown on elevations.
17.a	Comment addressed 1/13/23.
18.	Tree removal fee is zero for nuisance trees.
18.a	Comment addressed 1/13/23.
19.	Replace Bamboo with a less messy alternative that will not encroach into the adjacent property.

Development Plan Application Comments

19.a	Comment not addressed 1/13/23. Future code issue.
19.b	Comment addressed 3/29/23.
20.	Remove planted islands under building, as they are too small to sustain planting.
20.a	Comment addressed 1/13/23.

Conceptual Engineering Plan Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	264 SE 19th Avenue Major Site Plan	Application No.:	22-RM25-109
Reviewer Name:	Priscilla Cygielnik		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	11-07-233		
Submittal No.:	5		

A. Conceptual Engineering:

1.	Proposed 5 Ft. sidewalk must be set at the Right-Of-Way line per City of Deerfield Engineering Department Standard Drawing 8.03 for 60 Ft. Right-Of-Way. This requirement will affect the Site Plan as proposed.
1.a	COMMENT ADDRESSED
2.	When establishing the minimum Finish Floor Elevation of a building structure, there are various criteria elements to consider; the City of Deerfield Beach criteria (elevation above the abutting road crown) as stated on City Ordinance Sec. 98-83, FEMA established and Preliminary Flood Maps, the Florida Building Code and Broward County Ordinances. Under most circumstances, the criteria that produces the highest Finished Floor elevation controls.
2.a	COMMENT ADDRESSED
3.	Per Sec. 98-13. (b)(8)(j)(ii) (j)Separate conceptual engineering package and Preliminary flood routing and water quality calculations supporting the surface water management elements, weir elevation and design finished floor elevation shall be provided as supporting documentation.
3.a	COMMENT ADDRESSED
	NEW COMMENT
4.	Sewer Clean Out shall be provided at the property line. Water Meter location shall be at the property line.
4.a	COMMENT ADDRESSED

B.

ADVISORY COMMENTS:	
1.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD.

ENVIRONMENTAL SERVICES DEPARTMENT

2.	All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT. Civil Engineering Plans must include, as applicable, the following: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Plan and Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition
3.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
4.	Prior to issuance of a Certificate of Occupancy, all applicable Water and Sewer connection fees will be paid as stipulated in the City of Deerfield Beach Code Sections 70-132 and 70-75.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	264 SE 19th Avenue Major Site Plan	Application No.:	22-RM25-109
Reviewer Name:	Priscilla Cygielnik		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	08-15-23		
Submittal No.:	4		

A.

SITE PLAN:	
1.	Proposed 5 Ft. sidewalk must be set at the Right-Of-Way line per City of Deerfield Engineering Department Standard Drawing 8.03 for 60 Ft. Right-Of-Way. This requirement will affect the Site Plan as proposed.
1.a	COMMENT ADDRESSED
2.	When establishing the minimum Finish Floor Elevation of a building structure, there are various criteria elements to consider; the City of Deerfield Beach criteria (elevation above the abutting road crown) as stated on City Ordinance Sec. 98-83, FEMA established and Preliminary Flood Maps, the Florida Building Code and Broward County Ordinances. Under most circumstances, the criteria that produces the highest Finished Floor elevation controls.
2.a	COMMENT ADDRESSED
3.	Per Sec. 98-13. (b)(8)(j)(ii) (j)Separate conceptual engineering package and Preliminary flood routing and water quality calculations supporting the surface water management elements, weir elevation and design finished floor elevation shall be provided as supporting documentation.
3.a	COMMENT ADDRESSED
	NEW COMMENT
4.	Sewer Clean Out shall be provided at the property line. Water Meter location shall be at the property line.
4.a	COMMENT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	264 SE 19th Ave – DFB Apartments Major Site Plan	Application No:	22-RM25-109
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	03/08/2023		
Submittal No:	Submittal 3		

A. **RECYCLING & SOLID WASTE DIVISION:**

- | | |
|----|---|
| 1. | <p>The above Site Plan Application, located at 264 SE 19th Ave. Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacle.</p> <p>The maintenance staff of “264 SE 19th Ave.” must roller out the carts/dumpsters to SE 19th Avenue on the days of service and must roller them into the building when serviced. For compactors dumpsters, the maintenance staff will be in charge of release and secure them to the compactor equipment.</p> |
|----|---|



DFB APARTMENTS

DEPARTMENT OF BUILDING SERVICES
CITY OF DEERFIELD BEACH

DEVELOPMENT PLAN SUBMITTAL
APPLICATION NO. 22-RM25-109

264 SE 19TH AVENUE
DEERFIELD BEACH, FL 33441

MARCH 06, 2023

DRC DRAWING INDEX	
SHEET NUMBER	SHEET NAME
G-000	COVER SHEET
—	SURVEY
AS-101	SITE PLAN
AS-102	SITE PLAN DETAILS AND NOTES
AS-201	EXTERIOR ELEVATIONS
AS-202	EXTERIOR ELEVATIONS
AS-203	EXTERIOR ELEVATION
AS-204	EXTERIOR ELEVATION
AS-301	BUILDING SECTION
AS-111	LEVEL 01 FLOOR PLAN
AS-112	LEVEL 02 FLOOR PLAN
AS-113	LEVEL 03 FLOOR PLAN
AS-114	LEVEL 04 FLOOR PLAN
AS-115	LEVEL 05 FLOOR PLAN
AS-116	ROOF PLAN
L-1.0	TREE DISPOSITION PLAN
L-2.0	PROPOSED LANDSCAPE PLAN

DRC DRAWING INDEX	
SHEET NUMBER	SHEET NAME
L-0.1	LANDSCAPE RENDERING PLAN
IP-2.0	PROPOSED IRRIGATION PLAN
IP-5.0	IRRIGATION DETAILS
AS-801	PHOTOMETRIC PLANS
AS-902	RENDERINGS
AS-904	RENDERINGS
AS-905	RENDERINGS
AS-906	RENDERINGS
EXH-01	BUILDING COLOR PERCENTAGES
EXH-02	BUILDING COLOR PERCENTAGES
EXH-03	SUPPORT DOCUMENTS
C-1*	PAVING GRADING AND DRAINAGE PLAN
C-2*	ENGINEERING CROSS SECTIONS
C-3*	WATER AND SEWER PLAN
ER-1*	EROSION CONTROL PLAN
C-4*	WATER AND SEWER PLAN
C-5*	WATER AND SEWER DETAILS

* SEPARATE PACKAGE

PROJECT NARRATIVE

A NEW 5-STORY, 6 UNIT MULTIFAMILY RENTAL BUILDING

LEGAL DESCRIPTION

LOT 9 AND 10, BLOCK 15, DEERFIELD BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS SITUATE IN THE CITY OF DEERFIELD BEACH, BROWARD, COUNTY, FLORIDA AND CONTAINING 12, 102 SQUARE FEET, OR 0.278 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, CONVENANTS, AND RIGHTS-OF-WAY OF RECORD

FSMY ARCHITECTS

888 S. ANDREWS AVE, STE 300
FORT LAUDERDALE, FL 33316
954.764.6575

QUANTUM DEVELOPMENT 2, LLC

595 NE WAVECREST CT
BOCA RATON, FL 33432
405.250.5292

DESIGNED	DRAWN	CHECKED
JB	MQ	JB

REVISIONS

DATE:	COMM:
10.18.22	21046

DFB APARTMENTS

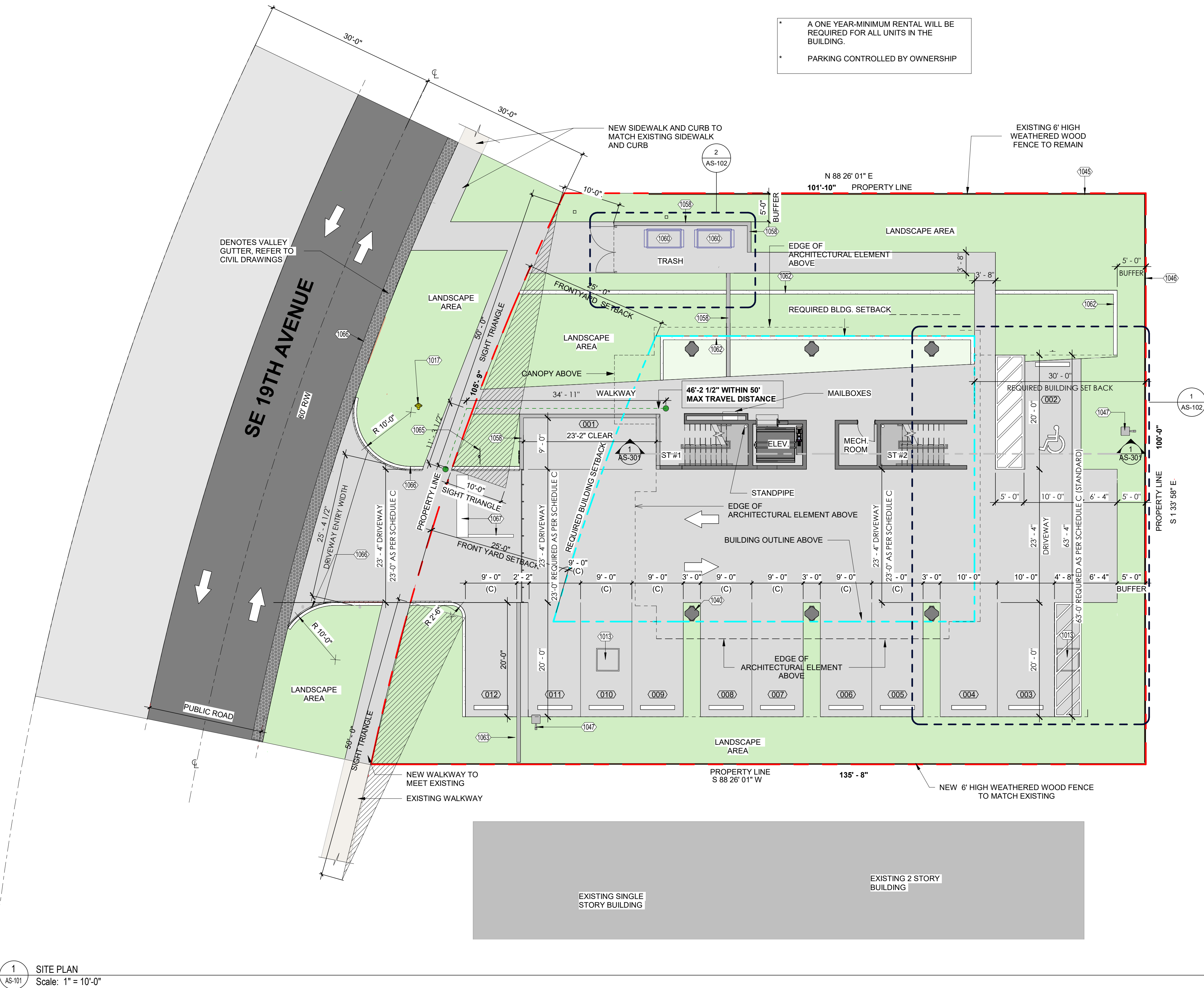
264 SE 19TH Avenue
Deerfield Beach, FL 33441

COVER SHEET

SITE PLAN APPROVAL

_G-000

4/25/2024 10:08:20 AM



1 SITE PLAN
Scale: 1" = 10'-0"



9 ELECTRIC DRIVEWAY AND FENCE DETAIL
Scale: 1" = 1'-0"

- A ONE YEAR-MINIMUM RENTAL WILL BE REQUIRED FOR ALL UNITS IN THE BUILDING.
- PARKING CONTROLLED BY OWNERSHIP

1013	DENOTES CATCH BASIN, REFER TO CIVIL DRAWINGS
1017	DENOTES PROPOSED FIRE HYDRANT
1040	DENOTES CUSTOM DECORATIVE CONCRETE COLUMN PAINTED WHITE. REFER TO STRUCTURAL DRAWINGS
1045	DENOTES EXISTING 6' HIGH WEATHERED WOOD FENCE TO REMAIN
1046	DENOTES NEW 6' HIGH WEATHERED WOOD FENCE TO MATCH EXISTING
1047	DENOTES NEW LIGHTING POLE
1058	DENOTES 5' HIGH PRIVACY CONCRETE WALL
1060	DENOTES ROLL OUT TRASH CONTAINER
1062	DENOTES TYPE "D" CURB, REFER TO CIVIL DRAWINGS
1063	DENOTES KNOCKBOX
1065	DENOTES STOP SIGN, REFER TO CIVIL DRAWINGS
1066	DENOTES FIRE LANE, REFER TO CIVIL DRAWINGS
1067	DENOTES TRAFFIC MARKINGS, REFER TO CIVIL DRAWINGS

SITE LEGEND	
	BUILDING SETBACK
	PROPERTY LINE
	DENOTES BUILDING OUTLINE ABOVE
	DENOTES EXTENT OF ARCHITECTURAL ELEMENT
	PARKING SPACE
	LANDSCAPE AREA
	CRUSHED SHELL

SITE PLAN DATA TABLE

A. LAND USE DESIGNATION	RM-25		
B. ZONING DESIGNATION	RESIDENTIAL		
C. GROSS AND NET ACREAGE OF SITE:	12,102 SF (0.278 ACRES)		
D. TOTAL NUMBER OR DWELLING UNITS AND BEDROOM COUNT			
STUDIO	2 UNITS	747.5 SF EACH	
1 BEDROOM W/DEN	2 UNITS	1,260.6 SF EACH	
3 BEDROOMS W/DEN	1 UNIT	1,877.0 SF	
3 BEDROOM (PENTHOUSE)	1 UNIT	1,781.0 SF	
TOTAL	6 UNITS		
E. FLOOR AREA RATIO (FAR)	.8		
F. LOT COVERAGE	2,727 SF		
G. SQUARE FOOTAGES:			
LEVEL 01		420 SF	
LEVEL 02		2,346 SF	
LEVEL 03		2,346 SF	
LEVEL 04		2,346 SF	
LEVEL 05		2,346 SF	
ROOF LEVEL		130 SF	
TOTAL		9,934 SF	
H. TOTAL LANDSCAPE (PERVIOUS) AND IMPERVIOUS USES:			
PERVIOUS AREA:		4,518 SF	
IMPERVIOUS AREA:		732 SF	
VUA:		4,058 SF	
I. TOTAL PERCENTAGE OF LANDSCAPED OPEN SPACE:			
MINIMUM LANDSCAPE AREA AS PER CODE 35%	of 12,102 sf = 4,236 SF REQUIRED		
	4,518 SF PROVIDED		
J. MAXIMUM HEIGHT OF BUILDING	55'-0"		
	50'-0" PROVIDED		
K. MINIMUM BUILDING SETBACK TO ALL PROPERTY LINES			
	REQUIRED	PROVIDED	
FRONT YARD	25'-0"	25'-0"	
SIDE YARD (NORTH) (10'+15')	25'-0"	25'-0"	
REAR YARD (EAST) (15'+15')	30'-0"	30'-0"	
SIDE YARD (SOUTH) (10'+15')	25'-0"	25'-0"	

L. SITE DENSITY = 25 UNITS MAX PER ACRE (0.278) = 6 UNITS

PARKING DATA

M. PARKING DATA				
<u>REQUIRED PARKING</u>				
1.5 SPACES PER EACH EFFICIENCY AND ONE BEDROOM UNIT				
2 SPACES PER EACH 2-BEDROOM UNIT				
5 SPACE FOR EACH ADDITIONAL BEDROOM AFTER 2 BEDROOMS.				
STUDIO UNITS	2 UNITS	=	1.5 X 2	3 SPACES
1 BEDROOM W/DEN	2 UNITS	=	1.5 X 2	3 SPACES
3 BEDROOM	2 UNITS	=	2+ 5 X 2	<u>5 SPACES</u>
			TOTAL	11 SPACES
TOTAL REQUIRED PARKING				11 SPACES
TOTAL PROVIDED SPACES				<u>12 SPACES (1 HC PARKING)</u>
AS PER SECTION 98.88 (n)(1)				
NO MORE THAN 75% COMPACT SPACES				
09 COMPACT SPACES (75%)				
03 STANDARD SPACES (25%)				

GENERAL

- REFER TO CIVIL PLANS FOR ALL SITE UTILITIES

POLICE

- ALL EXTERIOR WINDOWS AND DOORS TO BE IMPACTED RATED
- STAIRWELLS EGRESS ONLY ON FIRST LEVEL
- BUILDING TO BE FITTED WITH ACCESS CONTROL SYSTEM AT EGRESS STAIRS AND ELEVATOR.

FIRE PROTECTION

- PROJECT SHALL COMPLY WITH ALL APPLICABLE SECTIONS OF NFPA AND THE FLORIDA BUILDING CODE
- PER FBC 903.2.11.3 BUILDING WILL HAVE FIRE SPRINKLERS

AERIAL VIEW



DESIGNED	DRAWN	CHECKED
JB	MQ	JB

REVISIONS

DATE:	COMM:
10.18.22	21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441

Digitally signed
by Joshua D
Bailey
Date:
2024.04.25
10:20:47-04'00'

SITE PLAN

SITE PLAN APPROVAL

AS-101

4/25/2024 10:08:22 AM

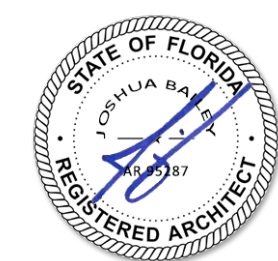
DESIGNED DRAWN CHECKED
Designer Author Checker

REVISIONS

DATE: 10.18.22 COMM: 21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441

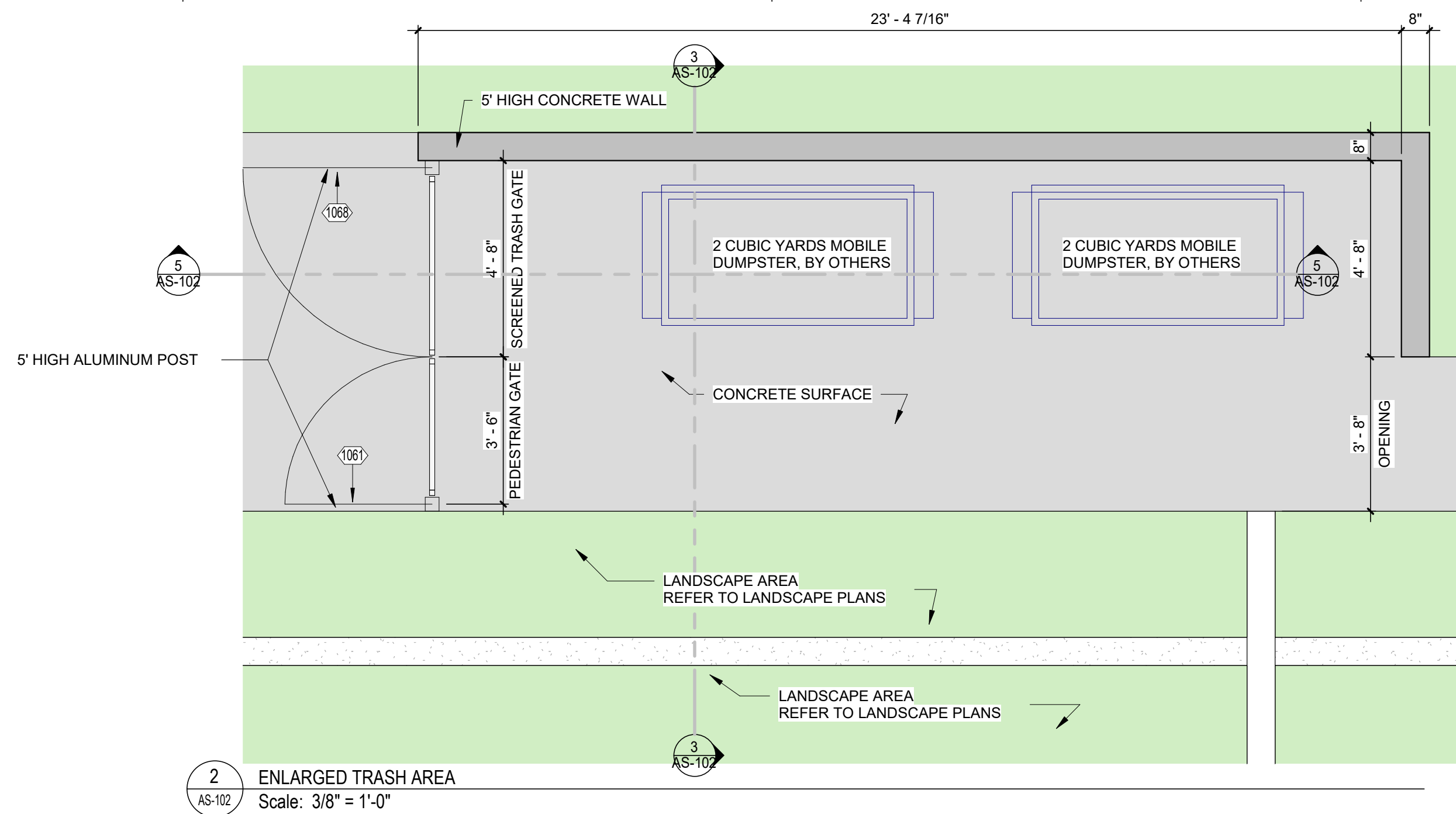


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by Joshua D
Bailey
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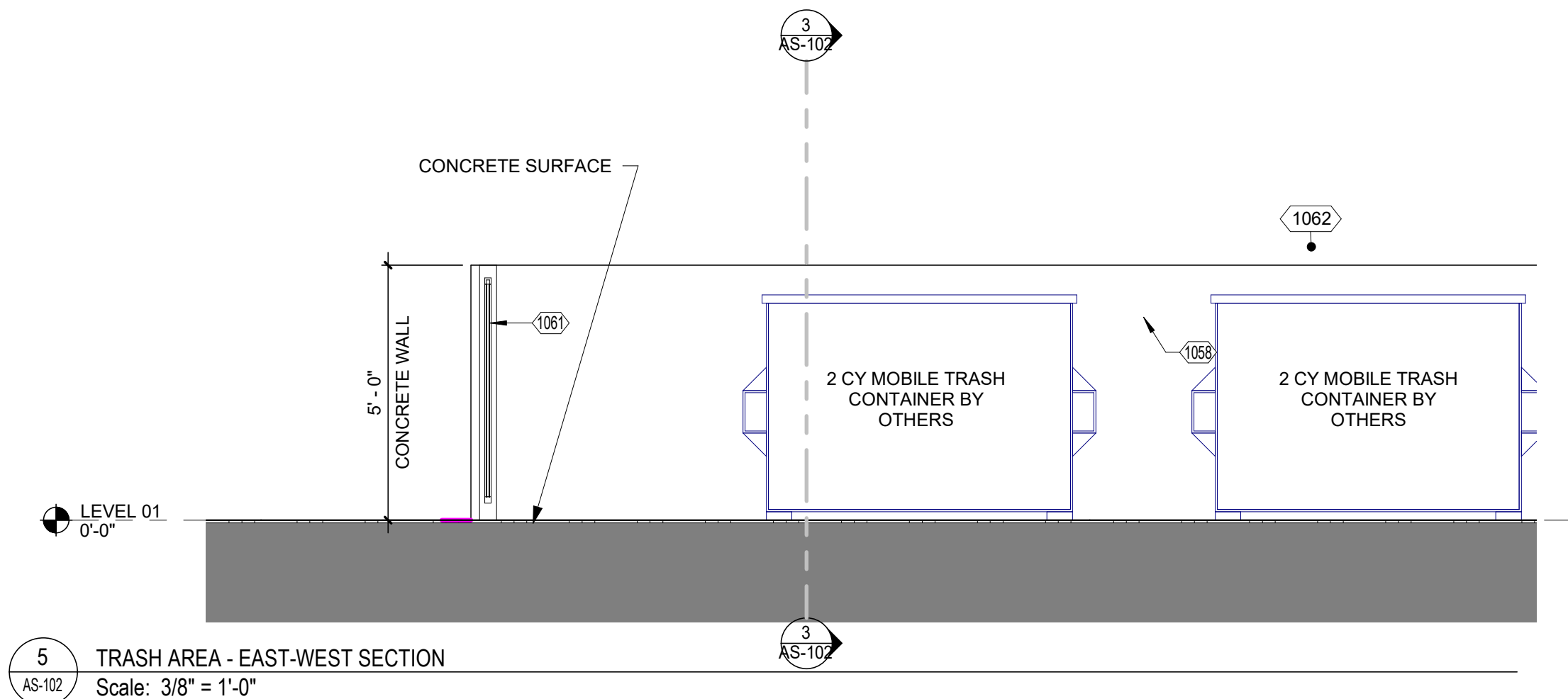
SITE PLAN DETAILS AND NOTES

SITE PLAN APPROVAL

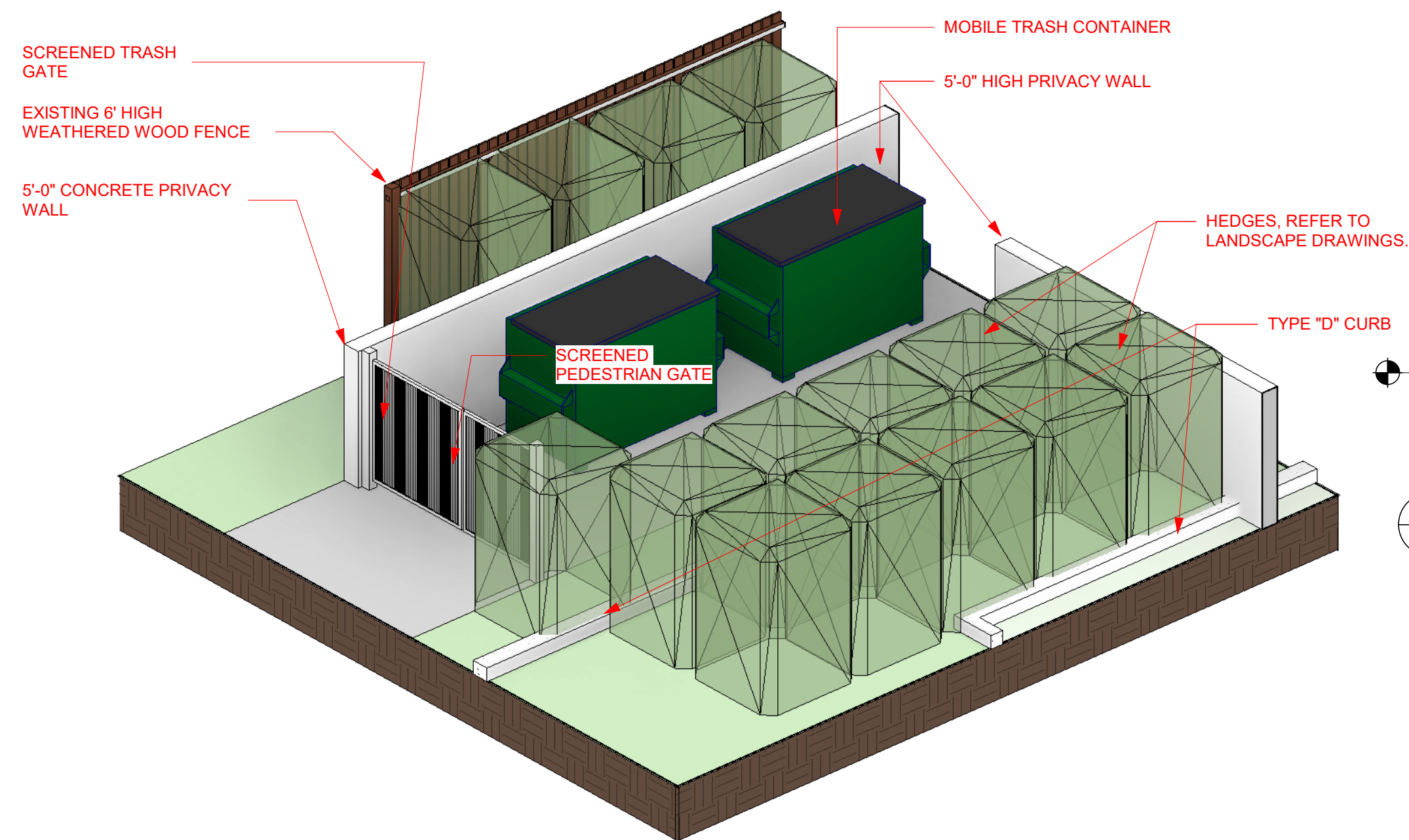
AS-102



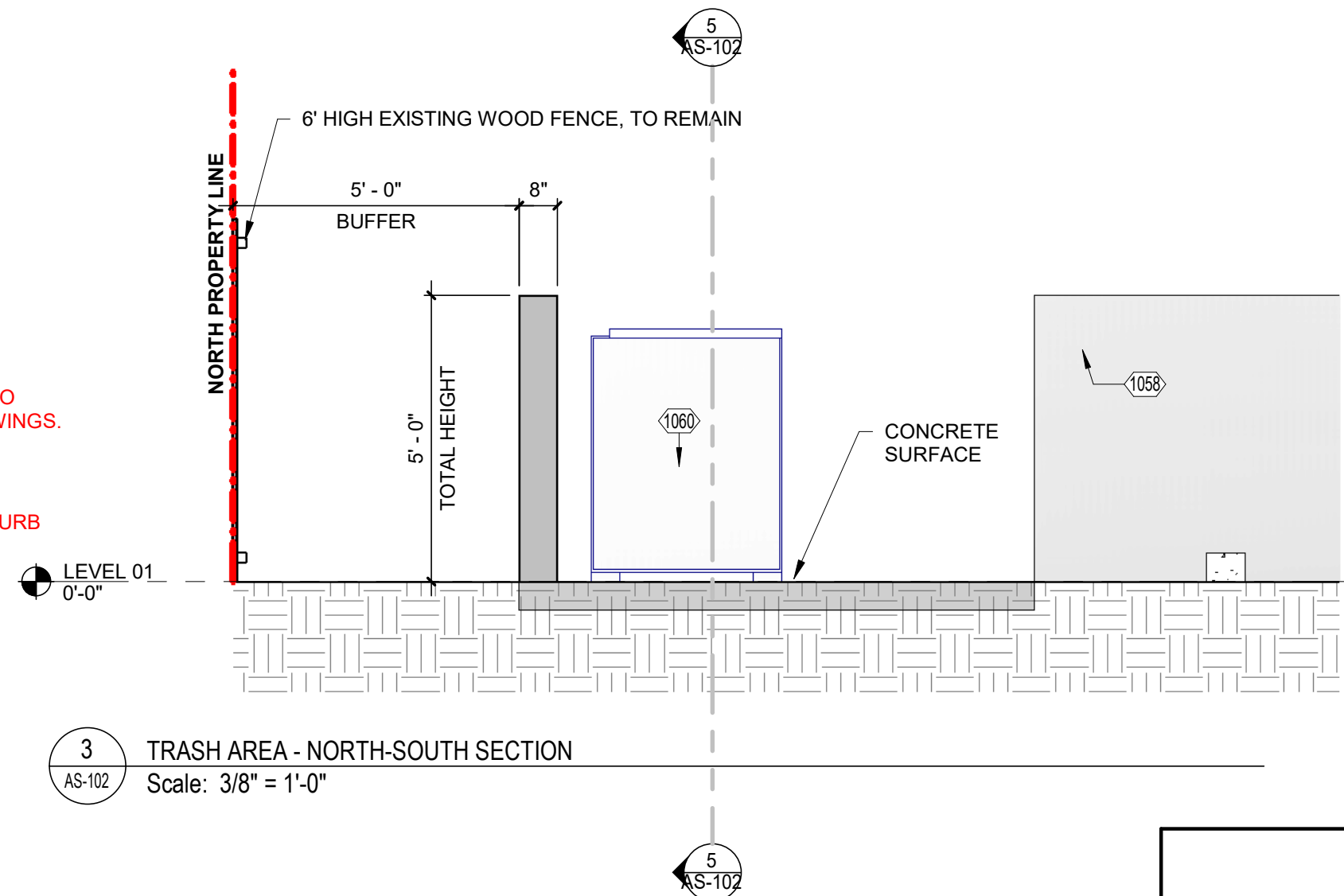
2 ENLARGED TRASH AREA
Scale: 3/8" = 1'-0"



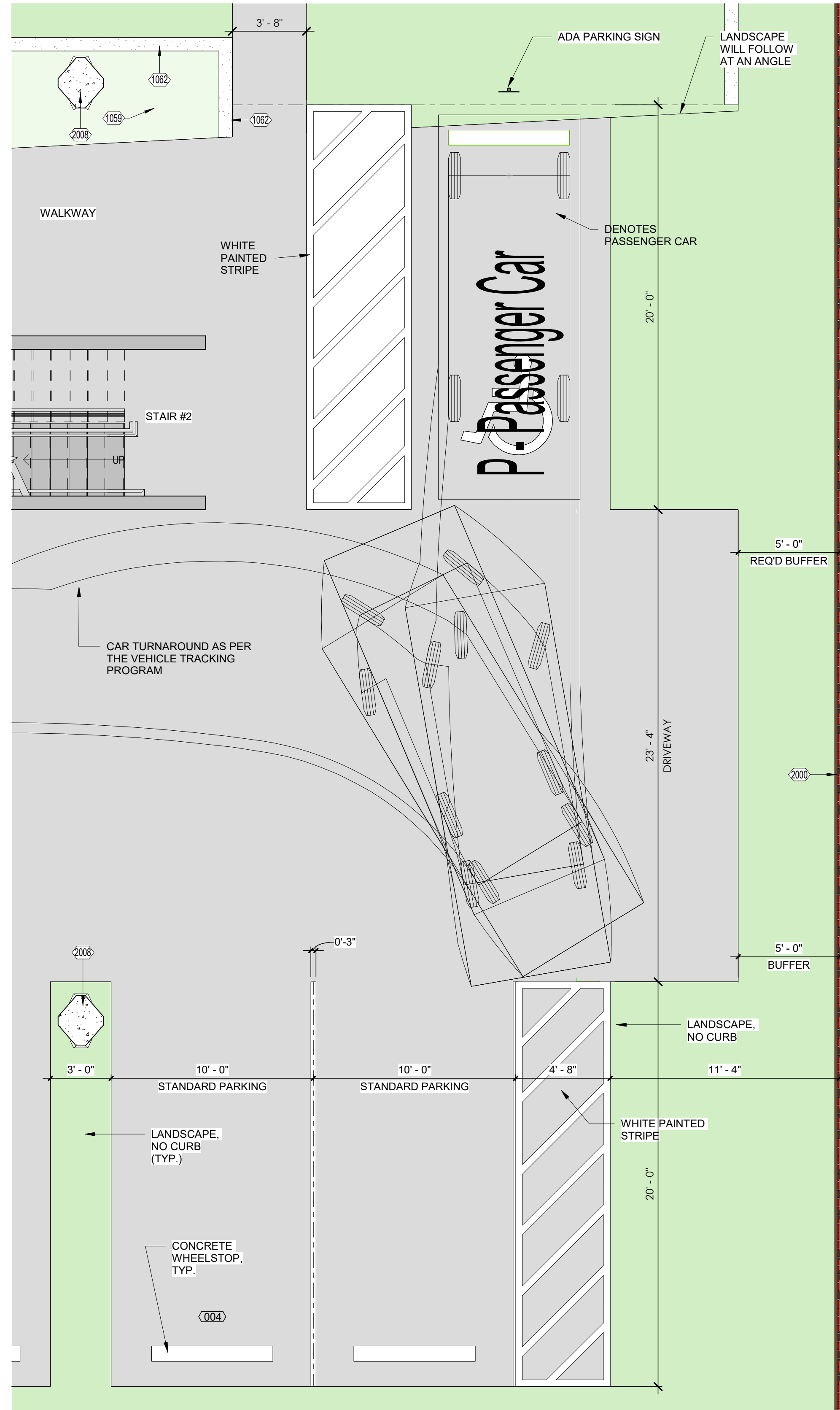
5 TRASH AREA - EAST-WEST SECTION
Scale: 3/8" = 1'-0"



4 TRASH AREA - 3D VIEW
Scale:



3 TRASH AREA - NORTH-SOUTH SECTION
Scale: 3/8" = 1'-0"



1 PARKING DIMENSIONS AND VEHICLE TURNAROUND
Scale: 1/4" = 1'-0"

SHEET SPECIFIC KEYNOTES

1058	DENOTES 5' HIGH PRIVACY CONCRETE WALL
1059	DENOTES SHELLING AREA, REFER TO LANDSCAPE DRAWINGS
1060	ROLL OUT TRASH CONTAINER
1061	DENOTES SCREENED ALUMINUM PRIVACY PEDESTRIAN GATE
1062	DENOTES TYPE 'D' CURB, REFER TO CIVIL DRAWINGS
1068	DENOTES SCREENED ALUMINUM PRIVACY TRASH GATE
2000	DENOTES 6' EXISTING WEATHERED WOOD FENCE, TO REMAIN
2008	DENOTES DECORATIVE STRUCTURAL COLUMN, REFER TO STRUCTURAL DRAWINGS

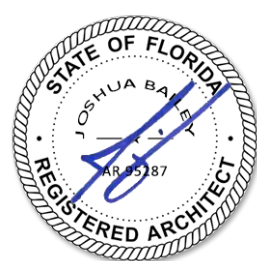
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JB	MQ	JB

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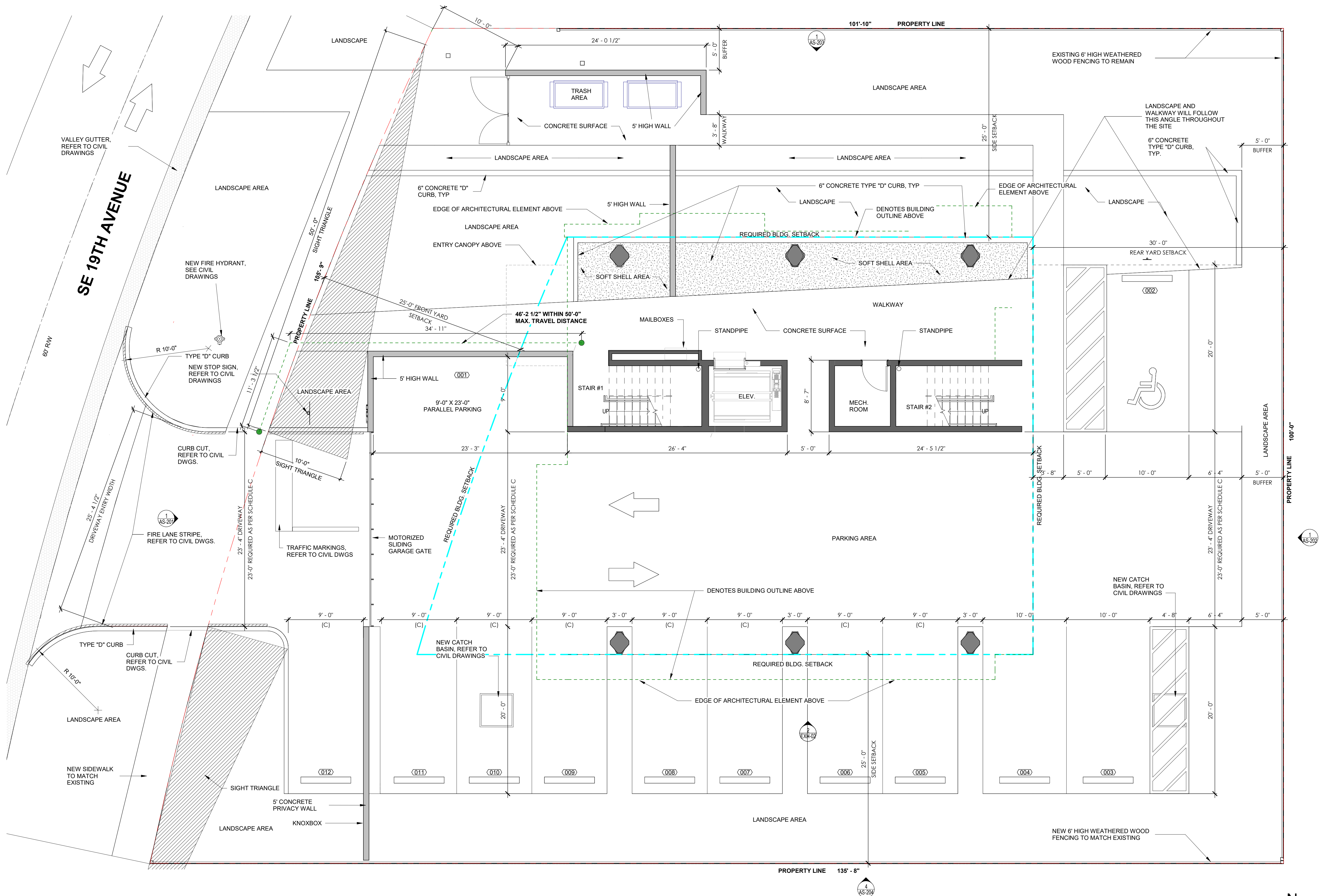


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Bailey
Date:
2024.04.25
10:20:57-04'00'

LEVEL 01 FLOOR PLAN

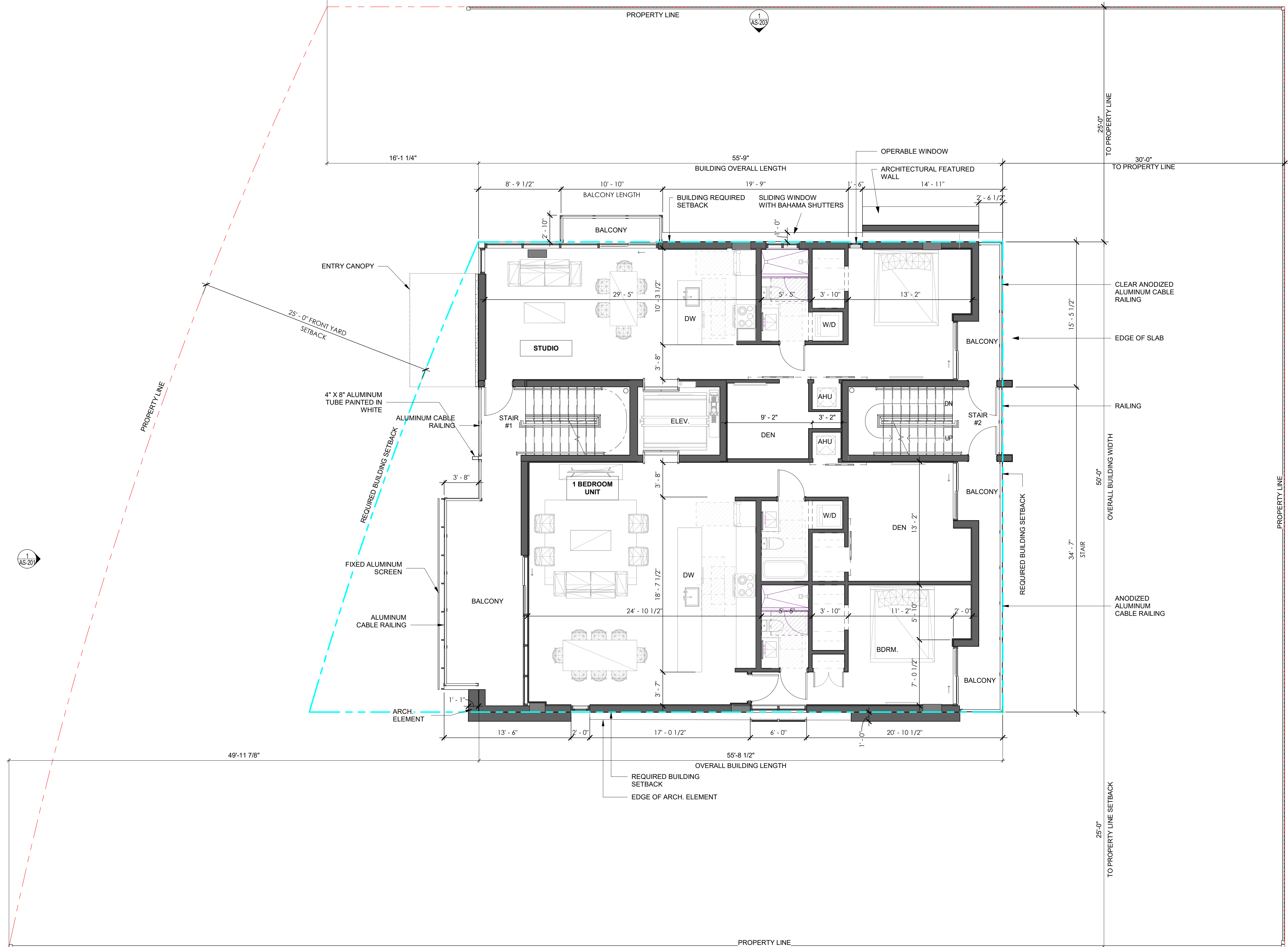
SITE PLAN APPROVAL

AS-111



1 LEVEL 01 OVERALL FLOOR PLAN
AS-111 Scale: 3/16" = 1'-0"

DESIGNED	DRAWN	CHECKED
JB	MQ	JB



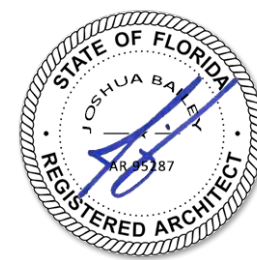
1 AS-112 LEVEL 02 OVERALL FLOOR PLAN
Scale: 3/16" = 1'-0"

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Deerfield Beach, FL 33441



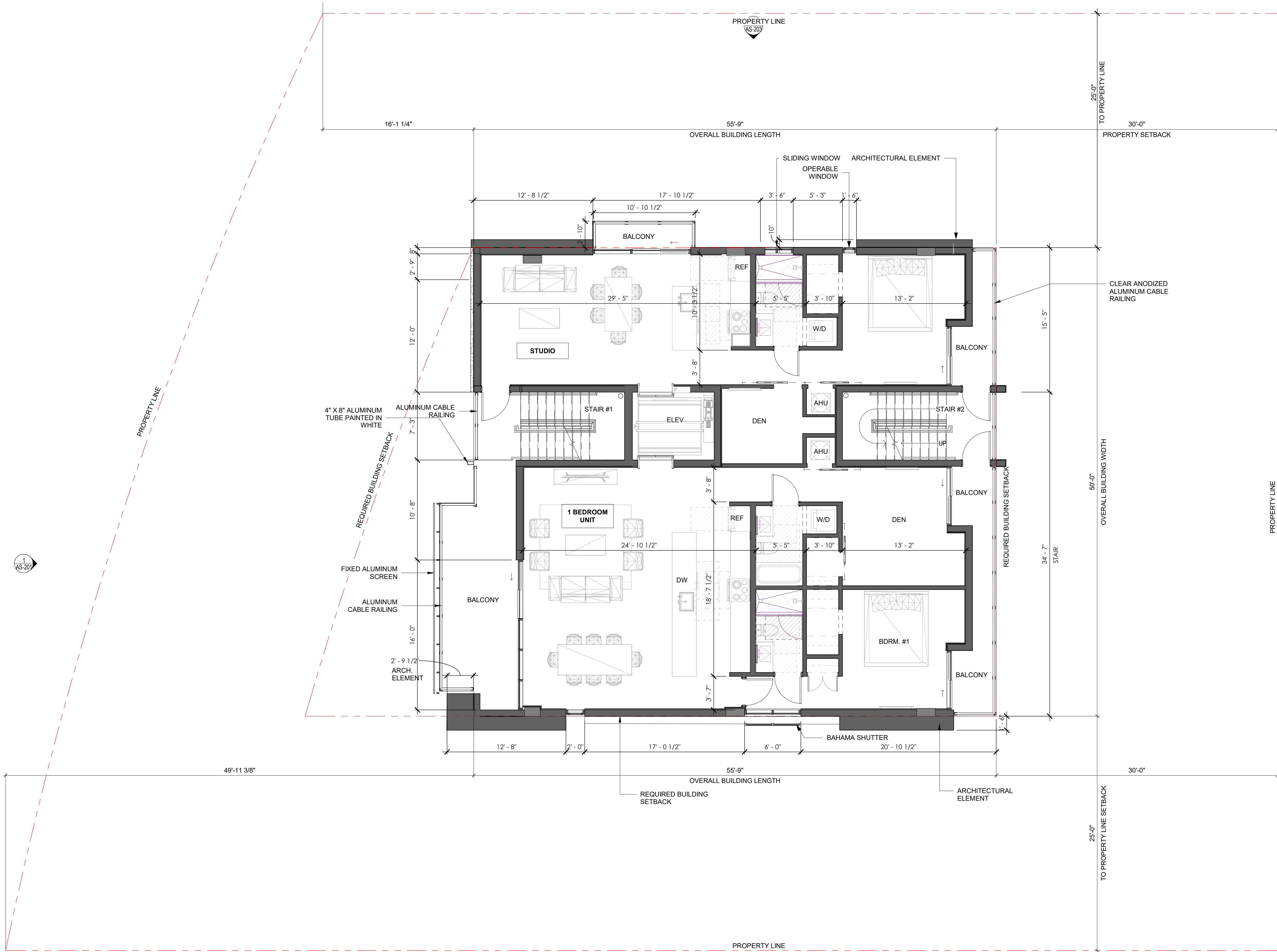
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by Joshua D
Bailey
Date:
2024.04.25
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LEVEL 02 FLOOR PLAN

SITE PLAN APPROVAL

AS-112

DESIGNED	DRAWN	CHECKED
JB	MQ	JB



1 DRC - LEVEL 03
AS-113 Scale: 3/16" = 1'-0"

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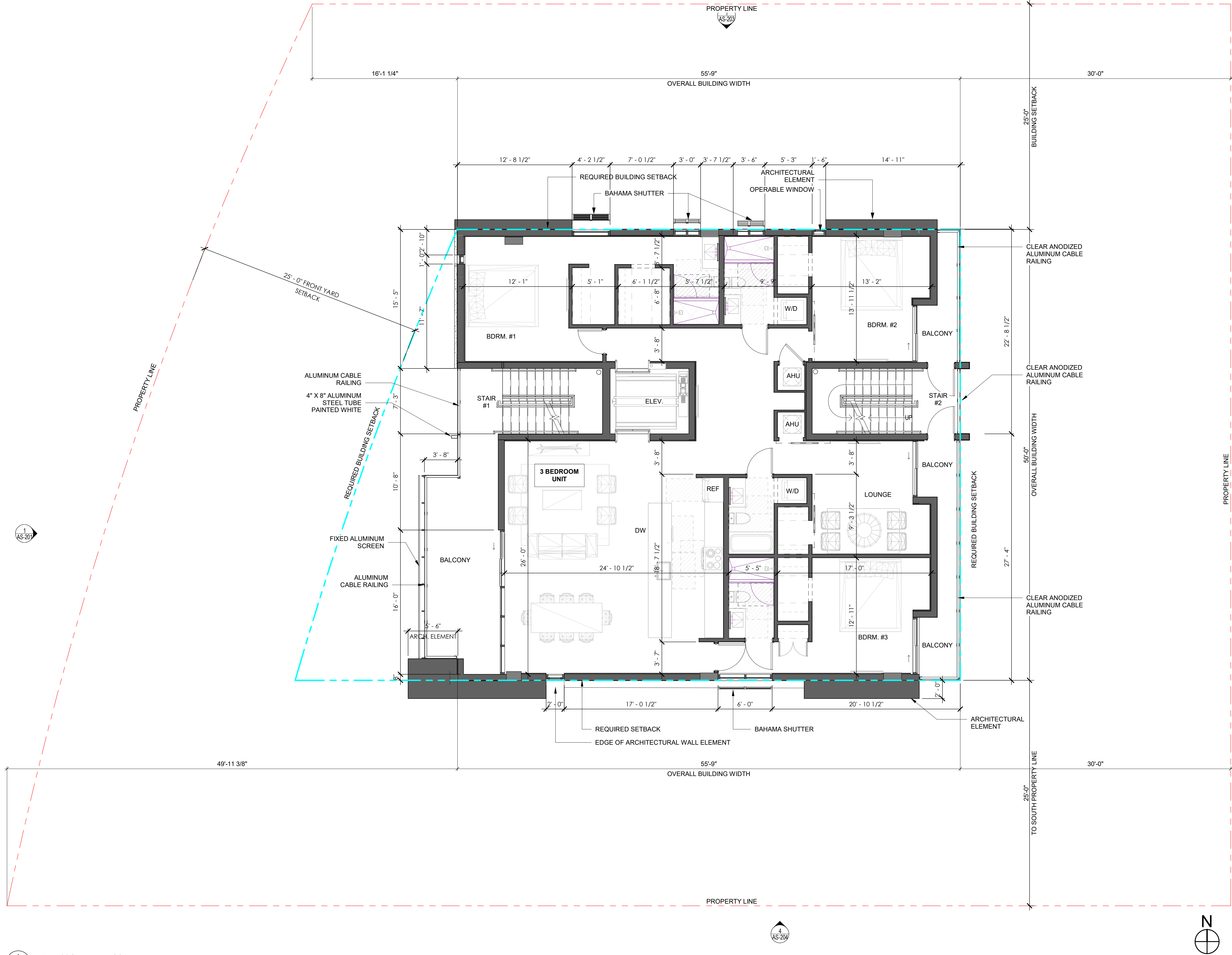
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by Joshua D
Bailey
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LEVEL 03 FLOOR PLAN

SITE PLAN APPROVAL

AS-113

DESIGNED	DRAWN	CHECKED
JB	MQ	JB



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Deerfield Beach, FL 33441

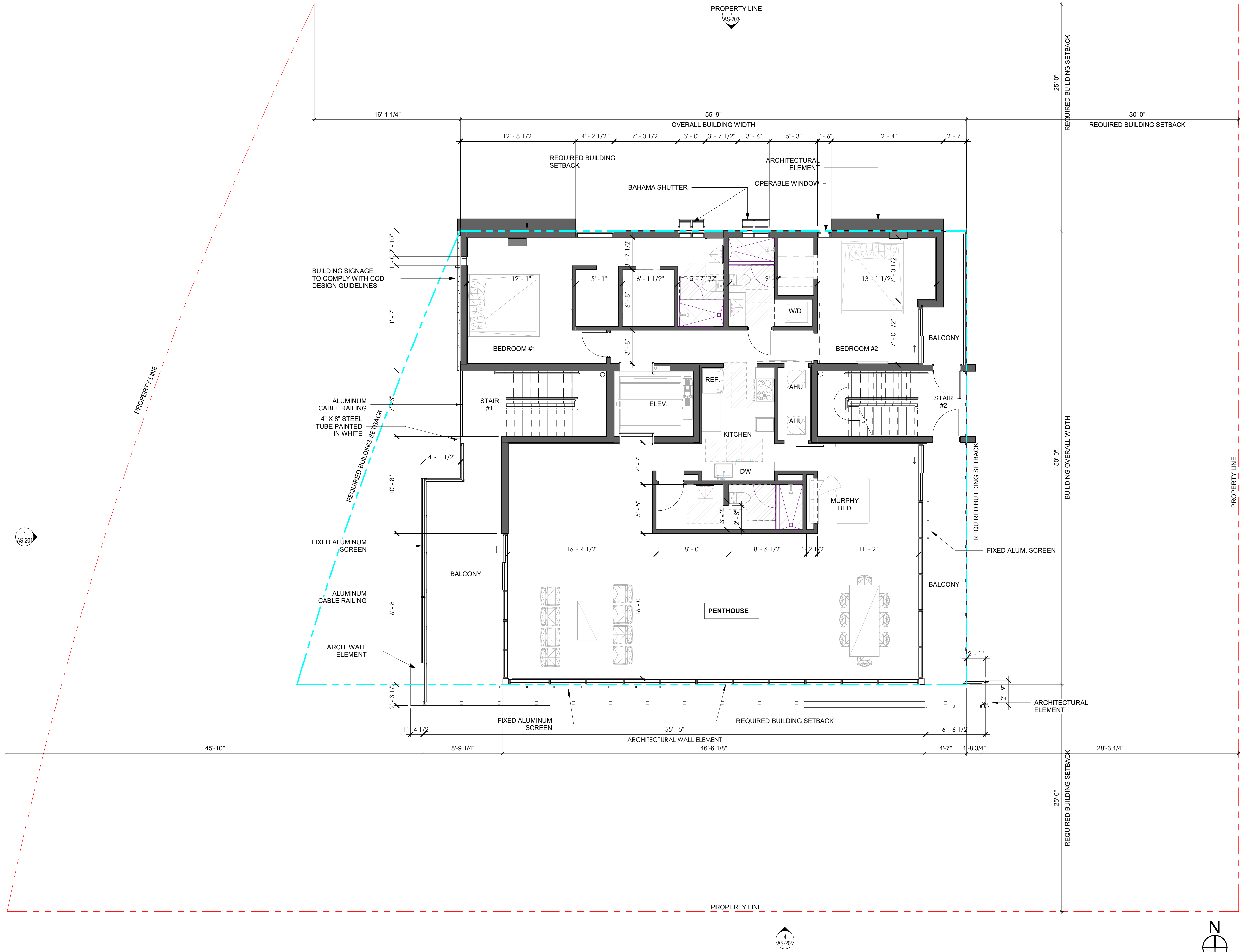
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by Joshua D
Bailey
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LEVEL 04 FLOOR PLAN

SITE PLAN APPROVAL

AS-114

DESIGNED	DRAWN	CHECKED
JB	MQ	JB



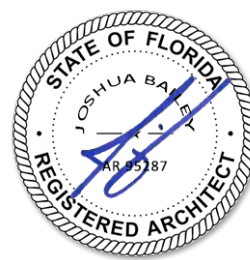
1 LEVEL 05 OVERALL FLOOR PLAN
AS-115 Scale: 3/16" = 1'-0"

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Deerfield Beach, FL 33441



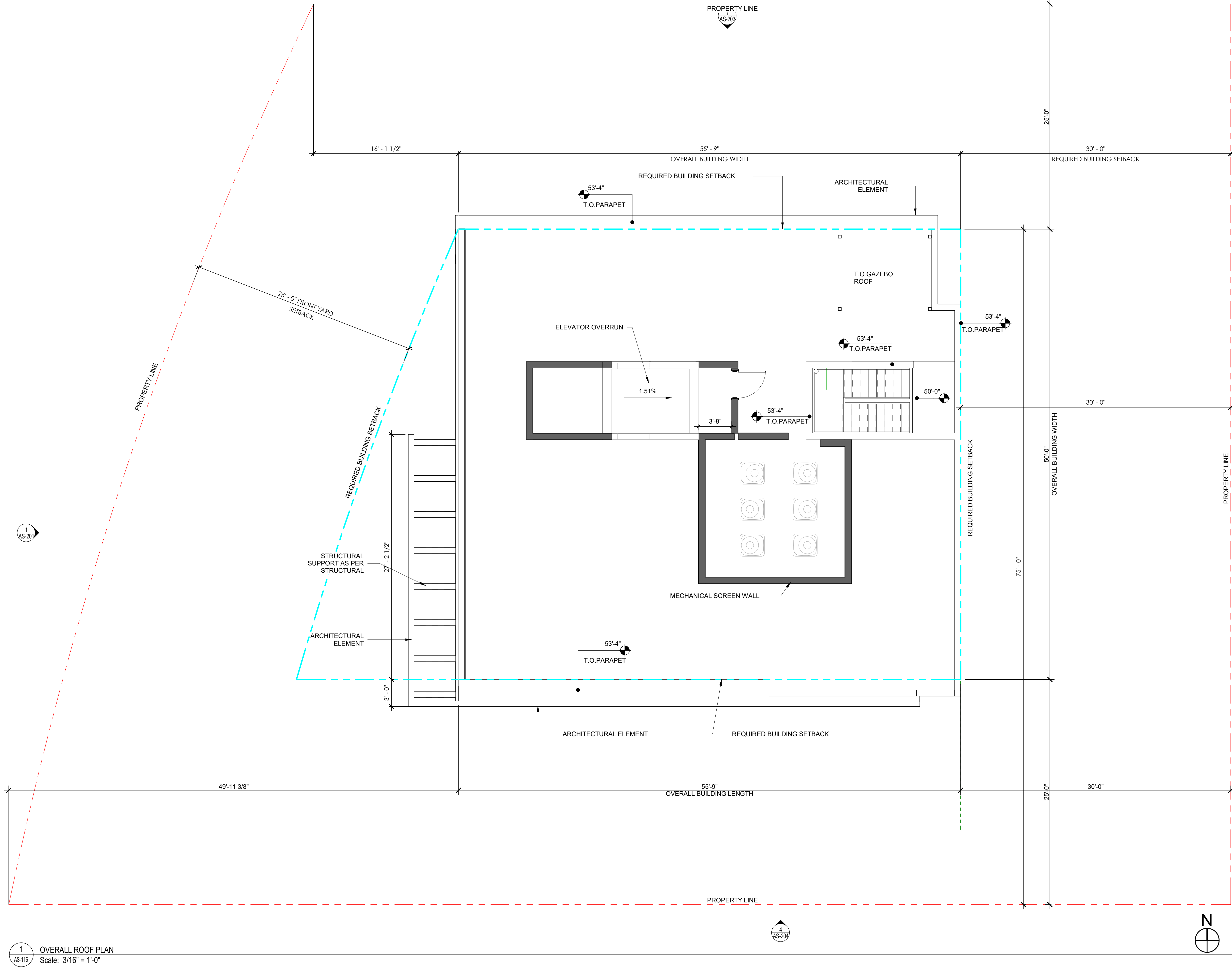
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by Joshua D
Bailey
Date:
2024.04.25
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LEVEL 05 FLOOR PLAN

SITE PLAN APPROVAL

AS-115

DESIGNED	DRAWN	CHECKED
JB	MQ	JB



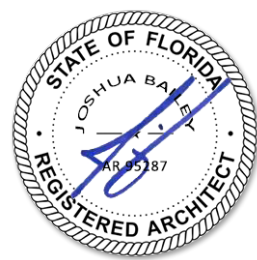
1 OVERALL ROOF PLAN
AS-116 Scale: 3/16" = 1'-0"

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DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441



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ROOF PLAN

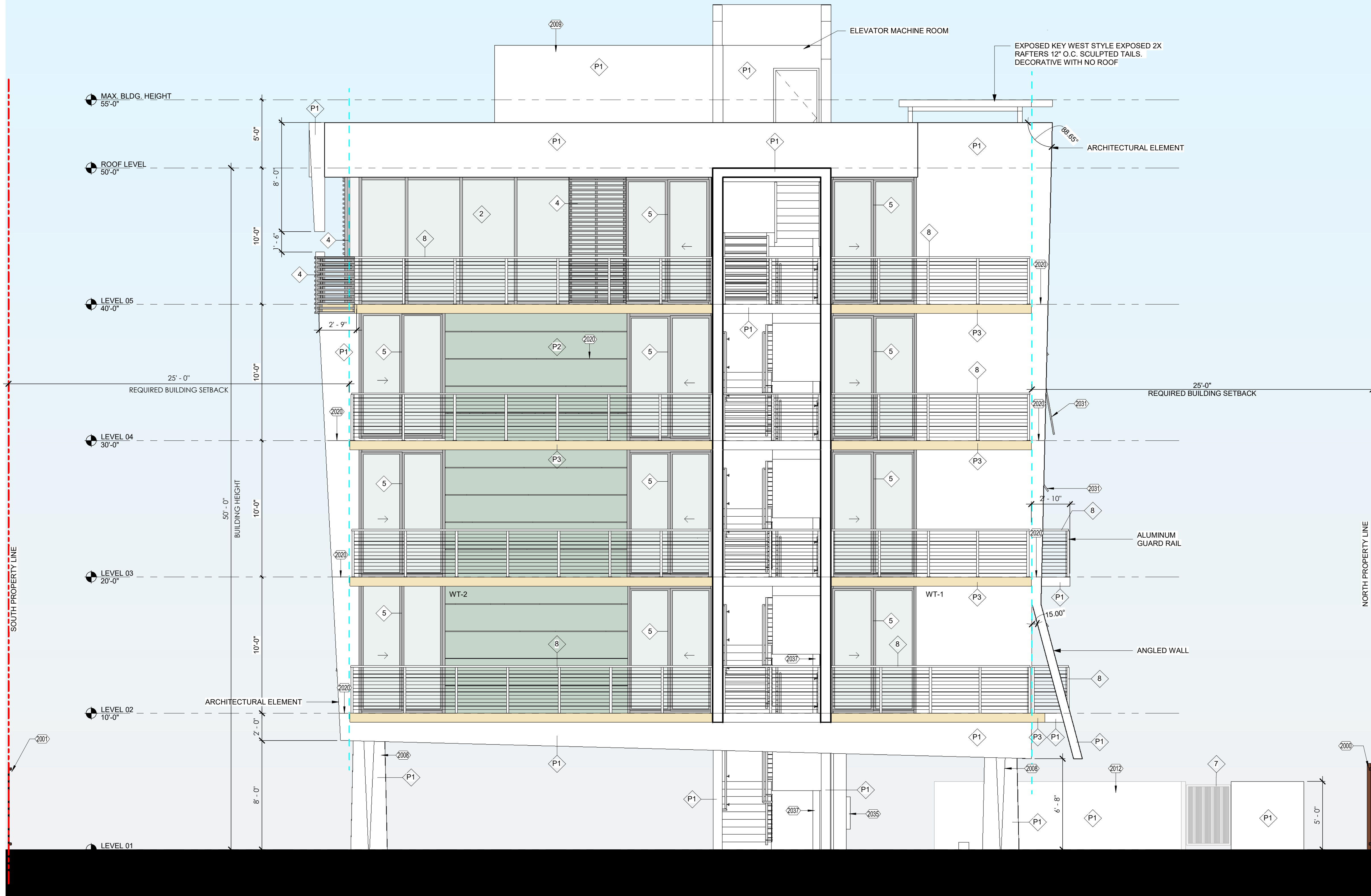
SITE PLAN APPROVAL

AS-116

DESIGNED	DRAWN	CHECKED
JB	MQ	JB



DESIGNED	DRAWN	CHECKED
JB	MQ	JB

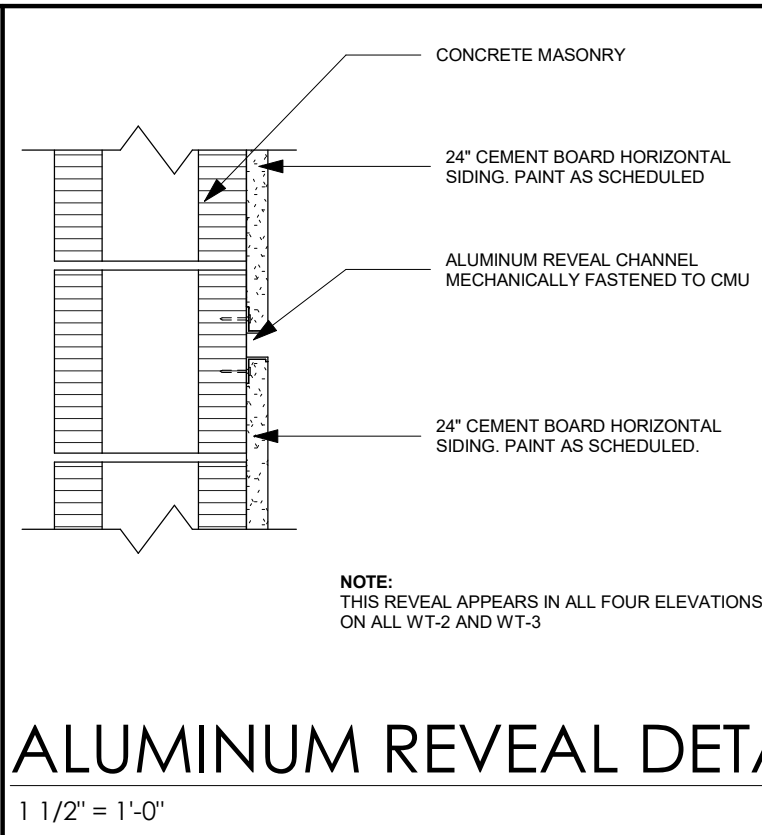


1 EAST ELEVATION
AS-202 Scale: 1/4" = 1'-0"

MATERIAL KEYNOTES

MATERIAL SCHEDULE								
MARK	IMAGE	DESCRIPTION	MARK	IMAGE	DESCRIPTION	MARK	IMAGE	DESCRIPTION
1		ALUMINUM BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM	4		HORIZONTAL CLEAR ANODIZED ALUMINUM SCREEN	7		CLEAR ANODIZED ALUMINUM PRIVACY FENCE
2		LARGE MISSILE IMPACT GLAZING IN CLEAR ANODIZED ALUMINUM FRAME	5		LARGE MISSILE AND HURRICANE RESISTANT SLIDING DOOR IN CLEAR ANODIZED ALUMINUM FRAME	8		CLEAR ANODIZED ALUMINUM CABLE RAILING TO MATCH FIXED SCREEN
3		SITE LIGHTING FIXTURE IN METAL SILVER, REFER TO PHOTOMETRICS.	6		NOT USED	9		CLEAR ANODIZED ALUMINUM MOTORIZED DRIVEWAY GATE

1	BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM COLOR
2	SMALL / LARGE MISSILE IMPACT GLAZING IN CLEAR ANODIZED ALUMINUM FRAME
3	LIGHT FIXTURE IN METALLIC SILVER, REFER TO PHOTOMETRICS AND LIGHT FIXTURE TYPES ON SHEET AS-801
4	CLEAR ANODIZED FIXED ALUMINUM SCREEN
5	LARGE MISSILE AND HURRICANE RESISTANT SLIDING DOOR IN CLEAR ANODIZED ALUMINUM
6	NOT USED
7	ALUMINUM PRIVACY FENCE, PEDESTRIAN AND TRASH GATE IN CLEAR ANODIZED ALUMINUM
8	CLEAR ANODIZED ALUMINUM CABLE RAILING
9	ALUMINUM MOTORIZED DRIVEWAY GATE, IN CLEAR ANODIZED ALUMINUM



BUILDING COLOR INFORMATION				
ELEVATION	P1 PRIMARY COLOR	P2 SECONDARY COLOR	P3 MINOR ACCENT COLOR	BLDG. TOTAL AREA
NORTH	2175 SF 75%	729 SF 25%	--	2904 SF
SOUTH	2178 SF 76.1%	685 SF 23.9%	--	2863 SF
EAST	1426 SF 75%	374 SF 20%	110 SF 5%	1910 SF
WEST	1625 SF 76.9%	398 SF 18.8%	89 SF 4.3%	2112 SF
TOTAL	7,404 SF	2186 SF	199 SF	= 9,789 SF (S)
		P1 / S = 22.3		75.6
		P2 / S = 2.1		22.3
		P3 / S = 2.1		2.1
		TOTAL BLDG. PAINT		100 %

MARK	IMAGE	DESCRIPTION
P1		SUPER WHITE BY BENJAMIN MOORE PM-1
P2		SLOW GREEN BY SHERWIN WILLIAMS - SW6456
P3		LEMON CHIFFON BY SHERWIN WILLIAMS - SW6686
		MINOR ACCENT COLOR
WALL TYPES		
W-T1	SMOOTH STUCCO PAINTED IN PM-1 SUPER WHITE COLOR (P-1) WITH 1/2" HORIZONTAL REVEAL EVERY 10' O.C.	
W-T2	24" CEMENT BOARD HORIZONTAL SIDING PAINTED IN SW 6456 - SLOW GREEN (P-2) WITH ALUMINUM CHANNEL REVEALS. SEE REVEAL DETAIL PROVIDED.	
W-T3	24" CEMENT BOARD HORIZONTAL SIDING PAINTED IN PM-1 SUPER WHITE (P-1) WITH HORIZONTAL REVEALS.	

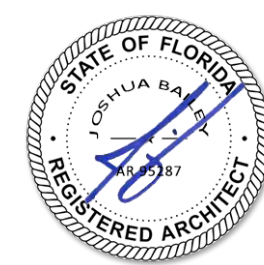
ELEVATION KEYNOTES

2000	DENOTES 6' EXISTING WEATHERED WOOD FENCE, TO REMAIN.
2001	DENOTES 6' NEW WEATHERED WOOD FENCE, TO MATCH EXISTING
2008	DENOTES DECORATIVE STRUCTURAL COLUMN, REFER TO STRUCTURAL DRAWINGS
2009	DENOTES MECHANICAL EQUIPMENT BEHIND SOLID WHITE WALL
2012	DENOTES 5' CONCRETE PRIVACY WALL
2020	DENOTES CLEAR ANODIZED ALUMINUM REVEAL, REFER TO DETAIL ON ELEVATIONS SHEETS.
2031	DENOTES BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM
2035	DENOTES MAILBOXES
2037	DENOTES STANDPIPE, TO BE COORDINATED WITH MEP

R E V I S I O N S

DATE:	COMM:
10.18.22	21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441Digitally signed
by Joshua D
Bailey
Date:
2024.04.25
10:21:34-04'00"

EXTERIOR ELEVATIONS

SITE PLAN APPROVAL

AS-202

DESIGNED	DRAWN	CHECKED
JB	MQ	JB

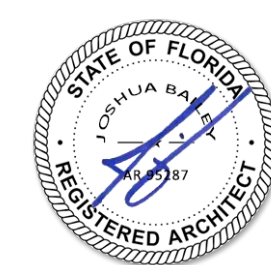


1 NORTH ELEVATION
AS-203 Scale: 1/4" = 1'-0"

R E V I S I O N S

DATE:	COMM:
10.18.22	21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441Digitally signed
by Joshua D
Bailey
Date:
2024.04.25
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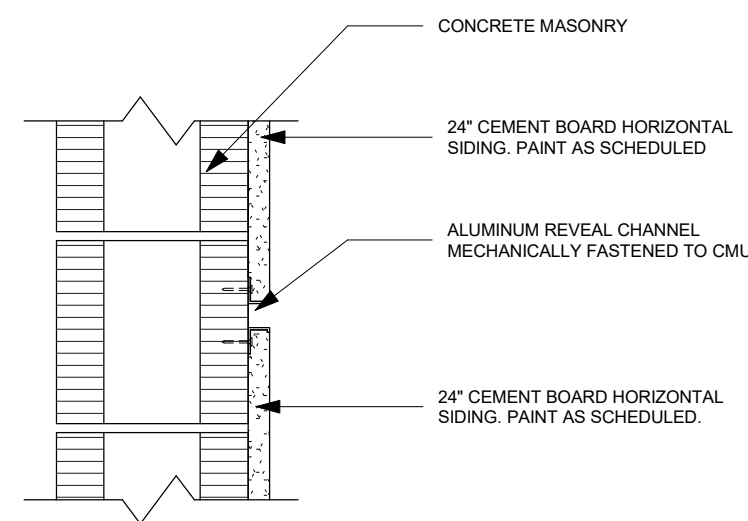
EXTERIOR ELEVATION

SITE PLAN APPROVAL

AS-203

MATERIAL SCHEDULE								
MARK	IMAGE	DESCRIPTION	MARK	IMAGE	DESCRIPTION	MARK	IMAGE	DESCRIPTION
1		ALUMINUM BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM	4		HORIZONTAL CLEAR ANODIZED ALUMINUM SCREEN	7		CLEAR ANODIZED ALUMINUM PRIVACY FENCE
2		LARGE MISSILE IMPACT GLAZING IN CLEAR ANODIZED ALUMINUM FRAME	5		LARGE MISSILE AND HURRICANE RESISTANT SLIDING DOOR IN CLEAR ANODIZED ALUMINUM FRAME	8		CLEAR ANODIZED ALUMINUM CABLE RAILING TO MATCH FIXED SCREEN
3		SITE LIGHTING FIXTURE IN METAL SILVER, REFER TO PHOTOMETRICS.	6		NOT USED	9		CLEAR ANODIZED ALUMINUM MOTORIZED DRIVEWAY GATE

MATERIAL KEYNOTES								
1	BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM COLOR							
2	SMALL / LARGE MISSILE IMPACT GLAZING IN CLEAR ANODIZED ALUMINUM FRAME							
3	LIGHT FIXTURE IN METALLIC SILVER, REFER TO PHOTOMETRICS AND LIGHT FIXTURE TYPES ON SHEET AS-801							
4	CLEAR ANODIZED FIXED ALUMINUM SCREEN							
5	LARGE MISSILE AND HURRICANE RESISTANT SLIDING DOOR IN CLEAR ANODIZED ALUMINUM							
6	NOT USED							
7	ALUMINUM PRIVACY FENCE, PEDESTRIAN AND TRASH GATE IN CLEAR ANODIZED ALUMINUM							
8	CLEAR ANODIZED ALUMINUM CABLE RAILING							
9	ALUMINUM MOTORIZED DRIVEWAY GATE, IN CLEAR ANODIZED ALUMINUM							



ALUMINUM REVEAL DETAIL

1 1/2" = 1'-0"

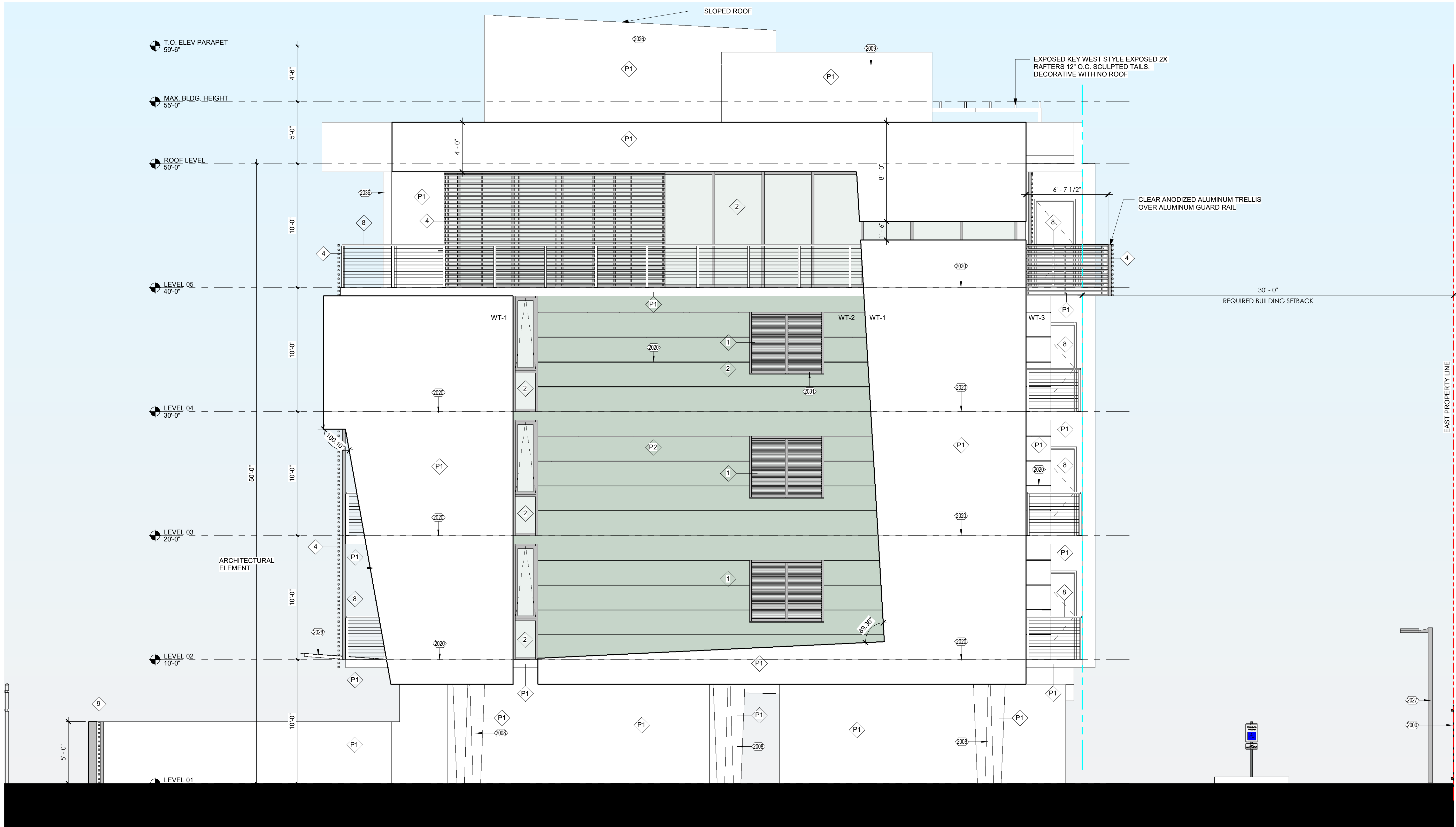
BUILDING COLOR INFORMATION				
ELEVATION	P1 PRIMARY COLOR	P2 SECONDARY COLOR	P3 MINOR ACCENT COLOR	BLDG. TOTAL AREA
NORTH FACADE COVERAGE %	2175 SF 75%	729 SF 25%	--	2904 SF
SOUTH FACADE COVERAGE %	2178 SF 76.1%	685 SF 23.9%	--	2863 SF
EAST FACADE COVERAGE %	1426 SF 75%	374 SF 20%	110 SF 5%	1910 SF
WEST FACADE COVERAGE %	1625 SF 76.9%	398 SF 18.8%	89 SF 4.3%	2112 SF
TOTAL	7,404 SF	2186 SF	199 SF	= 9,789 SF (S)
			P1 / S = 75.6 P2 / S = 22.3 P3 / S = 2.1 TOTAL BLDG. PAINT 100 %	

MARK	IMAGE	DESCRIPTION
P1		SUPER WHITE BY BENJAMIN MOORE PM-1
P2		SLOW GREEN BY SHERWIN WILLIAMS - SW6456 SECONDARY COLOR
P3		LEMON CHIFFON BY SHERWIN WILLIAMS - SW6686 MINOR ACCENT COLOR
WALL TYPES		
W-T1	SMOOTH STUCCO PAINTED IN PM-1 SUPER WHITE COLOR (P-1) WITH 1/2" HORIZONTAL REVEAL EVERY 10' O.C.	
W-T2	24" CEMENT BOARD HORIZONTAL SIDING PAINTED IN SW 6456 - SLOW GREEN (P-2) WITH ALUMINUM CHANNEL REVEALS. SEE REVEAL DETAIL PROVIDED.	
W-T3	24" CEMENT BOARD HORIZONTAL SIDING PAINTED IN PM-1 SUPER WHITE (P-1) WITH HORIZONTAL REVEALS.	

ELEVATION KEYNOTES	
2008	DENOTES DECORATIVE STRUCTURAL COLUMN, REFER TO STRUCTURAL DRAWINGS
2009	DENOTES MECHANICAL EQUIPMENT BEHIND SOLID WHITE WALL
2012	DENOTES 5' CONCRETE PRIVACY WALL
2020	DENOTES CLEAR ANODIZED ALUMINUM REVEAL, REFER TO DETAIL ON ELEVATIONS SHEETS.
2027	DENOTES NEW LIGHTING POLE.
2028	DENOTES ENTRY CANOPY
2031	DENOTES BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM
2036	DENOTES 4 X 8 ALUMINUM TUBE PAINTED IN WHITE

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DESIGNED	DRAWN	CHECKED
JB	MQ	JB



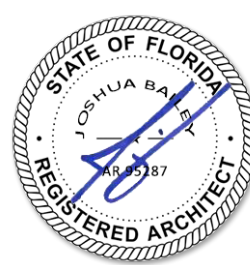
4 SOUTH ELEVATION
AS-204 Scale: 1/4" = 1'-0"

REVISIONS

DATE: 10.18.22 COMM: 21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441



Digitally signed
by Joshua D
Bailey
Date:
2024.04.25
10:21:51-04'00'

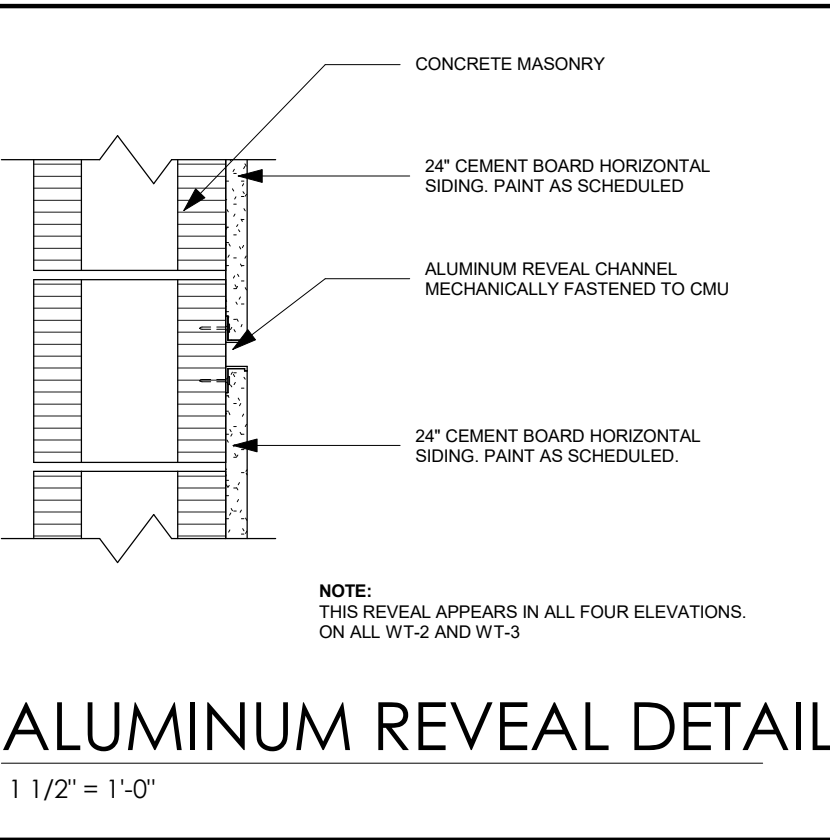
EXTERIOR ELEVATION

SITE PLAN APPROVAL

AS-204

MATERIAL SCHEDULE								
MARK	IMAGE	DESCRIPTION	MARK	IMAGE	DESCRIPTION	MARK	IMAGE	DESCRIPTION
1		ALUMINUM BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM	4		HORIZONTAL CLEAR ANODIZED ALUMINUM SCREEN	7		CLEAR ANODIZED ALUMINUM PRIVACY FENCE
2		LARGE MISSILE AND HURRICANE RESISTANT SLIDING DOOR IN CLEAR ANODIZED ALUMINUM FRAME	5		LARGE MISSILE AND HURRICANE RESISTANT SLIDING DOOR IN CLEAR ANODIZED ALUMINUM FRAME	8		CLEAR ANODIZED ALUMINUM CABLE RAILING TO MATCH FIXED SCREEN
3		SITE LIGHTING FIXTURE IN METAL SILVER, REFER TO PHOTOMETRICS.	6		NOT USED	9		CLEAR ANODIZED ALUMINUM MOTORIZED DRIVEWAY GATE

MATERIAL KEYNOTES								
1	BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM COLOR							
2	SMALL / LARGE MISSILE IMPACT GLAZING IN CLEAR ANODIZED ALUMINUM FRAME							
3	LIGHT FIXTURE IN METALLIC SILVER, REFER TO PHOTOMETRICS AND LIGHT FIXTURE TYPES ON SHEET AS-801							
4	CLEAR ANODIZED FIXED ALUMINUM SCREEN							
5	LARGE MISSILE AND HURRICANE RESISTANT SLIDING DOOR IN CLEAR ANODIZED ALUMINUM							
6	NOT USED							
7	ALUMINUM PRIVACY FENCE, PEDESTRIAN AND TRASH GATE IN CLEAR ANODIZED ALUMINUM							
8	CLEAR ANODIZED ALUMINUM CABLE RAILING							
9	ALUMINUM MOTORIZED DRIVEWAY GATE, IN CLEAR ANODIZED ALUMINUM							

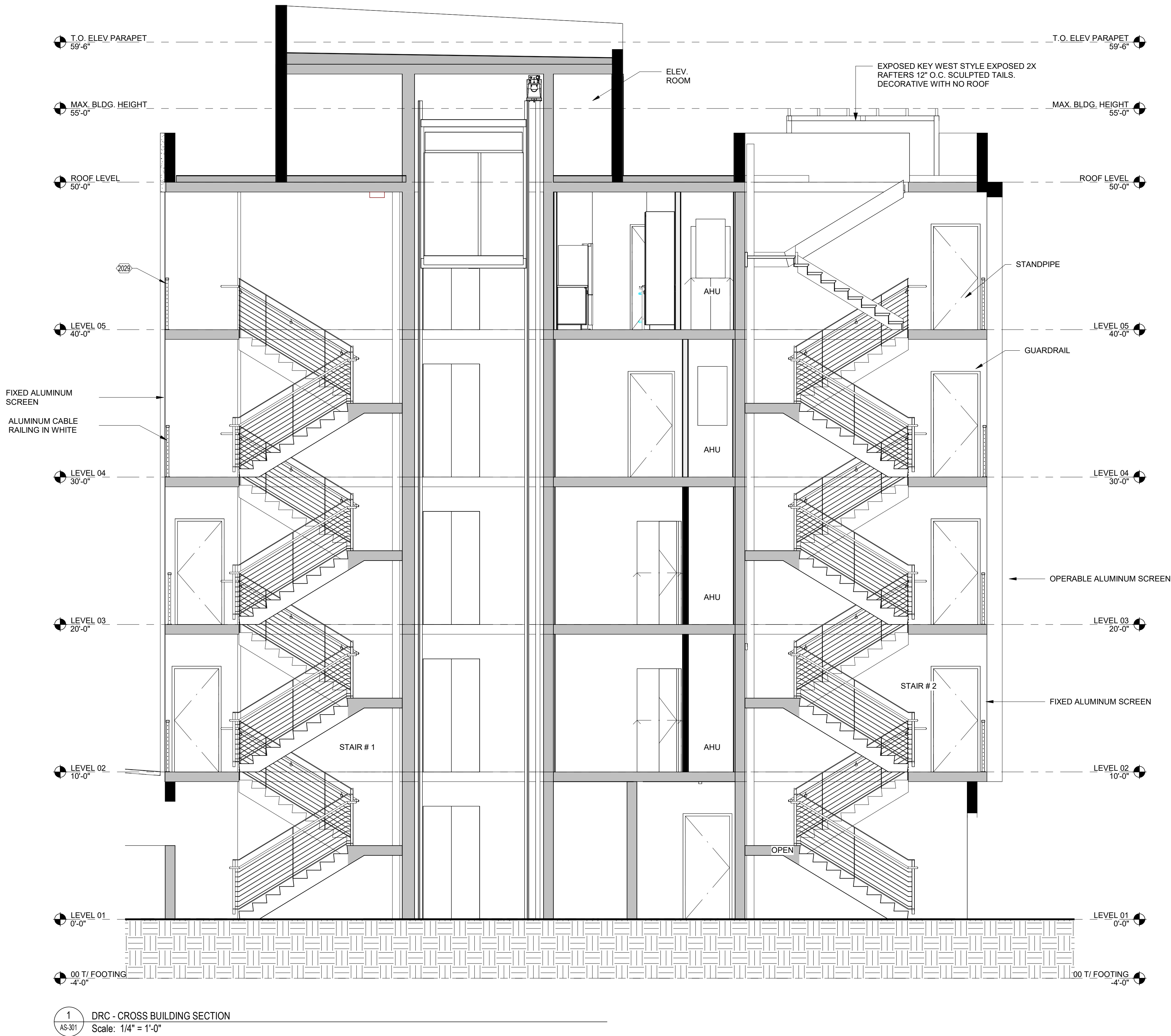


BUILDING COLOR INFORMATION				
ELEVATION	P1 PRIMARY COLOR	P2 SECONDARY COLOR	P3 MINOR ACCENT COLOR	BLDG. TOTAL AREA
NORTH FACADE COVERAGE %	2175 SF 75%	729 SF 25%	--	2904 SF
SOUTH FACADE COVERAGE %	2178 SF 76.1%	685 SF 23.9%	--	2863 SF
EAST FACADE COVERAGE %	1426 SF 75%	374 SF 20%	110 SF 5%	1910 SF
WEST FACADE COVERAGE %	1625 SF 76.9%	398 SF 18.8%	89 SF 4.3%	2112 SF
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			P1 / S = 75.6 P2 / S = 22.3 P3 / S = 2.1 TOTAL BLDG. PAINT 100 %	

MARK	IMAGE	DESCRIPTION
P1		SUPER WHITE BY BENJAMIN MOORE PM-1
P2		SLOW GREEN BY SHERWIN WILLIAMS - SW6456
P3		LEMON CHIFFON BY SHERWIN WILLIAMS - SW6686
WALL TYPES		
W-T1	SMOOTH STUCCO PAINTED IN PM-1 SUPER WHITE COLOR (P-1) WITH 1/2" HORIZONTAL REVEAL EVERY 10" O.C.	
W-T2	24" CEMENT BOARD HORIZONTAL SIDING PAINTED IN SW 6456 - SLOW GREEN (P-2) WITH ALUMINUM CHANNEL REVEALS. SEE REVEAL DETAIL PROVIDED.	
W-T3	24" CEMENT BOARD HORIZONTAL SIDING PAINTED IN PM-1 SUPER WHITE (P-1) WITH HORIZONTAL REVEALS.	

ELEVATION KEYNOTES	
2000	DENOTES 6' EXISTING WEATHERED WOOD FENCE, TO REMAIN.
2008	DENOTES DECORATIVE STRUCTURAL COLUMN, REFER TO STRUCTURAL DRAWINGS
2009	DENOTES MECHANICAL EQUIPMENT BEHIND SOLID WHITE WALL
2020	DENOTES CLEAR ANODIZED ALUMINUM REVEAL, REFER TO DETAIL ON ELEVATIONS SHEETS.
2026	ELEVATOR OVERRUN
2027	DENOTES NEW LIGHTING POLE.
2028	DENOTES ENTRY CANOPY
2031	DENOTES BAHAMA SHUTTER IN CLEAR ANODIZED ALUMINUM
2036	DENOTES 4 X 8 ALUMINUM TUBE PAINTED IN WHITE

DESIGNED	DRAWN	CHECKED
Designer	Author	Checker



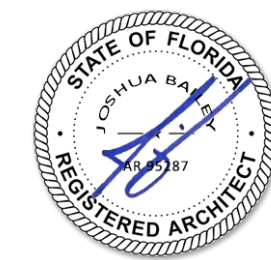
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AS-301 Scale: 1/4" = 1'-0"

REVISIONS

DATE:	COMM:
10.18.22	21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441



Digitally signed
by Joshua D
Bailey
Date:
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BUILDING SECTION

SITE PLAN APPROVAL

AS-301

2029 DENOTES GLASS RAILING

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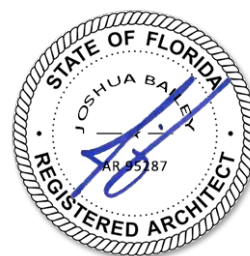
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JB	MQ	JB

REVISIONS

DATE:	COMM:
10.18.22	21046

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Deerfield Beach, FL 33441



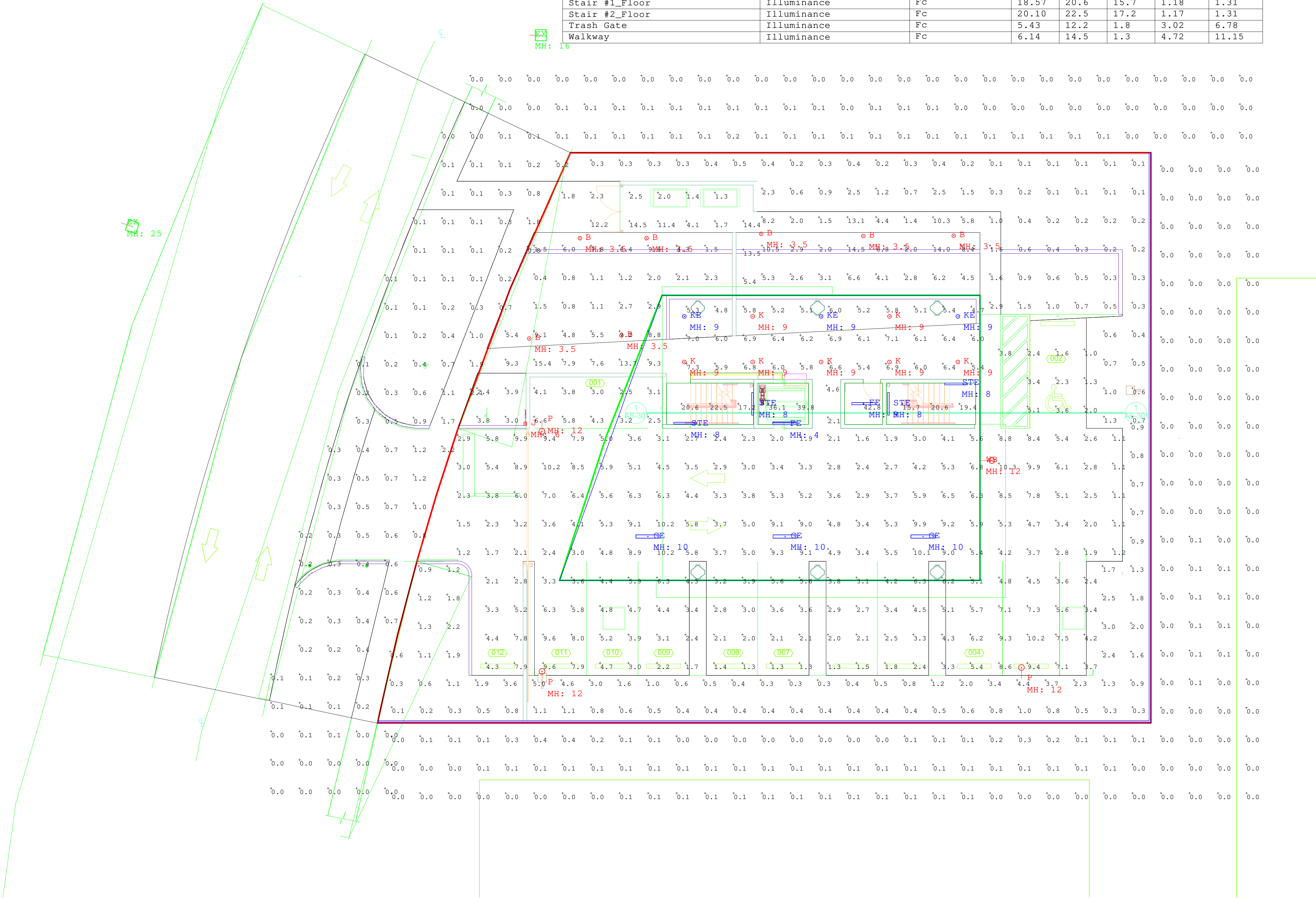
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Bailey
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PHOTOMETRIC PLANS

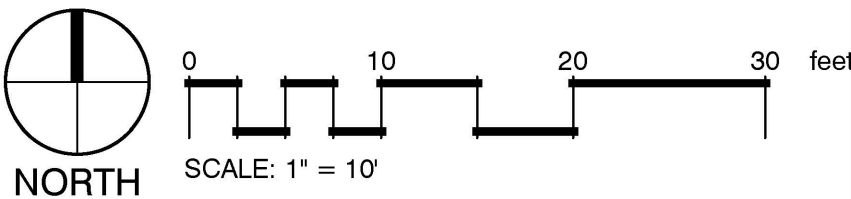
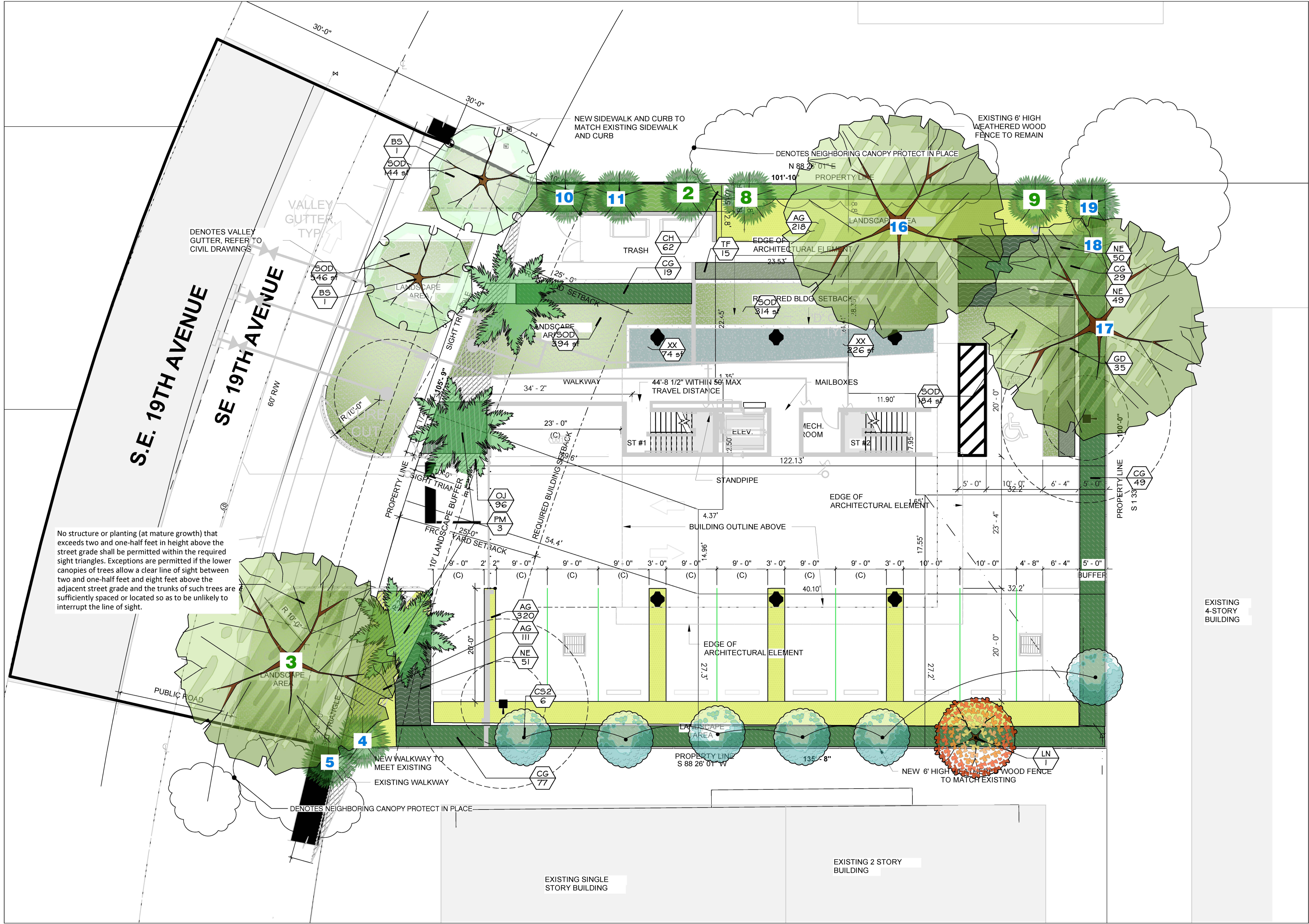
SITE PLAN APPROVAL

AS-801

Calculation Summary						
Label	Fixture Type	On/Off	Wg	Ww	Min	Max/Min
Elevator Pit_Floor	Illuminance	Fc	37.95	39.8	36.1	1.05 1.10
Mechanical Room_Floor	Illuminance	Fc	42.80	42.8	42.8	1.00 1.00
Parking Areas	Illuminance	Fc	4.62	10.3	1.0	4.62 10.30
Roadway Spill	Illuminance	Fc	0.23	2.2	0.0	N.A. N.A.
Spill	Illuminance	Fc	0.04	0.4	0.0	N.A. N.A.
Stair #1_Floor	Illuminance	Fc	18.57	20.6	15.7	1.18 1.31
Stair #2_Floor	Illuminance	Fc	20.10	22.5	17.2	1.17 1.31
Trash Gate	Illuminance	Fc	5.43	12.2	1.8	3.02 6.78
Walkway	Illuminance	Fc	6.14	14.5	1.3	4.72 11.15



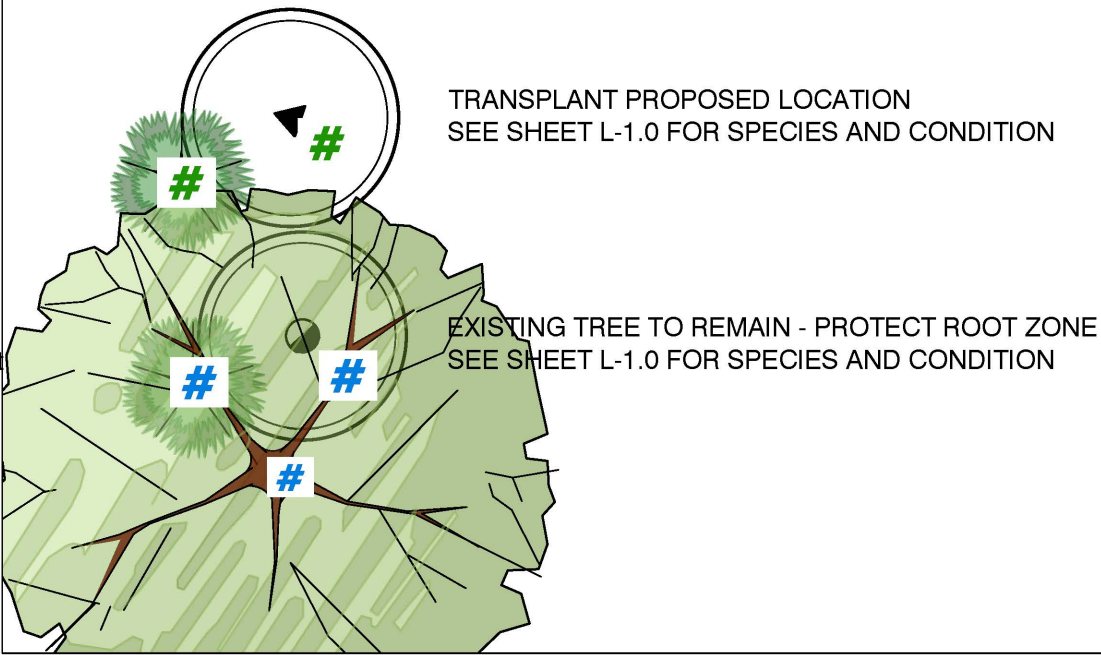
Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
WB	1	WB	Single	LSI Industries OPS-06L-3W-40K8, Wall Mounted	0.900	5337	38	38
STE	4	STE	Single	Fidelux FSTRS-4FT-40W-40K-EB	0.900	5200	40.4	161.6
P	3	P	Single	LSI Industries OPS-06L-3W-40K8-EHS, Pole Mounted	0.900	5337	38	114
KE	3	KE	Single	Envision LED LED-SLRDSKR-7-15W-5CCT-WHT-EMB	0.900	935	13.3	39.9
K	7	K	Single	Envision LED LED-SLRDSKR-7-15W-5CCT-WHT	0.900	935	13.3	93.1
J	1	J	Single	LIGHTWAY DKAW-16-LED-O2C-4-XX-WSA-DIM	0.900	1454	18.1	18.1
GE	3	GE	Single	VersaLED VT8-4X48L-QT-WD-RFA-40K	0.900	5210	40	120
FE	2	FE	Single	VersaLED VT6-50L-QT-40K-EBLED	0.900	6138	50	100
EX	2	EX	Single	Existing Pole	0.001	10931	135	270
B	7	B	Single	Cree Lighting PWY-EDG-3M-P4-02-E-UL-350-40K	0.900	1469	21.2	148.4



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME
	BS	2	Bursera simaruba Gumbo Limbo
	CS2	6	Conocarpus erectus 'Sericeus' Silver Buttonwood
	LN	1	Lagerstroemia indica Crape Myrtle
	PM	3	Phoenix dactylifera 'Medjool' Medjool Date Palm
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME
	AG	649	Arachis glabrata Perennial Peanut
	CH	62	Chrysobalanus icaco Cocoplum
	CG	174	Clusia guttifera Small leaf Clusia
	GD	35	Gardenia radicans Dwarf Gardenia
	NE	150	Nephrolepis exaltata Boston Fern
	OJ	96	Ophiopogon japonicus Mondo Grass
	TF	15	Tripsacum dactyloides Fakahatchee
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME
	XX	300 sf	Crushed Shell 1-2"
	SOD	1,950 sf	Stenotaphrum secundatum St. Augustine Grass

EXISTING TREE KEY



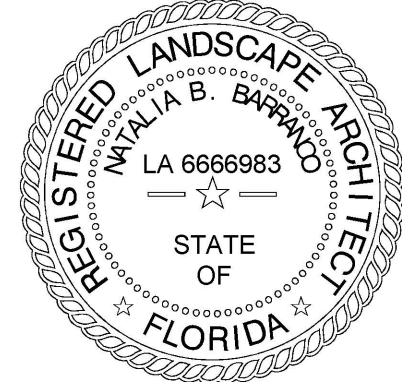
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Designer	Author	Checker

REVISIONS

DATE:	COMM:
04.20.22	21046

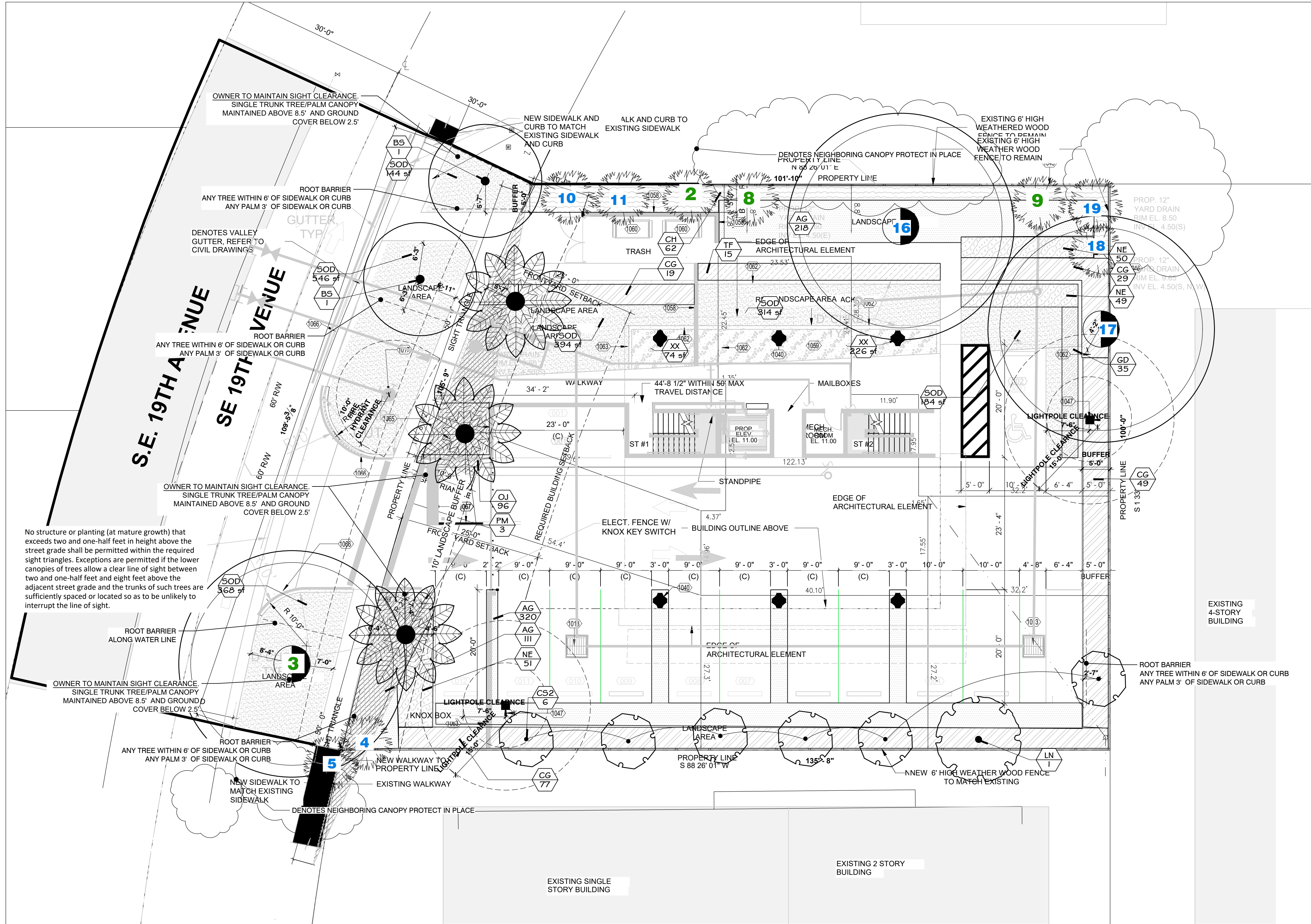
DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL



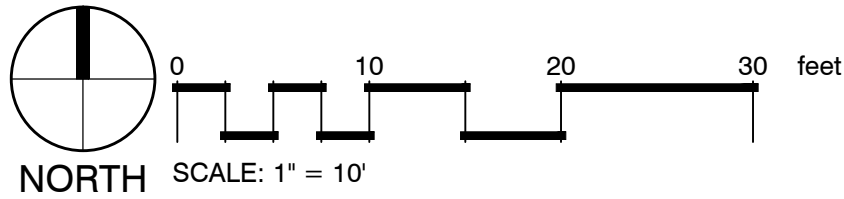
LANDSCAPE
RENDERING PLAN
SITE PLAN APPROVAL

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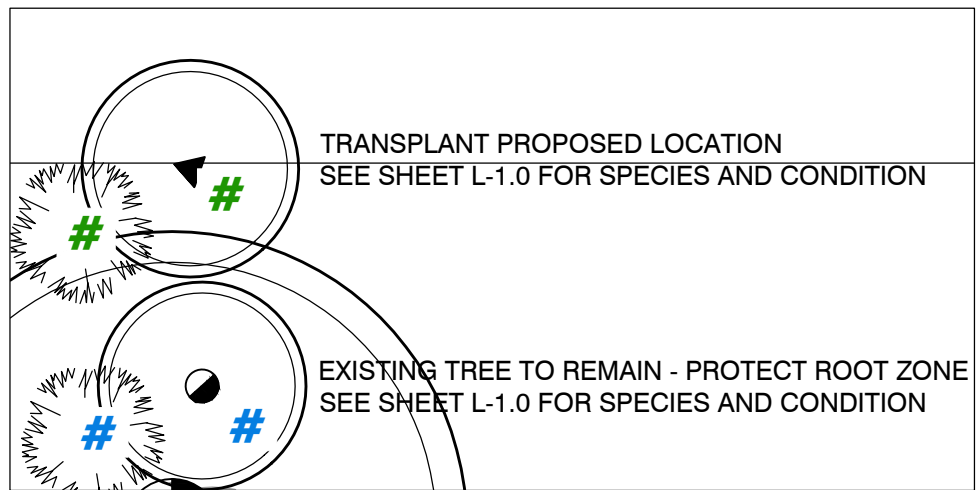


PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CAL	QUALITY	MIN PLANT SIZE	MATURE SIZE	DROUGHT	NATIVE
BS	2	Bursera simaruba	Gumbo Limbo	5" DBH	FL #1 OR BETTER	18" HGT X 9" w, 8" CT, STD	60" X 40"	HIGH	NATIVE, FL Friendly
CS2	6	Conocarpus erectus 'Sericeus'	Silver Buttonwood	2" DBH	FL #1 OR BETTER	12" STD	20" X 15"	HIGH	NATIVE, FL-FRIENDLY, FPL
LN	1	Lagerstroemia indica	Crape Myrtle	2" DBH	14-16" HGT X 5" SPR, STD	25" hgt x 25" w	FL-FRIENDLY, FPL	HIGH TOLERANCE	FL-FRIENDLY, FPL
PM	3	Phoenix dactylifera 'Medjool'	Medjool Date Palm	Certified	FG FL #1 or Better	18-20" CT, Diamond Cut	80" h x 50" w	HIGH TOLERANCE	FL-FRIENDLY
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	ADD. INFO	PLANTED SIZE	MATURE SIZE	DROUGHT	NATIVE	SPACING
AG	649	Arachis glabrata	Perennial Peanut	NOTE	2-3"	Maintained as groundcover	HIGH	FL-FRIENDLY	18" o.c.
CH	62	Chrysobalanus icaco	Cocoplum	CONTINUOUS COVERAGE	24" x 24"	20" x 20"	MED	NATIVE, FL FRIEND	30" o.c.
CG	174	Clusia guttifera	Small leaf Clusia	FL#1 or BETTER	30" x 30"	Maintain as hedge	NATIVE	NATIVE, FL FRIEND	30" o.c.
GD	35	Gardenia radicans	Dwarf Gardenia	FL#1 or BETTER	18" x 18"	24" x 24"	FL FRIENDLY	NATIVE/FL FRIEND	18" o.c.
NE	150	Nephrolepis exaltata	Boston Fern	75% coverage at planting	12" X 12"	3" x 3"	HIGH	NATIVE/FL FRIEND	16" o.c.
OJ	96	Ophiopogon japonicus	Mondo Grass	75% coverage at planting	8"x10"	12" x 12"	MEDIUM	FL-FRIENDLY	12" o.c.
TF	15	Tripsacum dactyloides	Fakahatchee	FL#1 or BETTER	24" x 24"	3"	HIGH	NATIVE, FL FRIEND	36" o.c.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME						
XX	300 sf	Crushed Shell	1-2"						
SOD	1,950 sf	Stenotaphrum secundatum	St. Augustine Grass						



EXISTING TREE KEY



LANDSCAPE CODE REQUIREMENT

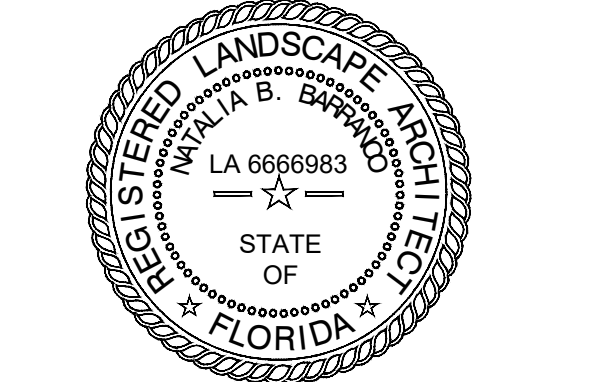
RM 25		REQUIRED	PROVIDED
Sec. 98-80. - Landscape requirements			
Landscape areas/pervious areas. (4432 sf)	One tree and ten shrubs and ten ground covers per 1,500	3	3
Perimeter buffers	The portion of all developments abutting rights-of-way shall have a ten-foot minimum perimeter buffer width	10' Buffer	5-10' Buffer
(109'-5")	Perimeter buffers for all rights-of-way buffers. One 14 to 16-foot-tall tree for each 40 linear feet of street frontage or fraction thereof. One eight to ten-foot small tree per 100 linear feet or portion thereof and a 24-inch-tall continuous hedge. Vehicle overhang from Type "D" curbing does not count towards the buffer width. However, it can count towards the pervious area.	3 Trees	3 Trees
Perimeter buffers for all nonresidential properties adjacent to or abutting residential zoned properties (336')	One 14 to 16-foot-tall tree for each 20 linear feet of property line or fraction thereof. A six-foot-tall wall shall be installed at the inside edge of the property. A continuous 24-inch-tall hedge on the residential side of the wall. Vehicle overhang from Type "D" curbing does not count towards the buffer width. However, it can count for towards pervious area	N/A	N/A
Arbor Street		N/A	N/A
Parking islands	Are for landscape	Noted	Noted
Terminal islands	10' landscape type "D" curb	10' landscape	See Plan- No Curb
Interior islands	1 per every 10 spaces	10' island	12' island
Median Dividers (Optional)		N/A	N/A
Landscape Treatment	one shade tree and 20 shrubs for each landscaped island; this in addition to other landscape requirements	4 tree 80 shrubs	2 tree 100+ shrubs
Site lighting and trees	No light poles shall be located within 15 feet of a canopy tree or within seven and one-half feet of a palm species or small tree	See Plan	See Plan
Fire hydrant/fire valves and trees	All trees and palms shall be installed seven and one-half feet from the front and sides of fire hydrants and four feet from the rear	See Plan	See Plan
Foundation planting along building facades	5' minimum planting strip	N/A	N/A
	A group of three palms, or one palm tree that qualifies as a shade tree is required for every 40 linear feet of the foundation planting along the frontage and sides that fronts public parking, these trees can be grouped where appropriate. A minimum of ten shrubs and 30 ground cover plants shall also be planted for every 40 feet of facade length.	N/A	N/A
Required trees or palms at the time of planting shall relate to the building height. Height of palms refers to graywood.	36' or more require 18"GW or 18" OA tree hgt. (green wall permitted 25% of façade)	18' OA tree hgt	18' OA tree hgt
Parking structure/multi-level garages		N/A	N/A
Swales (109'-5")	Required swale trees at the time of planting, shall have a clear trunk of at least four and one-half feet, a height of at least 14—16 feet, and a DBH of three inches, intervals of 30'	4 Trees	3 Trees (2 existing in total)
Right-of-way and access intersection	Sight triangle 10' x 50'	SEE PLAN	SEE PLAN
Native		50% 7 native trees	8 native trees
Diversity	#11-25 required trees	4 tree species	3 proposed species, 3 existing
TOTAL SITE REQUIRED TREES		14	6 existing & 11 proposed
Mitigation Trees	TREE FUND	8	\$4,667.67

REVISIONS

DATE: 04.20.22 COMM: 21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL



PROPOSED LANDSCAPE PLAN
SITE PLAN APPROVAL

7/13/2022 3:47:54 PM



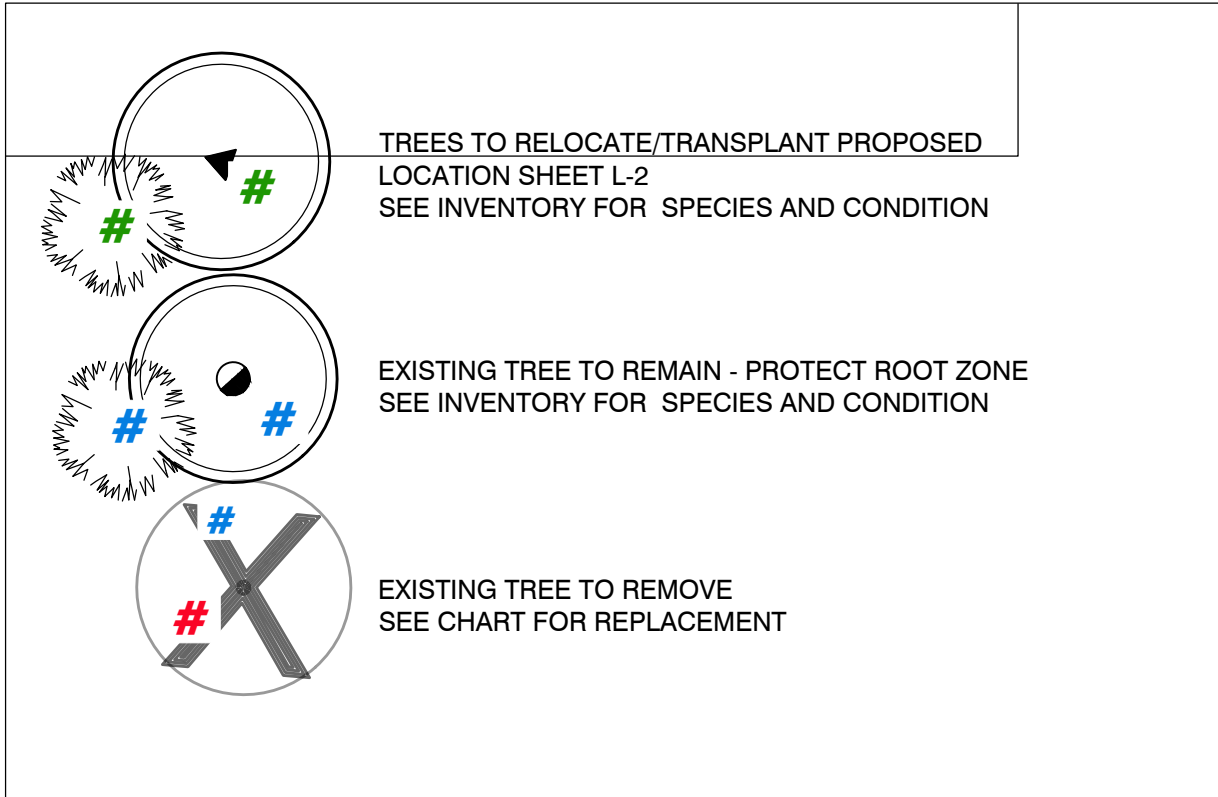
888 s andrews avenue, suite 300
Fort Lauderdale, FL 33316
office: 954.224.0432
LA# 6666983

DESIGNED DRAWN CHECKED
Designer Author Checker

BROWARD COUNTY CODE OF ORDINANCE:

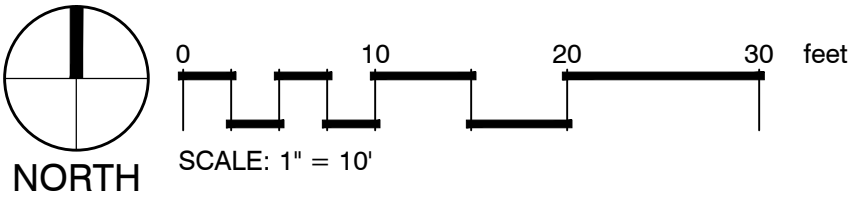
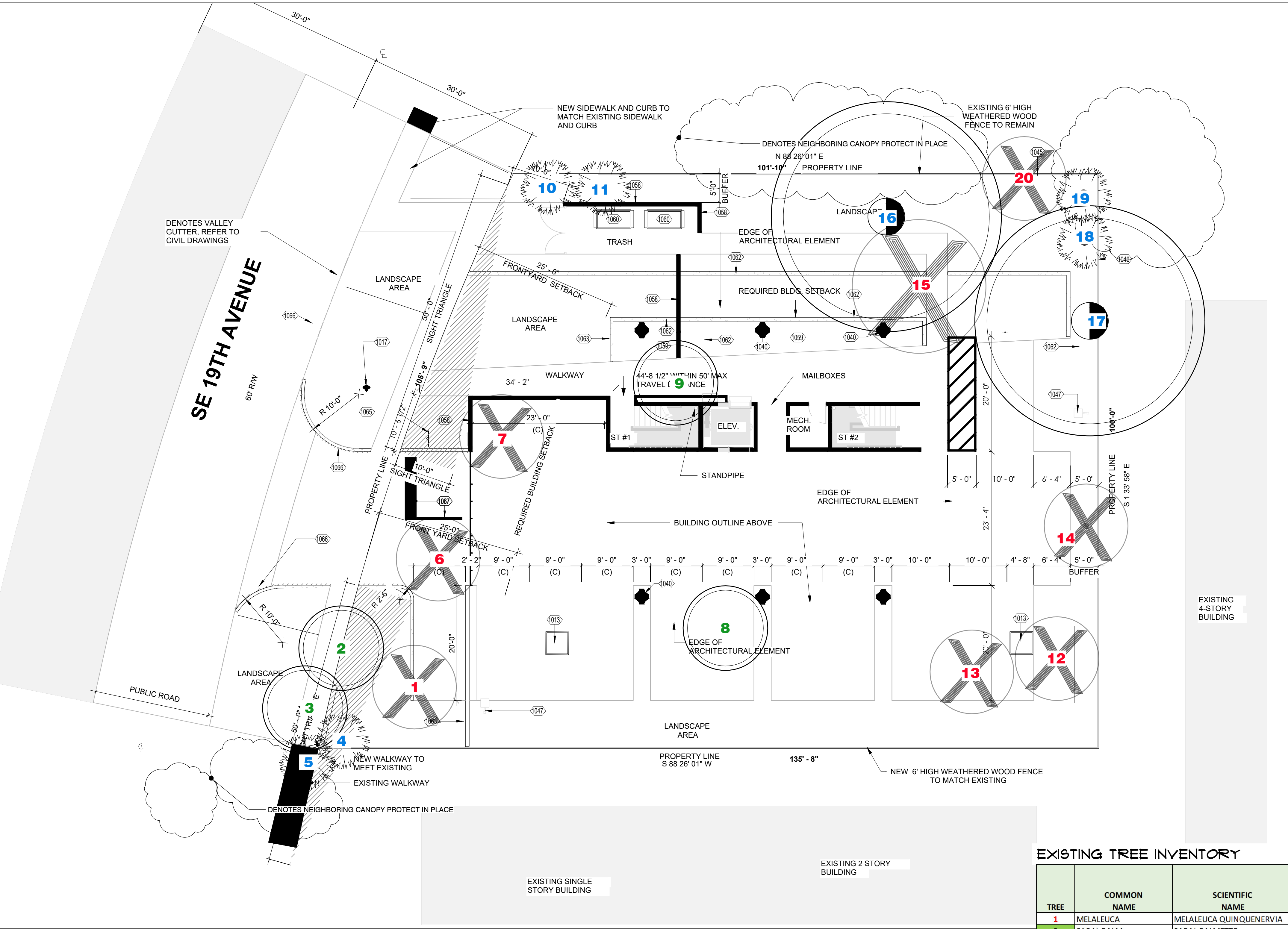
Tree Relocation Requirements: Any person conducting tree relocation activities shall:
(1)Not unnecessarily damage any other tree or trees remaining on-site while relocating a tree;
(2)Relocate a tree so that it will not interfere with existing or proposed utilities, either above or below ground. Relocated trees shall be in compliance with the Right Tree, Right Place Guidelines.(3)Relocate a tree to an area with adequate space for root and canopy development;(4)Relocate a tree, where practicable, within the municipality from which the original tree was removed;(5)Ensure successful relocation and transplanting of trees by adhering to the following guidelines for transplanting a tree:a.Any tree being relocated shall not be unnecessarily damaged during removal, transport or replanting of that tree;b.If a tree has a dormant period, it should be transplanted during that time. A tree should not be transplanted during periods of strong, dry winter winds or during droughts;c.Adequate space for root and canopy development shall be provided;d.Prior to transplanting, the tree shall be root and canopy pruned according to sound arboricultural standards. All crown pruning shall be done in accordance with standards set by the American National Standards Institute, as amended;e.During and following transplanting of a tree, the root ball and trunk shall be protected. The root ball must be kept moist at all times;f.A transplanted tree shall be braced for at least one (1) year after its relocation; andg.A transplanted tree shall be fertilized as appropriate and shall be watered sufficiently until tree growth is re-established.(f)Tree Relocation Maintenance/Monitoring Requirements: Any person conducting tree relocation activities shall:(1)Maintain the health of a relocated tree for a period of one (1) year from the date of planting;(2)Replace, within sixty (60) days, a relocated tree that dies or is determined by EPGMD to be effectively destroyed within one (1) year of being relocated. The one (1) year maintenance period shall begin anew whenever a tree is replaced. For projects that include the relocation of ten (10) or more trees, a ten (10) percent mortality allowance will apply. If ninety (90) percent or more of the relocated trees are determined to be viable after a period of one (1) year, the project shall be considered successful and replacement trees will not be required for the remaining ten (10) percent of the trees that die or are in a state of decline; and(3)Remove all strapping and bracing material from all relocated trees at the end of the one (1) year monitoring period. This should normally occur after seven (7) months for broad leaf trees and twelve (12) months for palm trees. Exemptions to this rule shall require EPGMD approval.

EXISTING TREE KEY



EXISTING TREE INVENTORY

TREE	COMMON NAME	SCIENTIFIC NAME	DBH (INCHES)	HEIGHT (FT.)	SPREAD (FT.)	PALM CT (FT.)	CONDITION	DISPOSITION	REASON FOR REMOVAL	REQ. MITIGATION (SQ.FT)	Beautification TRUST \$ (\$200 per 3" DBH)	REMOVAL FEE \$
1	MELALEUCA	MELALEUCA QUINQUENERVIA	49	42	40		GOOD	REMOVE	Nuisance	0		
2	SABAL PALM	SABAL PALMETTO	14	25	12	18	GOOD	Transplant		0		
3	GUMBO LIMBO	GUMBO LIMBO	25	25	32		GOOD	Transplant		0		
4	AVOCADO	PERSEA AMERICANA	37	21	47		GOOD	Protect in place		0		
5	SABAL PALM	SABAL PALMETTO	12	25	12	18	GOOD	Protect in place - OFF SITE		0		
6	PINK TRUMPET	TABEBUIA HETEROPHYLLA	11	25	16		FAIR	REMOVE		201	733.33	\$10
7	NORFOLK ISLAND PINE	ARAUCARIA HETEROPHYLLA	39	81	20		GOOD	REMOVE	Nuisance	0		
8	SABAL PALM	SABAL PALMETTO	10	24	12	16	GOOD	Transplant		0		
9	SABAL PALM	SABAL PALMETTO	10	11	12	8	GOOD	Transplant		0		
10	SABAL PALM	SABAL PALMETTO	10	26	12	15	GOOD	Protect in place		0		
11	SABAL PALM	SABAL PALMETTO	14	26	12	15	GOOD	Protect in place		0		
12	BRAZILIAN PEPPER	SCHINUS TEREBINTHIFOLIA	12	24	30		GOOD	REMOVE	Nuisance	0		
13	MELALEUCA	MELALEUCA QUINQUENERVIA	39	37	38		FAIR	REMOVE	Nuisance	0		
14	ACKEE	BUGHIA SAPIDA	6	26	20		GOOD	REMOVE		314	400.00	\$10
15	STRANGLER FIG	FICUS AUREA	48	40	50		GOOD	REMOVE		1590	3200.00	\$10
16	STRANGLER FIG	FICUS AUREA	74	40	46		GOOD	Protect in place				
17	GUMBO LIMBO	GUMBO LIMBO	14	36	30		GOOD	Protect in place		0		
18	SABAL PALM	SABAL PALMETTO	13	25	12	15	GOOD	Protect in place		0		
19	SABAL PALM	SABAL PALMETTO	14	23	12	14	GOOD	Protect in place		0		
20	PINK TRUMPET	TABEBUIA HETEROPHYLLA	5	16	10		POOR	REMOVE		80	333.33	\$10
									Require canopy replacement (1.5x canopy) Cat 1 (300sf)	3277.5	\$4,666.67	\$40

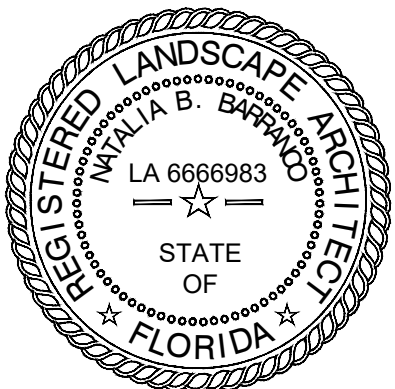


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DATE: 04.20.22 COMM: 21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL



TREE DISPOSITION
PLAN

SITE PLAN APPROVAL

L - 1.0

IRRIGATION NOTES

SYSTEM DESCRIPTION

THIS IS A NEW CLOCK START SYSTEM WITH A PROPOSED WATER METER. CONNECTIONS MEET ANY CITY OR COUNTY REQUIREMENTS. COORDINATE FINAL LOCATION OF CONTROLLER AND RAIN SENSOR WITH THE OWNER'S REPRESENTATIVE. LOCATON ADJUSTMENTS SHALL BE AT NO ADDITIONAL CHARGE. ALL REQUIRED TESTING IN THIS SECTION IS FOR THE PROPOSED SYSTEM ONLY.

WORK

THE IRRIGATION CONTRACTOR SHALL BE CERTIFIED AS A CERTIFIED IRRIGATION CONTRACTOR BY THE IRRIGATION ASSOCIATION. SUBMIT CERTIFICATION TO THE OWNER'S REPRESENTATIVE PRIOR TO PRE-CONSTRUCTION MEETING.

FOLLOW THESE NOTES IN ADDITION TO CITY AND COUNTY REQUIREMENTS AND DESIGN STANDARDS. IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF ANY CONFLICTS BETWEEN THE PLANS AND CITY REQUIREMENTS.

VERIFY SITE CONDITIONS BEFORE BIDDING. INSTALLATIONS MAY REQUIRE ADDITIONAL EQUIPMENT FOR SPECIFIC SITE CONDITIONS. INCLUDE ALL COSTS TO COMPLETE THE SCOPE OF WORK IN BID.

INCLUDE ALL REQUIRED PERMIT AND IMPACT FEES IN BID. OBTAIN ALL REQUIRED PERMITS AT NO ADDITIONAL CHARGE.

IMMEDIATELY REPAIR AND/OR REPLACE ANY ITEM DAMAGED BY CONSTRUCTION OF THE IRRIGATION SYSTEM AT NO CHARGE.

GUARANTEE MATERIALS AND WORKMANSHIP FOR ONE-YEAR FROM FINAL ACCEPTANCE. CORRECT DEFICIENCIES AT NO CHARGE

INSTALLATIONS

PROVIDE MANUFACTURER CUT SHEETS FOR EVERY ITEM TO BE INSTALLED FOR APPROVAL.

PROVIDE ONLY NEW EQUIPMENT AND AS SPECIFIED WITHIN THE PLANS.

ELECTRICAL SERVICE CONNECTIONS AND REQUIREMENTS INDICATED WITHIN THE PLANS ARE PRIOR TO ELECTRICAL PROVIDERS DESIGN. COORDINATE FINAL ELECTRICAL DESIGN REQUIREMENTS WITH THE ELECTRICAL PROVIDER PRIOR TO BID. PROVIDE ANY ADDITIONAL REQUIRED EQUIPMENT AT NO ADDITIONAL COST.

ELECTRICAL SERVICE CONNECTIONS AND ALL OTHER ELECTRICAL WORK IS TO COMPLY WITH THE NATIONAL ELECTRICAL CODE AND ANY OTHER APPLICABLE ELECTRICAL CODES, LAWS AND REGULATIONS. COORDINATE ELECTRICAL SERVICE CONNECTION WITH THE ELECTRICAL PROVIDER. PERFORM ELECTRICAL SERVICE CONNECTIONS BY A LICENSED ELECTRICIAN.

CONTROLLER GROUNDING: 10 OHMS RESISTANCE MAXIMUM. PROVIDE CERTIFICATION FROM THE ELECTRICIAN SHOWING THE DATE OF TEST, CONTROLLER LOCATION/IDENTIFICATION AND TEST RESULTS.

PLAN ADJUSTMENTS:

PLAN LAYOUT IS SCHEMATIC FOR GRAPHIC CLARITY. INSTALL IN PERVIOUS AREAS, EXCEPT WHERE SLEEVING IS SHOWN.

AS-BUILT PLANS:

PREPARE AS-BUILT PLANS AS THE WORK PROGRESSES, INDICATING THE ACTUAL LOCATION OF EQUIPMENT. KEEP THE AS-BUILT PLAN SET ON SITE DURING CONSTRUCTION. SUBMIT FINAL AS-BUILT TO THE OWNER'S REPRESENTATIVE.

TRENCHING AND PIPE INSTALLATION:

INSTALL PIPE ON A STABLE FOUNDATION. IF NECESSARY, REMOVE UNSTABLE SOIL OR MUCK FROM THE TRENCH BOTTOM AND INSTALL A 6 INCH FOUNDATION OF COMPACTED CLASS 1 BEDDING MATERIAL. REMOVE WATER FROM THE TRENCH BEFORE BACKFILLING. EXCAVATE 6 INCHES BELOW THE PIPE BOTTOM WHEN TRENCHING THROUGH ROCK AND INSTALL CLASS 1 BEDDING MATERIAL. BACKFILL TRENCHES AND COMPACT TO FINISHED GRADE WITH EXISTING SOILS FREE OF DEBRIS, ROOTS, ROCKS OR OBJECTS THAT COULD DAMAGE THE PIPE. TUNNEL UNDER TREE ROOTS.

MAKE PVC SOLVENT WELD CONNECTIONS IN ACCORDANCE WITH ASTM D2855. APPLY PURPLE COLORED PVC PRIMER IN ACCORDANCE WITH ASTM F656. APPLY PVC CEMENT IN ACCORDANCE WITH ASTM D2564.

FLUSHING:

PRIOR TO INSTALLATION OF THE VALVES, FLUSH MAINLINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE CLEAR OF DEBRIS; WHICHEVER IS LONGER. PRIOR TO INSTALLATION OF THE HEADS, FLUSH LATERAL LINES FOR A MINIMUM OF 10 MINUTES OR UNTIL LINES ARE CLEAR OF DEBRIS; WHICHEVER IS LONGER.

MAINLINE LEAK TEST:

- PERFORM MAINLINE LEAK TEST AT 100 PSI FOR 2 HOURS.
- PROVIDE AND OPERATE TEST EQUIPMENT.
- BEFORE TESTING, THE MAINLINE MUST BE COMPLETE. NO CUTTING OR MODIFICATIONS ALLOWED AFTER SUCCESSFUL COMPLETION OF THE LEAK TEST.
- BEFORE TESTING, ISOLATE THE MAINLINE, FILL WITH WATER, AND PRESSURIZE TO THE TEST PRESSURE FOR 24 HOURS TO REMOVE AIR FROM THE MAINLINE AND CORRECT LEAKS.

DETERMINE THE MAXIMUM ALLOWABLE LEAKAGE FOR GASKETTED PVC BY THE FOLLOWING FORMULA:

$$L = (ND \times P) / 7400$$

L = ALLOWABLE LEAKAGE IN GALLONS PER HOUR, THE MAXIMUM QUANTITY OF WATER ALLOWED TO BE PUMPED INTO THE MAINLINE TO MAINTAIN THE TEST PRESSURE.

N = NUMBER OF JOINTS.

D = NOMINAL PIPE DIAMETER IN INCHES.

P = SQUARE ROOT OF THE TEST PRESSURE IN PSI.

THERE IS NO ALLOWABLE LEAKAGE IN SOLVENT WELDED PVC MAINLINE.

IF LEAKAGE EXCEEDS THIS LIMIT, CORRECT THE PROBLEM AND REPEAT LEAK TEST UNTIL SUCCESSFUL COMPLETION.

SUBMIT LEAK TEST RESULTS TO OWNER'S REPRESENTATIVE.

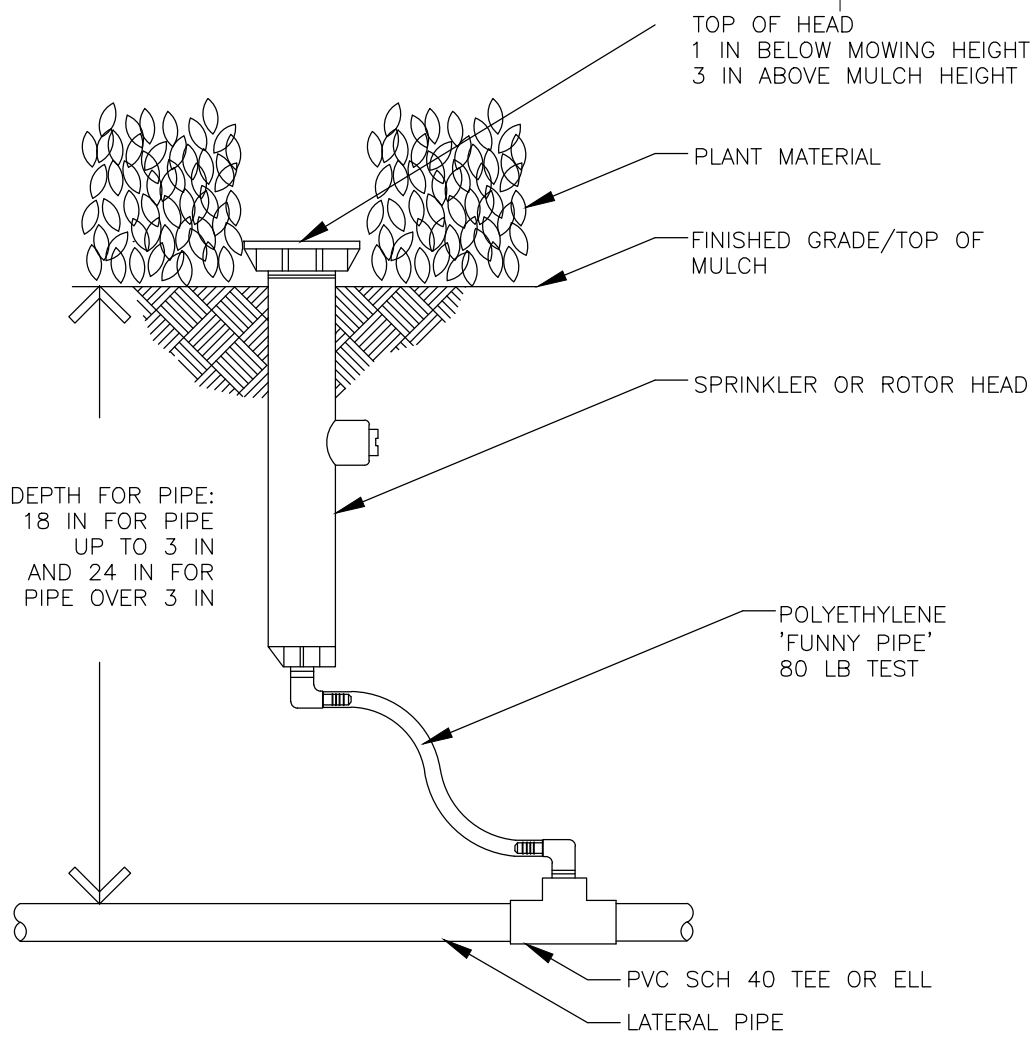
IRRIGATION HEAD PRESSURE TEST:

PERFORM PRESSURE TEST ON EACH ZONE AT THE FIRST AND LAST IRRIGATION HEADS. THE MAXIMUM ALLOWABLE PRESSURE DEVIATION IS 10 PERCENT.

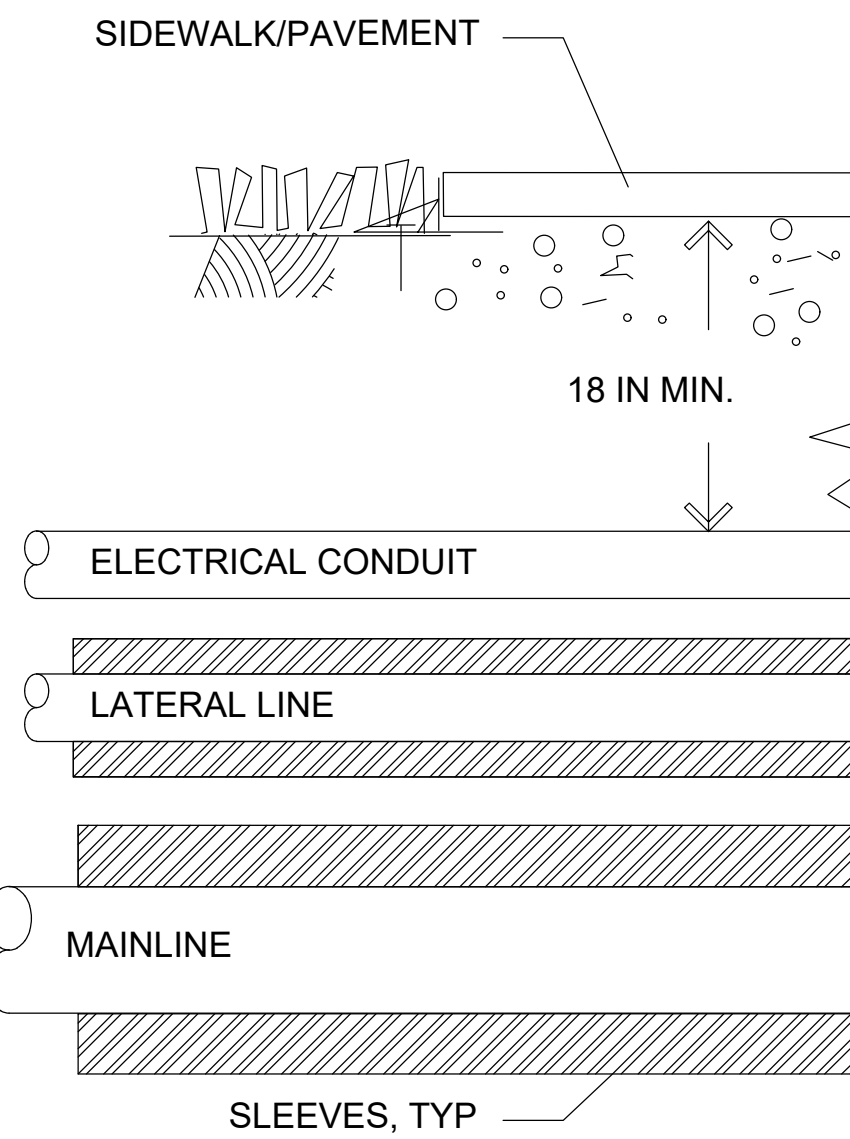
FINAL ACCEPTANCE

FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN ONLY AFTER THE FOLLOWING HAS BEEN COMPLETED AND APPROVED:

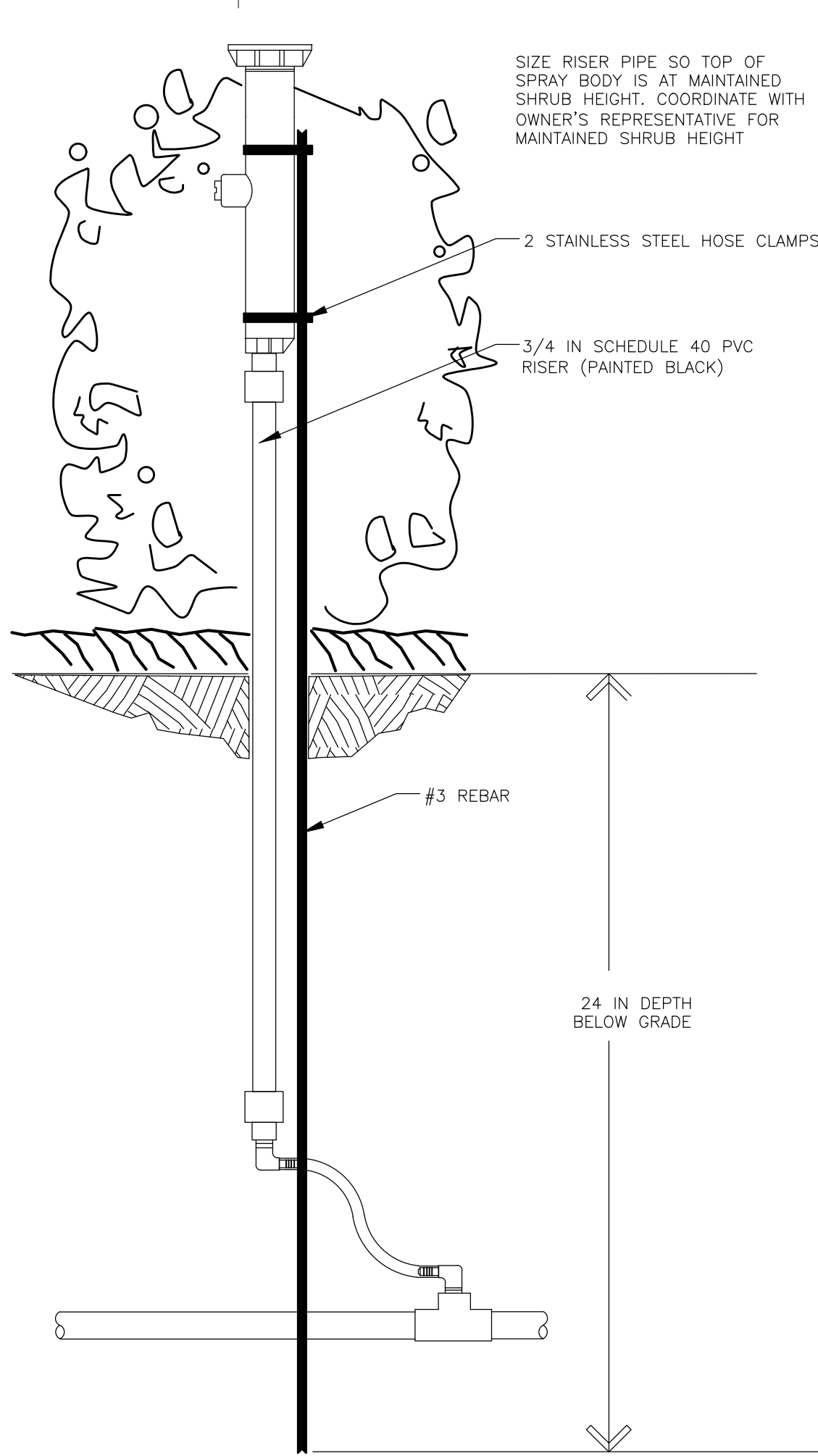
- SUBMITTAL AND ACCEPTANCE OF THE GROUNDING TEST RESULTS.
- SUBMITTAL AND ACCEPTANCE OF THE MAINLINE TEST.
- COMPLETION AND ACCEPTANCE OF THE 'AS-BUILT' DRAWINGS.
- FINAL WALK THROUGH WITH THE OWNER'S REPRESENTATIVE AND CREATION OF FINAL PUNCH LIST.
- FINAL PUNCH LIST ITEMS HAVE BEEN CORRECTED AND ACCEPTED.



SPRAY HEADS/ROTORS WITHIN SOD/GROUNDCOVER

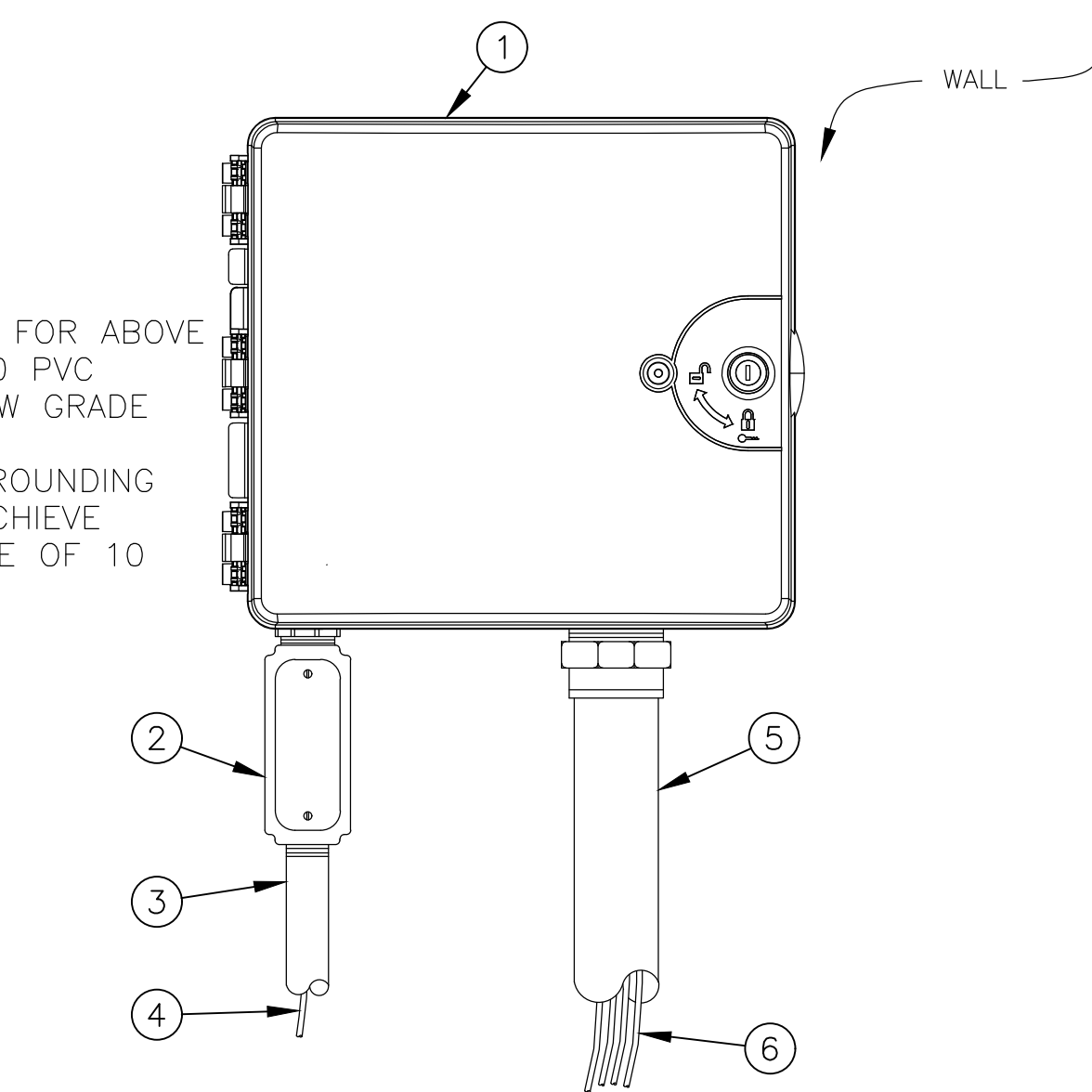


SLEEVING



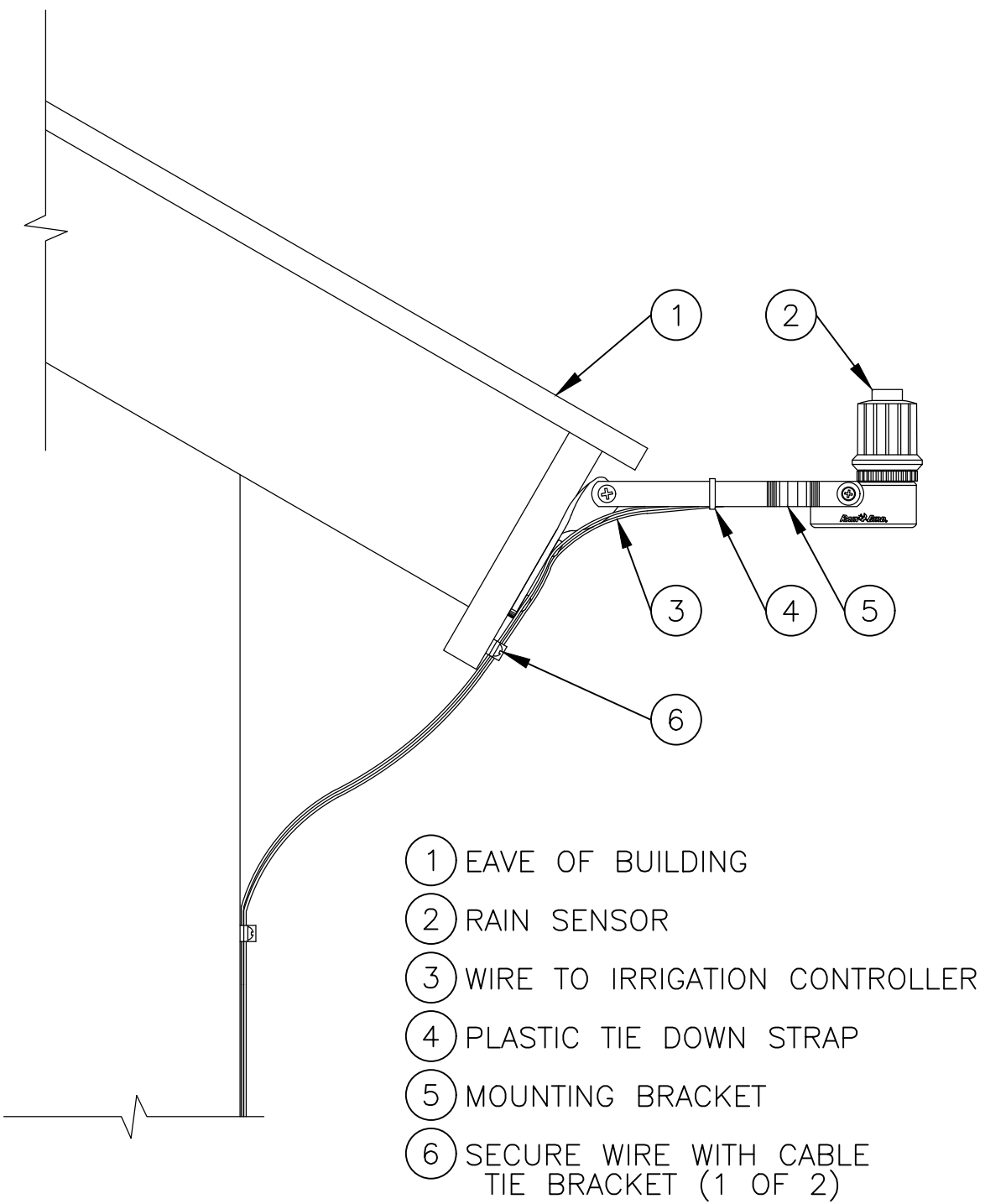
SPRAY HEADS/ROTORS WITHIN SHRUBS

- NOTES:
- USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
 - PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.



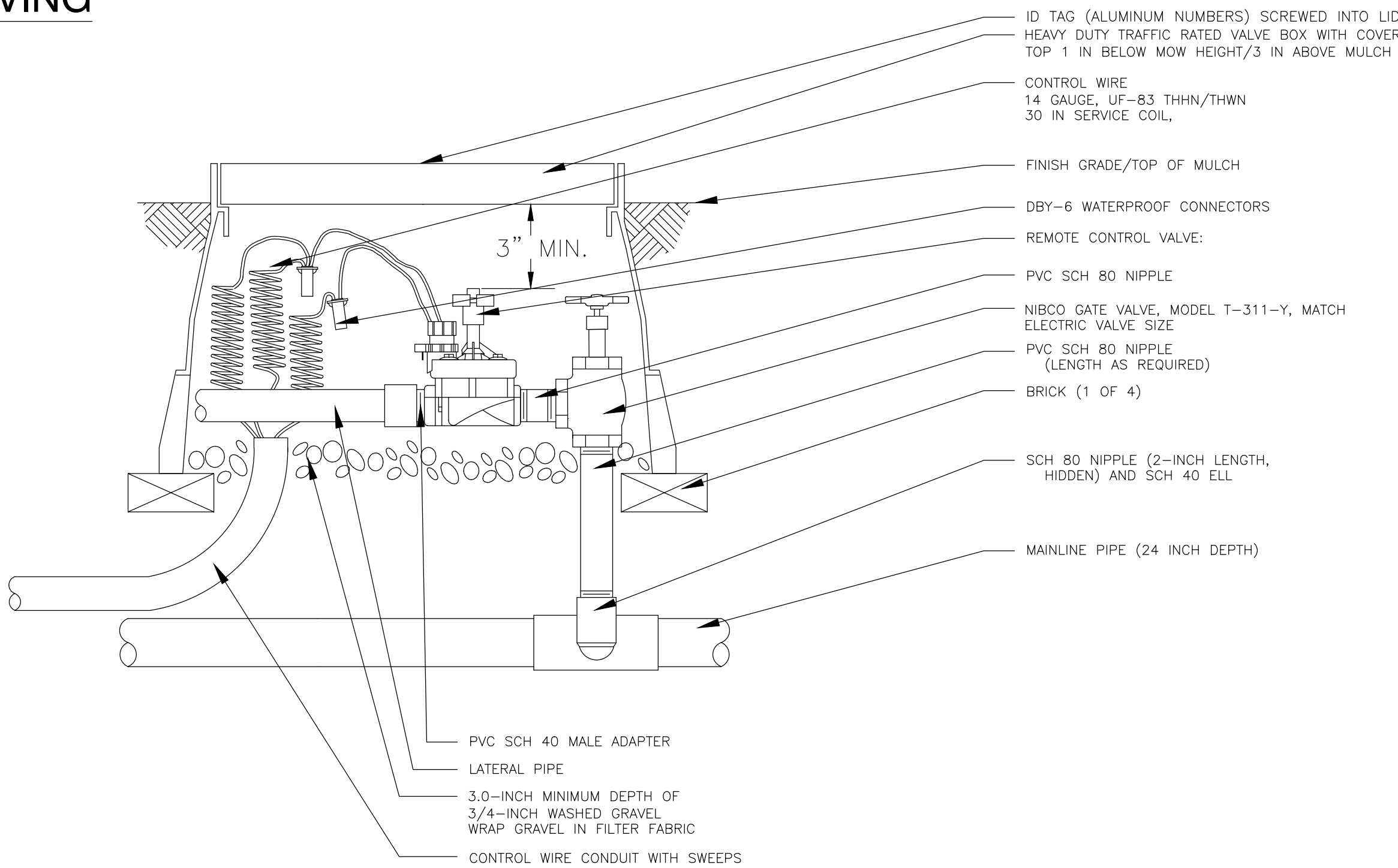
- IRRIGATION CONTROLLER: RAIN BIRD CONTROLLER IN PLASTIC CABINET WITH WALL MOUNT. INSTALL CONTROLLER AND CABINET ON WALL PER MANUFACTURER'S RECOMMENDATIONS.
- JUNCTION BOX
- 1-INCH CONDUIT AND FITTINGS TO POWER SUPPLY
- POWER SUPPLY WIRE
- 2-INCH CONDUIT AND FITTINGS FOR STATION WIRES
- WIRES TO REMOTE CONTROL VALVES

CONTROLLER MOUNTING



- EAVE OF BUILDING
- RAIN SENSOR
- WIRE TO IRRIGATION CONTROLLER
- PLASTIC TIE DOWN STRAP
- MOUNTING BRACKET
- SECURE WIRE WITH CABLE TIE BRACKET (1 OF 2)

RAIN SENSOR ASSEMBLY



VALVE ASSEMBLY



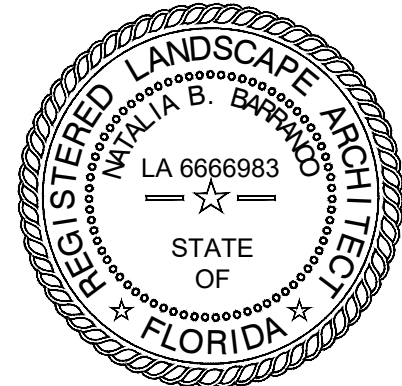
DESIGNED	DRAWN	CHECKED
Designer	Author	Checker

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DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL



IRRIGATION
NOTES/DETAILS
SITE PLAN APPROVAL

IP - 5.0



PERSPECTIVE VIEW FROM SW

DESIGNED	DRAWN	CHECKED
JB	MQ	JB

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RENDERINGS

SITE PLAN APPROVAL

AS-902

4/25/2024 10:08:40 AM



AERIAL PERSPECTIVE VIEW FROM W

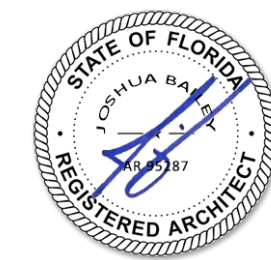
DESIGNED	DRAWN	CHECKED
JB	MQ	JB

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RENDERINGS

SITE PLAN APPROVAL

AS-904



PERSPECTIVE VIEW FROM NW

DESIGNED	DRAWN	CHECKED
Designer	Author	Checker

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RENDERINGS

SITE PLAN APPROVAL

AS-905

4/25/2024 10:08:40 AM



GROUND LEVEL VIEW FROM NE

DESIGNED	DRAWN	CHECKED
Designer	Author	Checker

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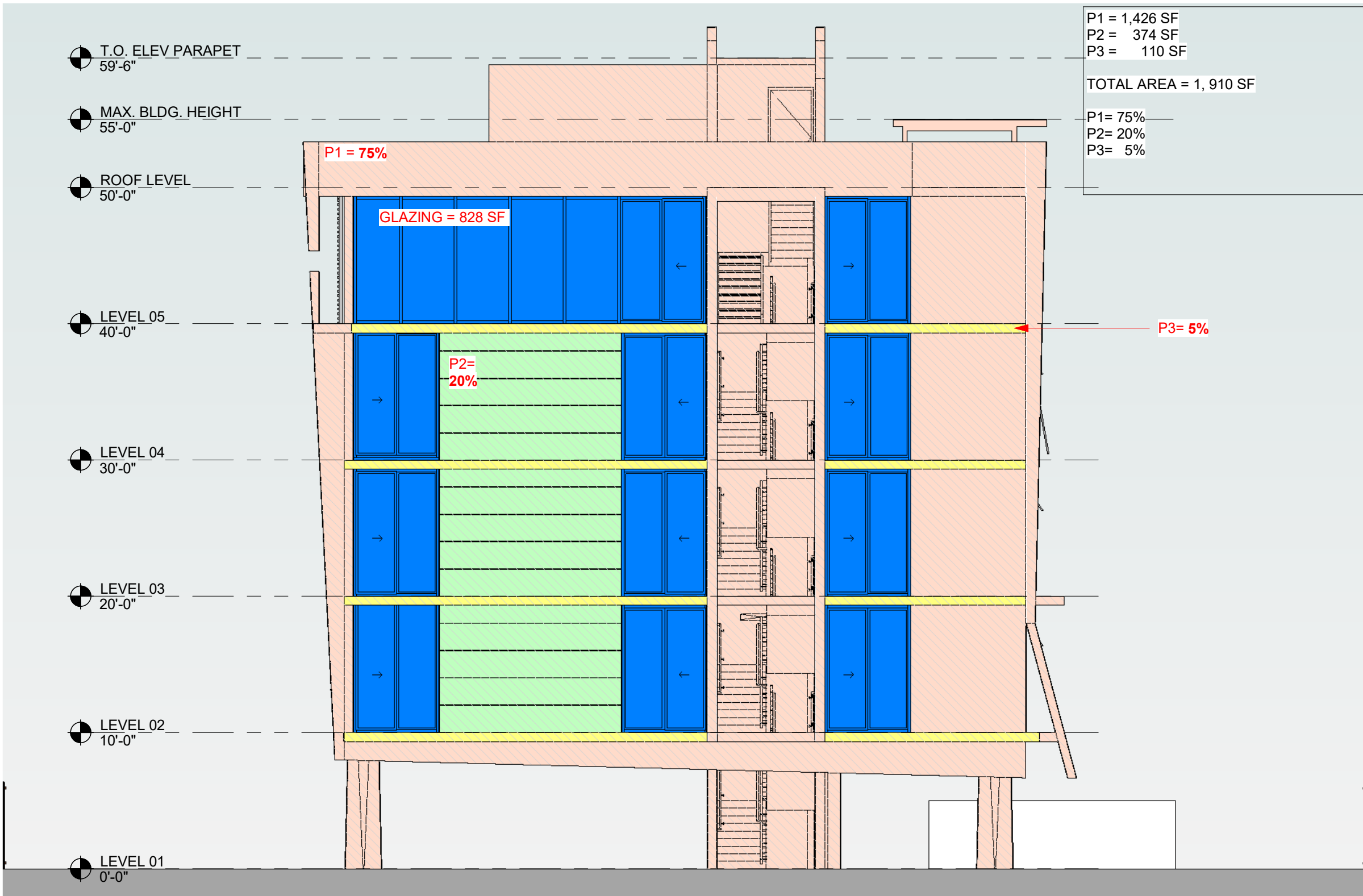
RENDERINGS

SITE PLAN APPROVAL

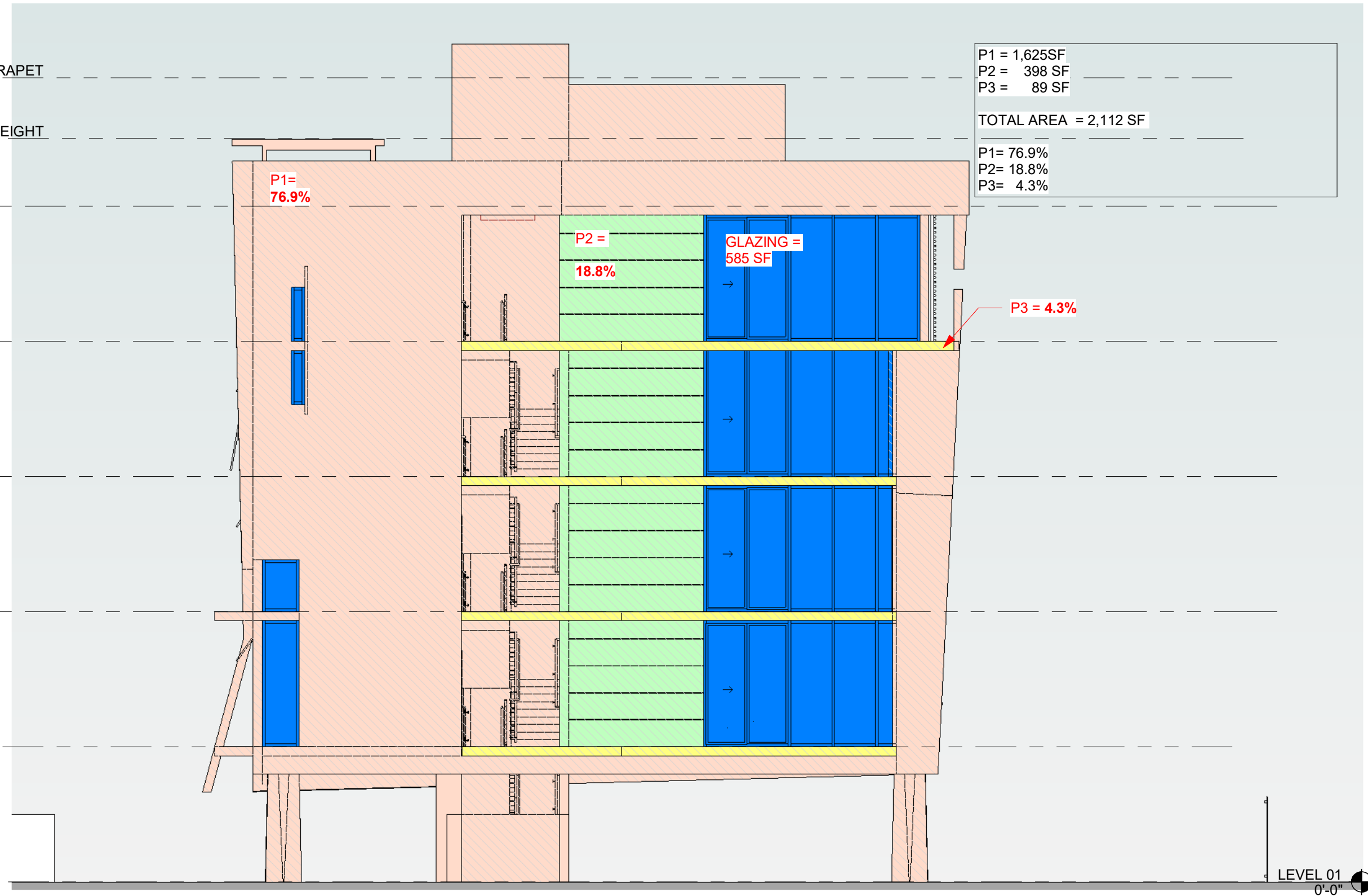
AS-906

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DESIGNED DRAWN CHECKED
Designer Author Checker



2 EAST ELEVATION - BUILDING COLOR AREAS
EXH-01 Scale: 1/8" = 1'-0"



1 WEST ELEVATION - BUILDING COLOR AREAS
EXH-01 Scale: 1/8" = 1'-0"

EAST ELEVATION

SECTION 78-2

(c) Color, **primary** shall mean the majority color of a building or structure consisting of more than 75 percent of said building or structure.

(d) Color, **secondary** shall mean a color or colors which approximates 15 to 25 percent of a building or structure.

(e) Color, **accent** shall mean a color or colors in which no one color exceeds five percent of a building or structure and in which the total of all accent colors does not exceed 15 percent of any building or structure.

PRIMARY COLOR: (P1) SUPER WHITE BY BENJAMIN MOORE PM-1
REQUIRED BY CODE 75%+
PROVIDED: 75%

SECONDARY COLOR: (P2) SLOW GREEN BY SHERWIN WILLIAMS SW6456
REQUIRED BY CODE 15% TO 25%
PROVIDED: 20%

ACCENT COLOR: (P3) LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686
REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: 5%

WEST ELEVATION

SECTION 78-2

(c) Color, **primary** shall mean the majority color of a building or structure consisting of more than 75 percent of said building or structure.

(d) Color, **secondary** shall mean a color or colors which approximates 15 to 25 percent of a building or structure.

(e) Color, **accent** shall mean a color or colors in which no one color exceeds five percent of a building or structure and in which the total of all accent colors does not exceed 15 percent of any building or structure.

PRIMARY COLOR: (P1) SUPER WHITE BY BENJAMIN MOORE PM-1
REQUIRED BY CODE 75%+
PROVIDED: 76.9%

SECONDARY COLOR: (P2) SLOW GREEN BY SHERWIN WILLIAMS SW6456
REQUIRED BY CODE 15% TO 25%
PROVIDED: 18.8%

ACCENT COLOR: (P3) LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686
REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: 4.3%

SECTION 78-2 AND 78-7

THIS BUILDING IS IN COMPLIANCE WITH:

SECTION 78-2

- (c) Color, **primary** shall mean the majority color of a building or structure consisting of more than 75 percent of said building or structure.
- (d) Color, **secondary** shall mean a color or colors which approximates 15 to 25 percent of a building or structure.
- (e) Color, **accent** shall mean a color or colors in which no one color exceeds five percent of a building or structure and in which the total of all accent colors does not exceed 15 percent of any building or structure.

SECTION 78-7 (b) 7:

7. A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors.

COLOR PERCENTAGES INFORMATION

BUILDING COLOR INFORMATION				
ELEVATION	P1 PRIMARY COLOR	P2 SECONDARY COLOR	P3 MINOR ACCENT COLOR	BLDG. TOTAL AREA
NORTH FACADE COVERAGE %	2175 SF 75%	729 SF 25%	--	2904 SF
SOUTH FACADE COVERAGE %	2178 SF 76.1%	685 SF 23.9%	--	2863 SF
EAST FACADE COVERAGE %	1426 SF 75%	374 SF 20%	110 SF 5%	1910 SF
WEST FACADE COVERAGE %	1625 SF 76.9%	398 SF 18.8%	89 SF 4.3%	2112 SF
TOTAL	7,404 SF	2186 SF	199 SF	= 9,789 SF (S)
				P1 / S = 75.6 P2 / S = 22.3 P3 / S = 2.1 TOTAL BLDG. PAINT 100 %

COLOR LEGEND

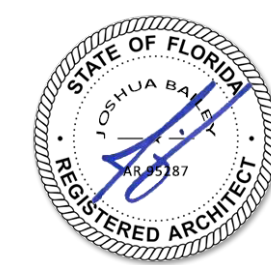
- PRIMARY COLOR
P1
PM-1 SUPER WHITE
BY BENJAMIN MOORE
- ACCENT COLOR
P3
LEMON CHIFFON
BY SHERWIN
WILLIAMS - SW6686
- SECONDARY COLOR
P2
SLOW GREEN BY
SHERWIN WILLIAMS -
SW6456
- DENOTES
GLAZING
- DENOTES TOTAL
COVERED AREA

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DATE: 10.18.22
COMM: 21046

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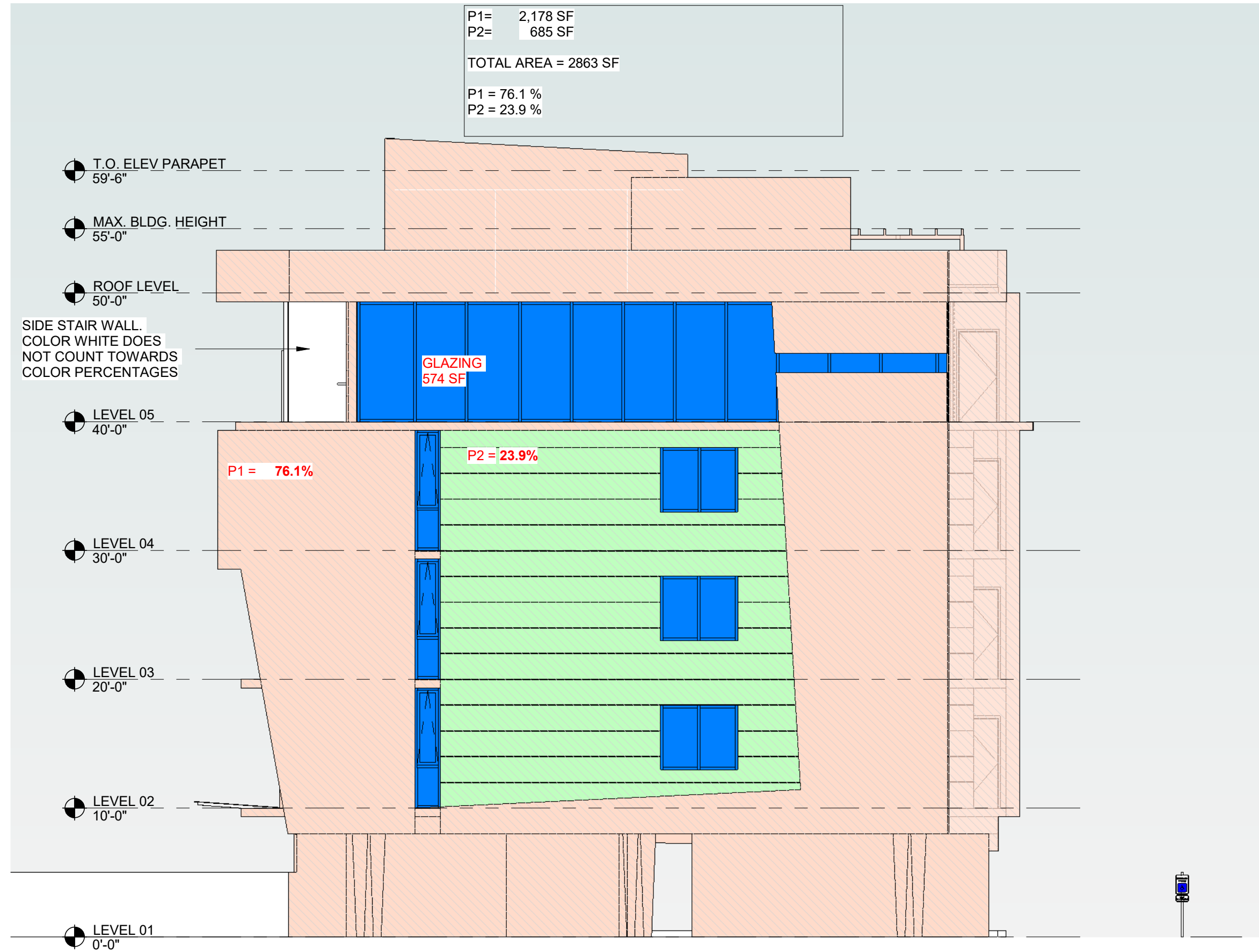


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Bailey
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BUILDING COLOR PERCENTAGES

SITE PLAN APPROVAL

EXH-01



2 SOUTH ELEVATION - BUILDING COLOR AREAS
EXH-02 Scale: 1/8" = 1'-0"

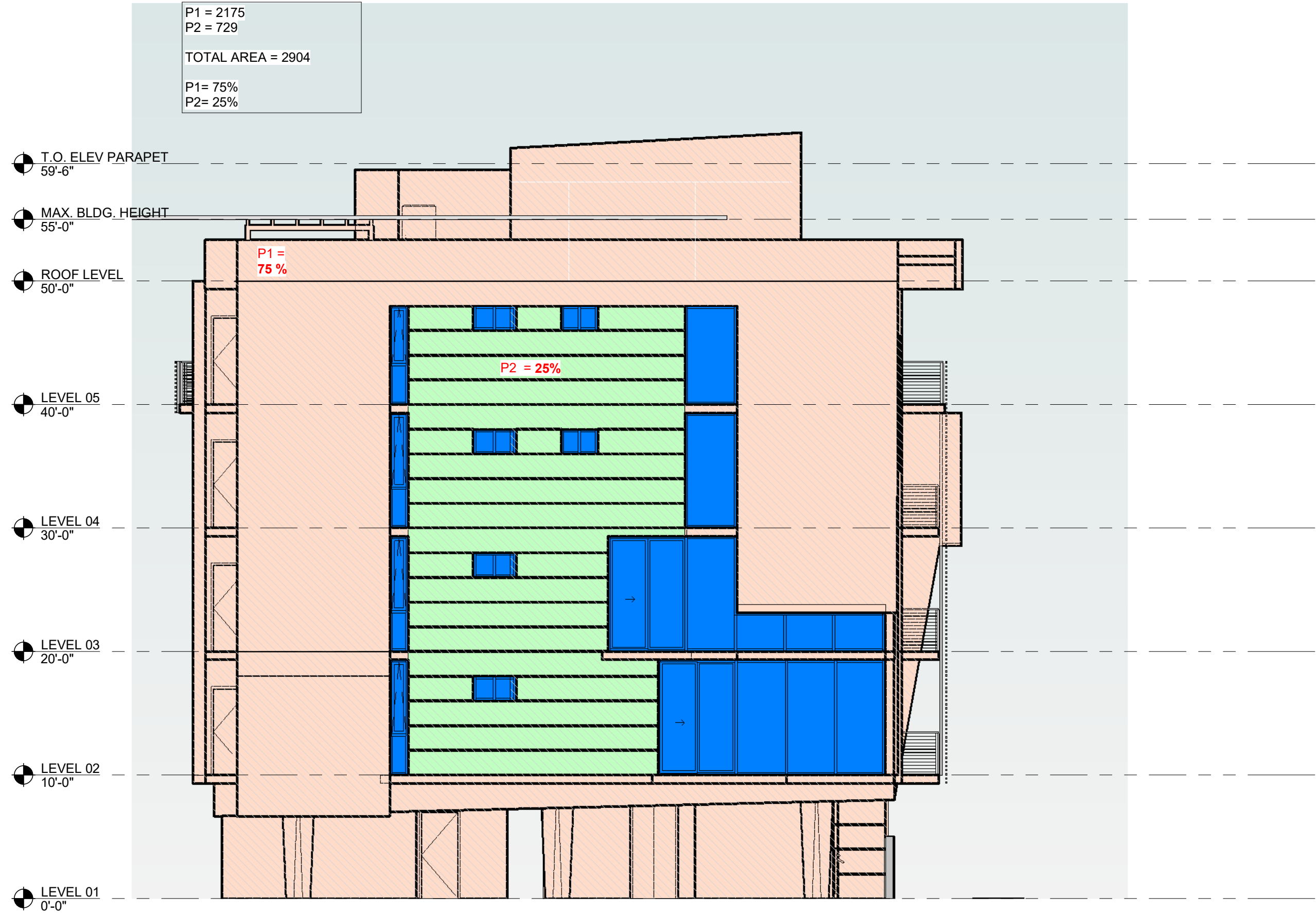
SOUTH ELEVATION

SECTION 78-2
(c) Color, **primary** shall mean the majority color of a building or structure consisting of more than 75 percent of said building or structure.
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REQUIRED BY CODE 75%+
PROVIDED: 76.1%

SECONDARY COLOR: (P2) SLOW GREEN BY SHERWIN WILLIAMS SW6456
REQUIRED BY CODE 15% TO 25%
PROVIDED: 23.9%

ACCENT COLOR: (P3) LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686
REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: ---



1 NORTH ELEVATION - BUILDING COLOR AREAS
EXH-02 Scale: 1/8" = 1'-0"

NORTH ELEVATION

SECTION 78-2
(c) Color, **primary** shall mean the majority color of a building or structure consisting of more than 75 percent of said building or structure.
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PRIMARY COLOR: (P1) SUPER WHITE BY BENJAMIN MOORE PM-1
REQUIRED BY CODE 75%+
PROVIDED: 75%

SECONDARY COLOR: (P2) SLOW GREEN BY SHERWIN WILLIAMS SW6456
REQUIRED BY CODE 15% TO 25%
PROVIDED: 25%

ACCENT COLOR: (P3) LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686
REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: ---

SECTION 78-2 AND SECTION 78-7

THIS BUILDING IS IN COMPLIANCE WITH:

SECTION 78-2

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SECTION 78-7 (b) 7:

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COLOR LEGEND

PRIMARY COLOR
P1
PM-1 SUPER WHITE
BY BENJAMIN MOORE

ACCENT COLOR
P3
LEMON CHIFFON
BY SHERWIN
WILLIAMS - SW6686

SECONDARY COLOR
P2
SLOW GREEN BY
SHERWIN WILLIAMS -
SW6456

DENOTES
GLAZING

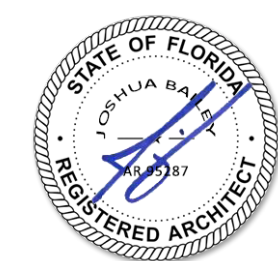
DENOTES TOTAL
COVERED AREA

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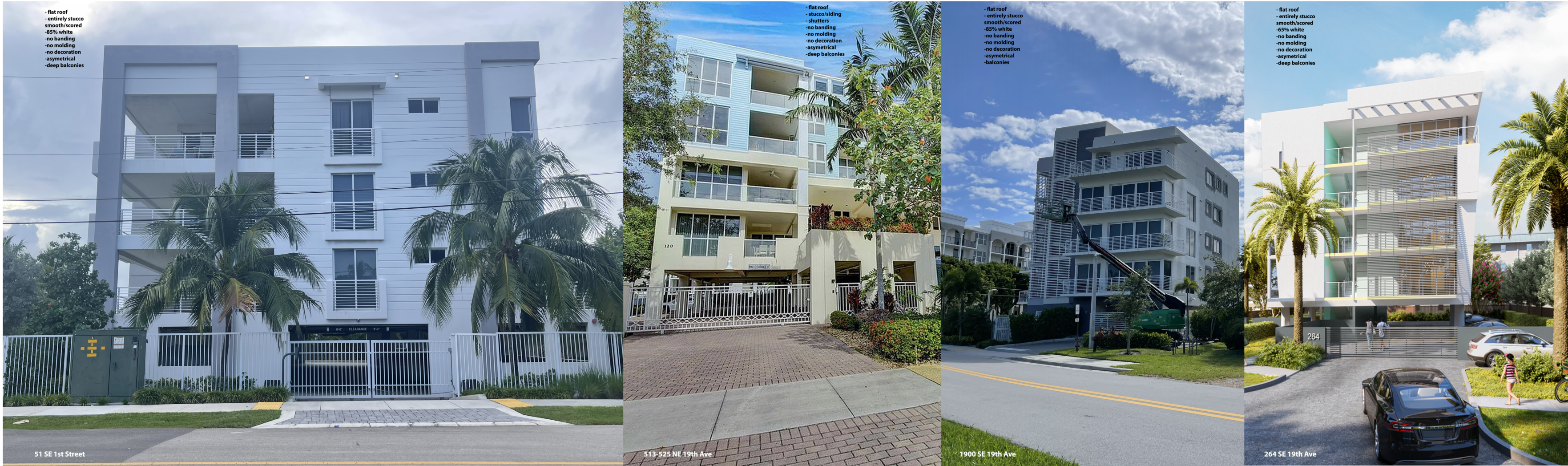


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10:22:35-04'00'

BUILDING COLOR PERCENTAGES

SITE PLAN APPROVAL

EXH-02



NEIGHBORING BUILDINGS AND HOW IT COMPARES TO OUR BUILDING DESIGN

KEY WEST DESIGN AND HOW IT IS IMPLEMENTED INTO THIS DESIGN

KEY WEST DESIGN INCORPORATED

KEY WEST ARCHITECTURE STYLE IS A PERFECT BLEND OF CLASSIC AND MODERN. THE THREE MAIN ELEMENTS ARE:

- 1) BRIGHT EXTERIOR COLORS
- 2) WRAP AROUND VERANDAS
- 3) DECORATIVE SHUTTERS

— HOLMES, LISA, "TOP THREE ELEMENTS OF KEY WEST STYLE ARCHITECTURE"

GUIDELINES: "IMPLY ADVICE, RECOMMENDATIONS, OR INSTRUCTIONS AND ARE NOT EXPECTED TO BE HARD AND FAST, MUST-DO ITEMS. RULES ARE EXPLICIT....." DEFINITION FROM JEFF BLOMGREN.

PLEASE NOTE ITEMS IN **BOLD** HAVE BEEN INCORPORATED INTO OUR NEW 6-UNIT PROJECT.

SECTION 98-53B COVE OVERLAY DISTRICT

- (1) **ARCHITECTURAL DESIGN GUIDELINES:** ARCHITECTURAL DESIGN GUIDELINES FOR THE COVE OVERLAY DISTRICT ARE ESTABLISHED AS FOLLOWS:

a. **BUILDINGS OR STRUCTURES CONSTRUCTED WITHIN THE COD SHALL CONFORM TO THE "KEY WEST" ARCHITECTURAL STYLE AS SET FORTH IN THE COVE CHARRETTE MASTER PLAN (PHASE 1), "ARCHITECTURE" SECTION.** ALTERATIONS, ADDITIONS, AND SIMILAR IMPROVEMENTS TO EXISTING STRUCTURES WITHIN THE DISTRICT SHALL CONFORM WITH THESE DESIGN GUIDELINES TO THE EXTENT POSSIBLE. SAID GUIDELINES ARE INCORPORATED HEREIN BY REFERENCE.

b. **NEW STRUCTURES SHALL RELATE HARMONIOUSLY TO THE FORM AND SCALE OF ARCHITECTURE IN THE VICINITY.**
c. **EXTERIOR BUILDING MATERIALS AND ARCHITECTURAL ELEMENTS CONSIDERED COMPATIBLE IN THE COD SHALL INCLUDE:**

1. **WEATHERED, LIGHTLY STAINED/PAINTED OR NATURAL WOOD; (PERIMETER FENCE)**
2. **METAL/BATTEN STANDING SEAM ROOF, EXPOSED RAFTER TAILS;**
3. **WOOD TRIM AROUND DOORS AND WINDOWS PAINTED A CONTRASTING COLOR;**
4. **LATTICE WORK, DECORATIVE MOLDINGS;**
5. **HORIZONTAL SIDING;**
6. **WOOD-CLAD WALLS, ALUMINUM SIDING (THAT RESEMBLES PAINTED WOOD CLADDING);**
7. **CANOPIES, AWNINGS, ROOF OVERHANGS;**
8. **COVERED PORCHES SLIGHTLY ABOVE GRADE WITH COLUMNS AND RAILINGS;**
9. **PITCHED ROOFS (ESPECIALLY GABLE OR HIP ROOF END FACING THE STREET), MANSARD ROOFS SHOULD WRAP AROUND THE ENTIRE BUILDING PERIMETER. ROOFLINES SHOULD NOT RUN IN A CONTINUOUS PLACE FOR MORE THAN 100 FEET WITHOUT OFFSETTING OR JOGGING THE ROOF PLANE;**
10. **PREDOMINATELY VERTICAL, RECTANGULAR SASH WINDOWS;**
11. **CLEAR GLASS WINDOWS (88 PERCENT LIGHT TRANSMISSION OR MORE);**
12. **LIGHT BUILDING COLORS SUCH AS PALE YELLOW, WHITE, EGGSHELL, BEIGE, CORAL, MINT/PALE GREENS, PALE PINK, PALE BLUES;**
- AND
13. **ARBORS, TRELLISES, GAZEBOS, PICKET FENCES.**

SECTION 78-2

THIS BUILDING IS IN COMPLIANCE WITH:

- (c) COLOR **PRIMARY** SHALL MEAN THE MAJORITY COLOR OF A BUILDING OR STRUCTURE CONSISTING OF MORE THAN **75 PERCENT** OF SAID BUILDING OR STRUCTURE.
(d) COLOR **SECONDARY** SHALL MEAN A COLOR OR COLORS WHICH APPROXIMATES **15 TO 25 PERCENT** OF A BUILDING OR STRUCTURE.
(e) COLOR **ACCENT** SHALL MEAN A COLOR OR COLORS IN WHICH **NO ONE COLOR EXCEEDS FIVE PERCENT** OF A BUILDING OR STRUCTURE AND IN WHICH THE TOTAL OF ALL ACCENT COLORS DOES NOT EXCEED 15 PERCENT OF ANY BUILDING OR STRUCTURE.

SECTION 78-7 (b) 7

7. A COORDINATED PALETTE OF COLORS, WITH A MINIMUM OF TWO COLORS SHALL BE PROPOSED FOR EACH BUILDING AND ASSOCIATED STRUCTURES, THAT INCLUDES ONE PRIMARY COLOR AND AT LEAST ONE SECONDARY COLOR, A RANGE OF MINOR ACCENT COLORS, OR ALL THREE TYPES OF COLORS.

COLOR PERCENTAGES BY ELEVATION

EAST ELEVATION

- (c) Color **primary** shall mean the majority color of a building or structure consisting of more than **75 percent** of said building or structure.
(d) Color **secondary** shall mean a color or colors which approximates **15 to 25 percent** of a building or structure.
(e) Color **accent** shall mean a color or colors in which **no one color exceeds five percent** of a building or structure and in which the total of all accent colors does not exceed 15 percent of any building or structure.

PRIMARY COLOR: (P1) **SUPER WHITE BY BENJAMIN MOORE PM-1**

REQUIRED BY CODE 75%+
PROVIDED: 75%

SECONDARY COLOR: (P2) **SLOW GREEN BY SHERWIN WILLIAMS SW6456**

REQUIRED BY CODE 15% TO 25%
PROVIDED: 20%

ACCENT COLOR: (P3) **LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686**

REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: 5%

WEST ELEVATION

- (c) Color **primary** shall mean the majority color of a building or structure consisting of more than **75 percent** of said building or structure.
(d) Color **secondary** shall mean a color or colors which approximates **15 to 25 percent** of a building or structure.
(e) Color **accent** shall mean a color or colors in which **no one color exceeds five percent** of a building or structure and in which the total of all accent colors does not exceed 15 percent of any building or structure.

PRIMARY COLOR: (P1) **SUPER WHITE BY BENJAMIN MOORE PM-1**

REQUIRED BY CODE 75%+
PROVIDED: 75.8%

SECONDARY COLOR: (P2) **SLOW GREEN BY SHERWIN WILLIAMS SW6456**

REQUIRED BY CODE 15% TO 25%
PROVIDED: 18.8%

ACCENT COLOR: (P3) **LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686**

REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: 4.3%

NORTH ELEVATION

- (c) Color **primary** shall mean the majority color of a building or structure consisting of more than **75 percent** of said building or structure.
(d) Color **secondary** shall mean a color or colors which approximates **15 to 25 percent** of a building or structure.
(e) Color **accent** shall mean a color or colors in which **no one color exceeds five percent** of a building or structure and in which the total of all accent colors does not exceed 15 percent of any building or structure.

PRIMARY COLOR: (P1) **SUPER WHITE BY BENJAMIN MOORE PM-1**

REQUIRED BY CODE 75%+
PROVIDED: 75%

SECONDARY COLOR: (P2) **SLOW GREEN BY SHERWIN WILLIAMS SW6456**

REQUIRED BY CODE 15% TO 25%
PROVIDED: 20%

ACCENT COLOR: (P3) **LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686**

REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: ---

BUILDING COLOR INFORMATION				
ELEVATION	P1 PRIMARY COLOR	P2 SECONDARY COLOR	P3 MINOR ACCENT COLOR	BLDG. TOTAL AREA
NORTH	2175 SF	729 SF	--	2904 SF
FACADE COVERAGE %	75%	25%		
SOUTH	2178 SF	685 SF	--	2863 SF
FACADE COVERAGE %	76.1%	23.9%		
EAST	1426 SF	374 SF	110 SF	1910 SF
FACADE COVERAGE %	75%	20%	5%	
WEST	1625 SF	398 SF	89 SF	2112 SF
FACADE COVERAGE %	76.9%	18.8%	4.3%	
TOTAL	7,404 SF	2186 SF	199 SF	= 9,789 SF (S)
			P1 / S =	75.6
			P2 / S =	22.3
			P3 / S =	2.1
			TOTAL BLDG. PAINT	100 %

SOUTH ELEVATION

- (c) Color **primary** shall mean the majority color of a building or structure consisting of more than **75 percent** of said building or structure.
(d) Color **secondary** shall mean a color or colors which approximates **15 to 25 percent** of a building or structure.
(e) Color **accent** shall mean a color or colors in which **no one color exceeds five percent** of a building or structure and in which the total of all accent colors does not exceed 15 percent of any building or structure.

PRIMARY COLOR: (P1) **SUPER WHITE BY BENJAMIN MOORE PM-1**

REQUIRED BY CODE 75%+
PROVIDED: 76.1%

SECONDARY COLOR: (P2) **SLOW GREEN BY SHERWIN WILLIAMS SW6456**

REQUIRED BY CODE 15% TO 25%
PROVIDED: 23.9%

ACCENT COLOR: (P3) **LEMON CHIFFON BY SHERWIN WILLIAMS SW 6686**

REQUIRED BY CODE NOT TO EXCEED 5%
PROVIDED: ---

BUILDING SIGNAGE

key west

ENTRY CANOPY

WHITE KEY WEST STYLE EXPOSED 2X STRUCTURE WITH SCULPTED RAFTER TAILS 12" O.C. MADE FROM ANODIZED CLEAR ALUMINUM WITH A WHITE STANDING SEAM ALUMINUM SOLID ROOF. THIS CONFIRMS TO SEC. 78-7 (b) ITEM 12a. THE NARROWNESS OF THE CANOPY ALLOWS AMPLE NATURAL LIGHT UNDER THE CANOPY TO HIT THE GROUND AND ITEM 12 (a) NO PART OF THE AWNING IS MADE FROM TRANSLUCENT MATERIAL.

DRC 7 PRE APPLICATION MEETING NOTES (01/26/23)

Location: City Hall-PLANNING conference room
Time: 3pm

Attendance: Eric Power, Daniel Martell, Rafaela Thorndor, Dwayne Dickerson, Randy Brown

INTRO

(DD) THIS IS ROUND 6 OF COMMENTS - LOOKING TO COME TO AN AGREEMENT TODAY.

-THE OVERLAY HAS SUBJECTIVE CRITERIA.

-WE THOUGHT WE MET THE CRITERIA WITH DRC #6, BUT CITY SAYS THERE IS WORK TO BE DONE.

-WE ARE TRYING TO ESTABLISH A BASELINE BY LOOKING AT SURROUNDING BUILDINGS.

RANDY 5 MIN. PRESENTATION:

-WE HAVE NEW KEY WEST IDEAS TO ADD TO THE BUILDING IN PREPARATION FOR DRC #7 SUBMISSION.

LOOKING TO COME TO AGREEMENTS ON CERTAIN MATTERS: COLOR, DETAILS, FORMS, KEY WEST ARCHITECTURAL STYLE.

-THE CODE IS THE DRIVING FACTOR BEHIND EVERYTHING.

-WE HAVE BEEN STUDYING CHRIS' PRESENTATION AND PULLING FROM OUTSIDE SOURCES AS WELL AS ARTICLES AND SUMMARY OF KEY POINTS.

-SHUTTERS, BRIGHT COLORS, KEY WEST DETAILS, KEY WEST IS A BLEND OF THE CLASSIC AND THE MODERN, ETC.

-WE ARE RESPONDING GLOBALLY TO ALL COMMENTS MADE ON LAST SUBMITTAL DRC #6.

LOOKING AT ARCHITECTURE IN THE VICINITY

-THE FOUR BUILDINGS SIDE BY SIDE.

WHITE, THREE-STORY CONDO ON 19TH AVENUE, NO DECORATIONS, NO BANDINGS, FLAT ROOF, ENTIRELY STUCCO AND SCORED STUCCO, NO MOLDINGS, ASYMMETRIC, 85% WHITE.

19TH AVE ACROSS THE STREET, FLAT ROOFS, ASYMMETRICAL, FLAT TO CEILING GLASS, NO DECORATIONS, DEEP BALCONIES, NO MOLDINGS.

ELYSIAN BUILDING, FLAT ROOFS, 100% STUCCO (SMOOTH AND SCORED), NO BANDING, NO MOLDINGS, A LOT OF GLASS, TRELLISES, 85% WHITE.

-OUR BUILDING IS VERY SIMILAR TO THE ABOVE.

FLAT ROOF, 100% STUCCO (SMOOTH AND SCORED), WHITE AND PASTEL COLORS, TRELLIS, DEEP BALCONIES, ASYMMETRICAL, LOTS OF GLASS, NO MOLDINGS, BUT WE DO HAVE YELLOW BANDINGS AT EDGE OF BALCONIES.

HOW CAN WE HAVE A MEETING OF THE MINDS?

(DD) COLOR IS A BIG THEME.

NORTH WEST CORNER

(EP) THE DIFFERENCE IS THE WAY THE WALL AND WINDOW HAS BEEN PLACED.

HINDING WINDOW WITH WALL.

(EP) MAKE THE ANGLES SQUARE WHERE THERE IS WINDOWS - SQUARE OFF THE ANGLES.

THE LINE WHERE THE WINDOW ENDS, THE STUCCO BEGINS, RECTANGULAR WINDOWS.

ONLY SQUARE OF WALLS WITH WINDOWS ADJACENT. ALL ASSEED, SQUARE THE ANGLES ON THE WINDOWS.

(EP) IT'S A BIG DIFFERENCE. ---ERIC LIKES THE NEW WINDOWS ON THE SOUTH / SHUTTERS ON.

SIDE OF THE BUILDING - ALL IN AGREEMENT.

ENTRY CANOPY - EXPOSED RAFTERS MAKES IT MORE KEY WEST. POURED IN PLACE CONCRETE IDEA PROPOSED BY CHRIS FOR 2ND MATERIAL PLUS OUR STUCCO --- ERIC NOT IN AGREEMENT AND INSTEAD PROPOSED TO KEEP THE BLOCK AND STUCCO FOR THE LANDSCAPE WALLS AND THE WALLS ON FIRST FLOOR AND PAINT WHITE. RANDY WROTE WHITE ON RENDERING.

ERIC HAS CONCERN "ONE TOO MANY COLORS" ---WHITE IS PROBABLY THE BEST COLOR FOR THE WALLS.

ERIC INDICATED TO CHECK PERCENTAGES OF COLORS CH. 78 REFERENCE.

INTERIOR HALLWAY COLORS ARE NOT COUNTED AS PART OF THE ELEVATION.

MOST BUILDINGS IN AREA ARE PRIMARY NEUTRAL COLOR, 1 OR 2 PALE PASTEL COLOR, 1 TRIM COLOR.

CONSIDER REDUCING THE BUILDING COLORS, MAYBE ELIMINATE THE PINK UNDERNEATH.

FIRST FLOOR WALL CHANGING TO WHITE IS "FINE" BY ERIC.

ALL IN AGREEMENT

TRELLIS IS GREAT (EP).

STRONGLY CONSIDERING CALLING IT "KEY WEST" ---I LIKE IT, POP OUT IS NICE.

JUST MAKE, SURE IT MEETS CODE (EP).

GAZEBO ON TOP OF THE NE TOWER PROPOSAL.

ACTIVATED ROOF

ENSURE MIN. STANDARDS FOR GUARDRAILS. (EP) LIKES THE MORE MUTED (GREYED) MINT GREEN IN RENDERING.

A LITTLE MORE DULL - ADDS CONTRAST.

ALL AGREE.

TOP FLOOR TRELLISES OVER THE GLASS TO BREAK UP HORIZONTAL GLASS IS LIKED.

BY ERIC.

PAVERS VS CONCRETE IS "UP TO YOU" AND NOT A REQUIREMENT (EP).

YOU'RE INTO WHAT IT'S SUPPOSED TO BE. ERIC.

ISO THEREFOR THE PAVEMENT COLOR IS NOT A BIG FACTOR ANYMORE.

Entry site SCULPTURE/AESTHETIC OPTION IS UP TO US. NOT NECESSARY (ERIC).

THEY ARE GUIDELINES, NOT REQUIREMENTS (ALL IN AGREEMENT).

ERIC SUGGESTIONS: MUTED GREEN, CAP OFF SIDE, PAINT BOTTOM WHITE, COLUMNS DON'T NEED TO BE PAINTED. A COLOR OR CAN BE (OUR CHOICE).

COLORS ARE COMPATIBLE. JUST CHECK THE PERCENTAGES TO SEE IF THEY CHECK OUT AND MEET CODE REQUIREMENTS.

MUTE THE GREEN.

"1 YEAR MINIMUM RENTAL" - MAKE THAT A COMMENT ON SUBMITTAL - (EP).

"WE CONTROL THE PARKING" MAKE THAT A COMMENT (EP).

WE SHOULD GO BACK TO CAB, COMMUNITY OUTREACH BEFORE NEIGHBORS - A LOT OF SINGLE FAMILY HOMES - POSSIBLE FEELING OF ENCRoACHMENT - (EP).

POINT OUT BOTH ADJACENT NEIGHBORS ARE MULTI-FAMILY TOO. WE ARE EVEN WITH MULTI-FAMILY ON THE NORTH - SOUTH PLANE. WE ARE THE ONLY SINGLE FAMILY ON THIS SIDE OF THE STREET (GOOD POINT FROM ERIC).

KNOW OUR NEIGHBORS TO THE NORTH AND EAST.

SIDEWALK IMPROVEMENT IS BEING WORKED ON. WE ARE DOING A NEW FIRE HYDRANT - DWAYNE IS ON THAT.

SINCE THERE IS A LOT OF OLDER STUFF, UPDATING INFRASTRUCTURE CAN HELP.

NO VARIANCES AT THIS POINT.

ERIC DOESN'T LIKE THE TRIANGULAR WINDOW ELEMENT - MAKING TRIANGLE WINDOW RECTANGULAR - ALL IN AGREEMENT.

OPTION - TO GO BACK TO CAB NEXT MEETING AND SAY WHAT DO WE THINK?

RANDY (RB) BUT FEELING IS WE NEED TO UPDATE EVERYTHING FIRST - REMOVE ANY AMBIGUITY?

(RB) WANTS TO PRESENT MOST UP TO DATE MATERIALS.

CAB MEETS FEB 14TH, FEB 28TH.

(RB) ASKED IF THERE ARE ANY FUTURE THOUGHTS OR IDEAS THAT MIGHT POP UP ON COMMENTS THAT WE CAN DISCUSS NOW. ERIC INDICATED WE HAD DISCUSSED ALL THE ISSUES.

(RB) ASKED RAFAELA IF WE HAD TOUCHED ON EACH COMMENT SHE HAD WRITTEN AND IF WE HAD SATISFIED ALL THE COMMENTS WITH THE NEW PROPOSED DESIGN.

(RT) INDICATED SHE WAS LOOKING PAST THE ITEMS DURING THE MEETING AND WE HAD ADDRESSED ALL THE COMMENTS.

(RB) SAID WE REALLY WANT TO GET THE DRC SUBMITTAL TO COME BACK WITH NO COMMENTS SO ANYTHING ELSE WE NEED TO DISCUSS LETS DO IT NOW. SO WE

--- CAN MOVE THIS PROJECT FORWARD. EVERYONE AGREED, agreed.

TIMING: SUBMITTAL BY 2:31 IS GOAL.

2 WEEKS OUT SUBMITTAL IS STANDARD.

MARCH 15TH CAB IS GOAL.

APRIL 3 MEETING FOR PM.

MAY 2ND FOR COMMISSION.

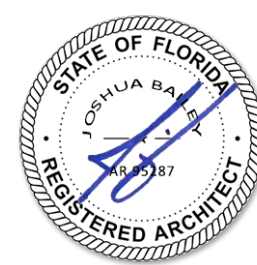
END OF MEETING NOTES

REVISIONS

DATE:	COMM:
10.18.22	21046

DFB APARTMENTS

264 SE 19TH Avenue
Deerfield Beach, FL 33441



Digitally signed by Joshua D Bailey
Date: 2024.04.25 10:22:40-04'00'

SUPPORT DOCUMENTS

SITE PLAN APPROVAL

EXH-03



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-309

Agenda Date: 6/18/2024

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2024-077: APPLICATION 15-B1-204 REV. 2

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The subject site is currently developed with an existing vacant commercial building where the previous use was a retail supply hardware store. The applicant proposes to renovate the existing commercial building into a medical clinic with two (2) distinct uses. One (1) use will be a free-standing urgent care with a drop off area and the other use will be a primary care clinic. The freestanding urgent care will be open 24 hours a day while the primary care clinic will be open from 8:00am to 5:00pm offering primary care services including diagnostics and treatment of health conditions, long term care, promote health and offer preventive services and offer physical therapy. A section of the existing building along the northern portion previously used as the outdoor garden center will be demolished and replaced with the urgent care drop off area with a porte-cochere. Improvements to the associated parking area and landscaping are also proposed.

The building is proposed to be 31 feet 3 inches high, and the maximum height allowed in the B-1 district is 45 feet. The architecture compliments the requirements of the Coastal Community Architectural District with primary materials including silver/anodized standing seam roofs, silver/anodized standing seam canopies, exterior insulation and finish systems (EIFS) and Hardee board.

A trip generation analysis for the proposed redevelopment of the existing retail building was provided. The existing site was occupied by 34,673 square feet of commercial space which generated a total of 1,677 net new external trips. The proposed redevelopment is expected to result in 759 net new external trips which equates to a reduction of 918 net new daily trips, a reduction of 34 net new trips during the A.M. peak hour and a reduction of 50 net new trips during the P.M. peak hour. A traffic impact study was not required as the proposed redevelopment generates less than 500 net new daily trips.

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

On May 8, 2024, the item was heard and unanimously approved by the Community Appearance Board.

On June 6, 2024, the item was heard by the Planning and Zoning Board which unanimously recommended approval of the project.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM HOLY CROSS HEALTH TO REDEVELOP THE EXISTING 34,673 SQUARE FOOT COMMERCIAL BUILDING INTO A 13,523 SQUARE FOOT FREESTANDING URGENT CARE CLINIC AND 10,853 SQUARE FOOT PRIMARY CARE CLINIC AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 340 SOUTH FEDERAL HIGHWAY (APPLICATION NO. 15-B1-204 REV. 2); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 15-B1-204 Rev. 2 (the “Site Plan Application”) has been submitted to the City by Holy Cross Health (the “Applicant”) seeking site plan approval to redevelop the existing 34,673 square foot commercial building into a freestanding urgent care clinic and primary care clinic and associated site improvements on the property located at 340 South Federal Highway, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately 2.42 gross acres of land generally described as 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800, as more particularly described in the file, and located at 340 South Federal Highway, Deerfield Beach, Florida, in the B-1 Zoning District (collectively, the “Property”); and

WHEREAS, the proposed Development includes renovating the existing commercial building on the Property into a free-standing urgent care and primary care clinic consisting of 13,523 square feet of free-standing urgent care space and 10,853 square feet of clinic space, for a total of 24,376 square feet with associated site improvements; and

WHEREAS, the Site Plan Application was previously reviewed by City staff, and on May 8, 2024, the Community Appearance Board unanimously approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted unanimously to recommend approval of the Site Plan Application on June 6, 2024; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated May 10, 2024, all of which conditions are incorporated herein by this reference as conditions of approval and shall be satisfied by the Applicant.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM HOLY CROSS HEALTH TO REDEVELOP THE EXISTING 34,673 SQUARE FOOT COMMERCIAL BUILDING INTO A 13,523 SQUARE FOOT FREESTANDING URGENT CARE CLINIC AND 10,853 SQUARE FOOT PRIMARY CARE CLINIC AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 340 SOUTH FEDERAL HIGHWAY (APPLICATION NO. 15-B1-204 REV. 2); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 15-B1-204 Rev. 2 (the “Site Plan Application”) has been submitted to the City by Holy Cross Health (the “Applicant”) seeking site plan approval to redevelop the existing 34,673 square foot commercial building into a freestanding urgent care clinic and primary care clinic and associated site improvements on the property located at 340 South Federal Highway, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately 2.42 gross acres of land generally described as 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800, and located at 340 South Federal Highway, Deerfield Beach, Florida, in the B-1 Zoning District (collectively, the “Property”); and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

June 3, 2024

Dear Property Owner:

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

P.H. 2024-077: APPLICATION 15-B1-204 REV. 2

Applicant: **HOLY CROSS HEALTH, REPRESENTED BY DANIEL BREITNER**

Proposal: Major site plan application seeking approval to renovate an existing commercial building into a free-standing emergency room and primary care clinic.

Location: The properties are generally described as 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800 and located at **340 SOUTH FEDERAL HIGHWAY**.

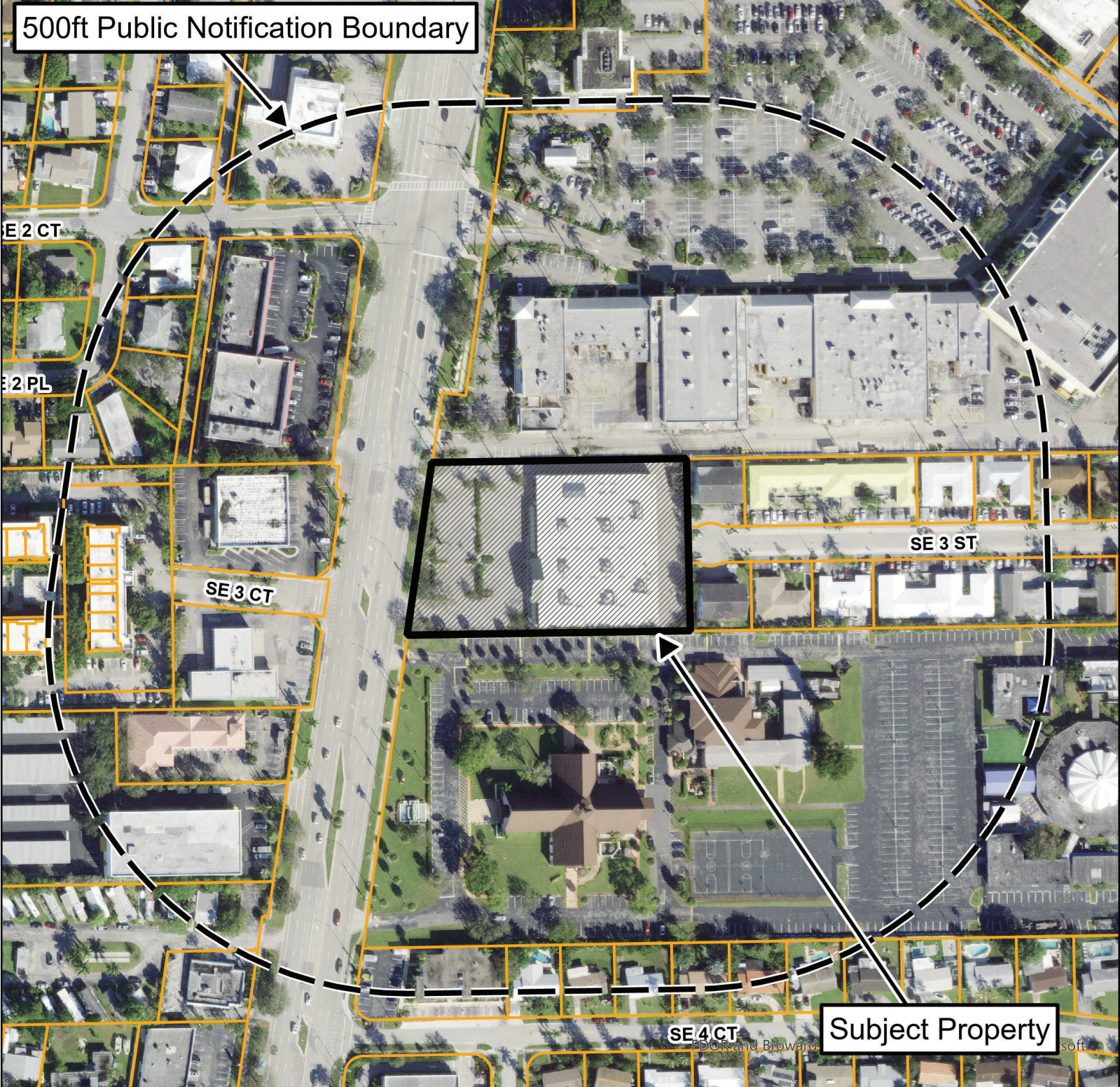
A public hearing will be held on **TUESDAY, JUNE 18, 2024 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas on June 7, 2024 or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Heather Montemayor, CMC, City Clerk

500ft Public Notification Boundary



Public Hearing Notice Map
Application number 15-B1-204 Rev. 2
340 S Federal Highway



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





PUBLIC NOTICE

APPLICATION 15-B1-204-REV. 2

May 17, 2024

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

HOLY CROSS HEALTH **Represented by Daniel Breitner**

Seeking Major Site Plan approval to renovate an existing commercial building into a free-standing urgent care and primary care clinic consisting of 13,523 square feet of free-standing urgent care space and 10,853 square feet of clinic space for a total of 24,376 square feet with associated site improvements, on a 2.06-acre site at the property described as 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800 and located at **340 SOUTH FEDERAL HIGHWAY**.

A public hearing will be held on **THURSDAY, June, 6 2024, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 480-4206.

Eric Power
Director of Planning & Development Services



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	15-B1-204 REV. 2
Project Name:	Holy Cross Health
Applicant:	Holy Cross Health
Agent:	Daniel Breitner
Requested Action/Description:	Major site plan application seeking approval to renovate an existing commercial building into a free-standing urgent care and primary care clinic.
Location:	340 South Federal Highway
Legal Description:	6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800
Size:	2.42 acres (gross) 2.06 acres (net)
Existing Zoning:	B-1 Community Business
Existing Land Use:	Commercial
-	
Future Land Use Plan Designation:	Commercial
Surrounding Land Use and Zoning:	

	<u>Existing Land Use</u>	<u>Zoning</u>
North:	Commercial	B-1 Business, Community
East:	Residential Medium	RM-15 Residential, Multifamily
South:	Community Facility	CF Community Facilities
West:	Commercial	B-2 Business, Highway

Applicable Regulations:	City of Deerfield Beach Land Development Code
Plat Restrictions:	None

Department Comments & Requirements

REQUEST:

The Applicant, Holy Cross Health, is seeking a major site plan approval to renovate an existing commercial building into a free-standing urgent care and primary care clinic consisting of 13,523 square feet of free-standing urgent care space and 10,853 square feet of clinic space for a total of 24,376 square feet with associated site improvements, on a 2.06-acre site at the property described as 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800 and located at **340 SOUTH FEDERAL HIGHWAY**.

BACKGROUND:

The subject site is currently developed with an existing vacant commercial building where the previous use was a retail hardware supply store. The applicant proposes to renovate the existing commercial building into a medical clinic with two (2) distinct uses. One (1) use will be a free-standing urgent care with a drop off area and the other use will be a primary care clinic. The freestanding urgent care will be open 24 hours a day while the primary care clinic will be open from 8:00 am to 5:00 pm offering primary care services including diagnostics and treatment of health conditions, long term care, preventive services, and physical therapy. A section of the existing building along the northern portion previously used as the outdoor garden center will be demolished and replaced with the urgent care drop off area with a porte-cochere. Improvements to the associated parking area and landscaping are also proposed.

The building is proposed to be 31 feet 3 inches high, and the maximum height allowed in the B-1 district is 45 feet. The architecture compliments the requirements of the Coastal Community Architectural District with primary materials including silver/anodized standing seam roofs, silver/anodized standing seam canopies, exterior insulation and finish systems (EIFS) and Hardee board.

A trip generation analysis for the proposed redevelopment of the existing retail building was provided. The existing site was occupied by 34,673 square feet of commercial space which generated a total of 1,677 net new external trips. The proposed redevelopment is expected to result in 759 net new external trips which equates to a reduction of 918 net new daily trips, a reduction of 34 net new trips during the A.M. peak hour and a reduction of 50 net new trips during the P.M. peak hour. A traffic impact study was not required as the proposed redevelopment generates less than 500 net new daily trips.

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

On May 8, 2024, the item was heard and unanimously approved by the Community Appearance Board.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Fire). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Commercial. The Commercial land use category is intended for neighborhood, community and regional commercial enterprises which support the permanent and seasonal populations of the City. The maximum floor area ratio is 1.0. Uses permitted in the Commercial land use category include Health care facilities including hospitals and nursing homes.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the B-1 Community Business zoning district. The proposed renovation complies with all the zoning requirements for the B-1 Community Business zoning district, and the proposed use is a permitted use within that zoning district.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17 (15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

(a) Permitted uses, structures and activities allowed within the zoning category;

All of the proposed uses are permitted in the B-1 Community Business zoning district and the renovated structure is designed to meet all required setbacks and dimensional requirements in the underlying Community Business zoning district.

(b) Building location, dimensions, height and floor area;

The building is existing and the footprint is being reduced in this proposal. The maximum building height in the B-1 zoning district is 45 feet. The commercial renovation proposes a structure at a height of 31 feet 3 inches high, which is the height as measured to the mean level between the eaves and ridges of the tower hipped roof. Certain rooftop improvements are also present such as AC units and mechanical screen walls which do not exceed a height of 26 feet.

The development proposes a floor area ratio of .28 which meets the maximum 1.0 floor area ratio required of B-1 Community Business projects. The maximum lot coverage within the B-1 Community Business zoning district is 50%, while development standards require a minimum of 15% of landscaping. The development proposes 27% lot coverage and 15% landscaping.

(c) Location and extent of parking, access drives and service areas;

Site parking will utilize the existing onsite parking lot layout and construct additional parking along the north side of the site abutting the proposed freestanding urgent care. The Land Development Code requires 91 parking spaces and 91 parking spaces are proposed. The proposed access is two-way drive aisles with ingress and egress onto Federal Highway at the northern and southern portion of the site along the western property line. The trash area location is not changing from its existing location at the northeast corner of the site, is setback 5 from the abutting property lines and is behind a screening enclosure and perimeter landscaping. As is, there is sufficient maneuverability for the garbage truck. The proper turning radii for the fire truck was provided on the site.

(d) *Traffic generation, hours of operation, noise levels and outdoor lighting;*

The proposed commercial renovation did not require review by the City's traffic engineering consultant as there was no significant increase in traffic. A trip generation analysis for the proposed redevelopment of the existing retail building was provided. The existing site was occupied by 34,673 square feet of commercial space which generated a total of 1,677 net new external trips. The proposed redevelopment is expected to result in 759 net new external trips which equates to a reduction of 918 net new daily trips, a reduction of 34 net new trips during the A.M. peak hour and a reduction of 50 net new trips during the P.M. peak hour. A traffic impact study was not required as the proposed redevelopment generates less than 500 net new daily trips.

The site is in a location where noise will be minimal and ambulances entering the site will turn off sirens as they approach and access the site. The proposed outdoor lighting meets code requirements for lighting.

(e) *Alteration of light and air;*

The proposed commercial renovation of the existing structure reduces the existing building's footprint. At the peak height, the building is proposed to be 31 feet 3 inches high, and the maximum height allowed in the B-1 district is 45 feet. The property is surrounded by a mix of uses including commercial, community facility, and multifamily residential to the east. Appropriate screening measures of a 6' block wall and perimeter landscaping are proposed to limit the impact on the surrounding uses. The lighting of the parking lot also meets all Land Development Code requirements.

(f) *Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;*

The proposed development exceeds setback and landscape requirements and meets all perimeter buffer requirements including commercial buffer requirements where abutting residential zoned districts. The landscape and architecture of the building were designed to be compatible with the surrounding buildings and uses.

(g) *Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playground or other facilities which cater to those under 18 years of age;*

As a medical clinic and specialty hospital commercial development, the applicant is not proposing any use or activity that would pose a significant risk to the safety or security to those less than 18 years of age in the 500-foot vicinity.

- (h) *Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches, parks, playgrounds and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and*

The proposed renovation is not proposing any outdoor activity which would pose a significant risk to the safety or security to children that gather in certain public places. The proposed redevelopment includes site improvements to the parking lot and landscaping with no exterior amenities or facilities.

- (i) *Conditions, uses or activities which could pose a significant risk to the safety or security of single-family residences within 500 feet of the lot upon which the use will occur.*

The proposed renovation does not pose a significant safety or security risk to the limited single-family residences within 500 feet of the subject lot.

SUMMARY:

Staff's review of application **15-B1-204 Rev. 2** has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Holy Cross Health	Application No.:	15-B1-204 Rev. 2
Reviewer Name:	Daniel Mantell	Project Address:	340 S Federal Highway
Department / Division:	Planning & Zoning		
Position:	Planning & Zoning Manager		
Date of Review:	4/9/2024		
Submittal No.:	3		

A. GENERAL COMMENTS:

		GENERAL COMMENTS:
1.		The Project coordinator, Daniel Mantell, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1a.		Comment acknowledged
2.		Prior to resubmittal, contact Daniel Mantell, Planning and Zoning Manager, and Ruthie Justino at dmantell@deerfield-beach.com and rjustino@deerfield-beach.com to schedule a Development Review Committee (DRC) meeting.
2a.		Comment acknowledged
3.		The initial site plan application fee includes the first review plus two resubmittals. Per Section 98-13(b)(4) and as provided in the City's fee schedule (Resolution 2018/194), any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter which will be \$780.00
3a.		Comment acknowledged
4.		Per Section 98-14(f), An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
4a.		Comment acknowledged
5.		All resubmittals shall be provided with a written narrative responding to all comments. Provide acknowledgement of comments where applicable.
5a.		Comment acknowledged

Development Plan Application Comments

6.	Per Section 98-13(8)(j), The attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
6a.	Comment acknowledged
7.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.
7a.	Comment acknowledged. Kimley Horn is coordinating with Broward County, will provide approval, if required, prior to building permit.
8.	Contact Broward County Resilient Environment Department, Urban Planning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPlans@broward.org for the issuance of the Transportation Concurrency Certificate and Environmental Certificate.
8a.	Comment acknowledged. Kimley Horn is coordinating with Broward County accordingly. Submittal to them will be made along with DRC submittal. Approval will be provided prior to building permit
9.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is encouraged to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant should invite all properties within 500 feet of the subject site. If a meeting is held, provide Planning and Development Services staff with the meeting details for record on the file
9a.	Comment acknowledged
10.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
10a.	Comment acknowledged
11.	Per Sec. 98-35, All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
11a.	Comment acknowledged
12.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice. The Certificate of Concurrency Letter shall not be issued until all associated fees are paid.
12a.	Comment acknowledged

Development Plan Application Comments

13.	Per Section 98-14(j), Expiration or extension of site plan approval. A site plan approval shall expire 18 months following the date of approval unless a building permit for a principal building as required by the Florida Building Code, has been issued to the applicant and kept in force so that work is proceeding towards a completion of the site and project in a commercially reasonable time.									
13a.	Comment acknowledged									
14.	A cost recovery deposit may be required for traffic, legal and noise services dependent upon the required trip generation analysis and the use of the site. In addition to the required trip generation analysis, provide a narrative describing how the emergency area will be used and how emergency vehicles will not exceed the maximum decibel levels, cost recovery deposit for noise services may be needed. A cost recovery deposit of \$XXXX for XXXX (traffic, legal, noise) services is required to be paid by the Applicant per Ch.98, Art. VII of the Deerfield Beach Land Development Code. The deposit is to be made payable to the City of Deerfield Beach. Payment is required prior to the next review or the submittal will be considered incomplete. For the entirety of the project, the applicant must have a positive balance of not less than \$300.00 in their cost recovery account. At any time, the applicant's account is below this amount, the applicant will be required to deposit additional funds as needed.									
14a.	Comment acknowledged									
15.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. <table><tr><td>1.</td><td>Fire Rescue</td><td>\$</td></tr><tr><td>2.</td><td>Police</td><td>\$</td></tr><tr><td>3.</td><td>Parks</td><td>\$</td></tr></table>	1.	Fire Rescue	\$	2.	Police	\$	3.	Parks	\$
1.	Fire Rescue	\$								
2.	Police	\$								
3.	Parks	\$								
15a.	Comment acknowledged									
16.	Applicants are required to compensate the city for any costs associated for reviews made by a City consultant for items such as traffic and noise. The Certificate of Concurrency Letter shall not be issued until all associated fees are paid.									
16a.	Comment acknowledged									
17.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.									
17a.	Comment acknowledged									
18.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.									
18a.	Comment acknowledged									
19.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Resilient Environment Department, Urban Planning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPLans@broward.org									
19a.	Comment acknowledged									
20.	Be advised that based on the corrections requested, additional DRC comments may be forthcoming following resubmittal.									

Development Plan Application Comments

20a.	Comment acknowledged
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B. APPLICATION COMMENTS:	
1.	Per Section 98-13(b)(8), The applicant is required to provide the development plan in the required sheet order. Revise the plan sheets to be in the following order: Cover Page, Survey, Site Plan, Site Plan Details (as needed), Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan. Reorganize the sheets accordingly to be in the correct order. The overall furniture and equipment plan should be flipped with the exterior elevations sheet. Additionally, provide a floor plan with dimensions.
1a.	Comment still applies. The engineering plans need to be an entirely separate set – conceptual engineering plan guidelines. As supplied, the conceptual engineering sheets have been attached as part of the architectural site plan set. Separate accordingly. A civil site plan is not needed, only architectural.
1b.	Comment addressed.
2.	Per Section 98-13(b)(5), Provide disclosure affidavits for all owners and representatives acting on behalf of the application. Only one disclosure affidavit document was submitted by Gregory Melanson. Provide executed disclosure affidavit from property owner and other authorized agents/applicants on this project.
2a.	Comment still applies. The provided disclosure affidavits are incomplete and must be filled out in their entirety – address all criteria questions.
2b.	Comment addressed.
NEW COMMENTS 2/28/2024	
3.	Remove the civil site plan. Only an architectural site plan is needed.
3a.	Comment addressed.

C. COVERPAGE:	
1.	Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
1a.	Update the project description so that it reads correctly. As provided, the project description states - "The project consists of the construction of the renovation of an existing commercial...". Update to read properly – "The project consists of the renovation of an existing commercial..."
1b.	Comment addressed.
2.	Per Section 98-13(8)(a)(6) Provide the revision date.
2a.	Comment still partially applies. Within the title block add a header title "Revisions" and include the DRC # to accompany the revision date.
2b.	Comment addressed.

Development Plan Application Comments

D. SURVEY

1.	Both gross and net site area calculations were not provided. Per Section 98-13(8)(b)(1) provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage, illustrating and clearly identifying all boundary lines. Gross acreage includes one-half of the right-of-way abutting the subject property.
1a.	Comment addressed.
2.	Per Code section 98-13, a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances is required. The title policy reflected on the survey is dated February 27, 2017.
2a.	Comment addressed

E. SITE PLAN AND SITE PLAN DETAILS:

1.	Per Section 98-16, It shall be the obligation of the owner of any property upon which improvements have been made pursuant to an approved development plan to maintain said property in a manner consistent with the development plan. Maintenance shall include, but not be limited to painting, repair, replacement of broken or missing items, cleaning, resurfacing and restriping of parking areas, broken or inoperable exterior light fixtures or reconstruction of substandard or deteriorated buildings.
1a.	Comment addressed.
2.	Remove from the site plan unnecessary details which include but not limited to the following: plumbing/sewer line details, utility line details, landscaping.
2a.	Comment addressed
3.	The existing pylon sign is nonconforming and must be removed. The replacement of legal non-conforming signs is eligible for incentives per code section 102-13(10). 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.
3a.	Comment addressed. Existing sign to be removed and new sign to be installed.
4.	Per Section 98-13(8)(c)(5) Provide details for all proposed fences and walls, including location, construction material, dimensions, setbacks, and height. Provide additional details as it relates to the proposed generator screen wall.
4a.	The 11' tall generator enclosure exceeds the maximum allowable height. Per Section 98-77, the maximum allowable height is eight feet.
4b.	Comment addressed.
5.	Per Section 98-13(8)(c)(7), Provide existing and proposed light pole locations. Additionally, provide consistency across all referenced sheets as it relates to the existing and proposed light pole locations.

Development Plan Application Comments

5a.	Comment still applies. All of zonings comments regarding site plan corrections must made to the architectural site plan.
5b.	Comment addressed.
6.	Per Section 98-13(8)(c) (11) Provide pedestrian circulation and ADA compliant access to the rights-of-way. Provide pavement markings accordingly.
6a.	Comment still applies. All of zonings comments regarding site plan corrections must made to the architectural site plan.
6b.	Comment addressed.
7.	Per Section 98-13(8)(c) (12) Provide adequate accessibility of proposed roadways for emergency vehicles, fire engines, garbage service, and any necessary delivery service.
7a.	Comment addressed.
8.	Per Section 98-13(8)(c) (13) Provide the location of all existing and proposed fire hydrants.
8a.	Comment addressed.
9.	Per Section 98-13(8)(c) (16) as it relates to the site data table: • Per code section 98-61, at minimum the site as a whole must maintain 15% minimum landscaped area. • Maximum height of all buildings (proposed). As provided, the site plan only indicates the existing building height. Provide the proposed building height. • Provide a square footage breakdown of the proposed FAR. The FAR is calculated by dividing gross floor area by the net lot area. As provided, it appears the FAR calculation is utilizing the gross lot area. • Provide clarity regarding the proposed lot coverage total and the proposed use area totals. While the lot coverage total reflects 25,046 SF the proposed use square footage totals 24,400 SF (Freestanding Emergency Department of 13,240 SF Medical Clinic of 11,160 SF). Provide clarity why these totals (lot coverage vs use are totals) are not matching. • Provide a further breakdown of the total number of access spaces broken down into standard spaces (20'x10'), compact spaces (18'x9') and ADA spaces. Per code section 98-88(n)(2), for commercial uses in any zoning district allowing such uses, commercial compact spaces may be provided in an amount not to exceed 50 percent of the total parking spaces provided on the site; except within a designated Community Redevelopment Area, commercial compact spaces may not exceed 75 percent of the total parking spaces provided on the site. • Provide a further breakdown showing that the parking requirements for Emergency department are being. In doing so, provide a breakdown into the total bed count and remaining floor area. Per schedule B – Off-street parking requirements, (31) Hospital, specialty—One space for each two patient beds and one space for each 400 square feet of remaining floor area.

Development Plan Application Comments

9a.	Portion of initial comments still apply: - The minimum landscaped area should be calculated using the existing net lot area of 89,808 square feet. As shown, the existing total site area is 89,808 square feet while the “proposed total site area” states 90,139 square feet. The net lot area shouldn’t be increasing. - The proposed building height displayed in the site data table shall be consistent with the proposed building height shown on the elevation renderings. Adjust accordingly and provide consistency. Per code section 98-3, building height means the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs. - Comment still applies. Provide a square footage breakdown of the proposed FAR within the FAR section of the site data table. The FAR is calculated by dividing gross floor area by the net lot area. Such information must be provided on the architectural site plan. - Portion of comment still applies. Include the exterior wall square footage within the lot coverage portion of the site data table so that the totals add up to the total square footage of 25,117 square feet. - Provide a further breakdown of the total number of access spaces broken down into standard spaces (20’x10’), compact spaces (18’x9’) and ADA spaces. Per code section 98-88(n)(2), for commercial uses in any zoning district allowing such uses, commercial compact spaces may be provided in an amount not to exceed 50 percent of the total parking spaces provided on the site; except within a designated Community Redevelopment Area, commercial compact spaces may not exceed 75 percent of the total parking spaces provided on the site. Provide such information on the architectural site plan.
9b.	- Comment addressed. - Comment addressed. - Comment addressed. - Comment addressed. - Comment still applies. The parking breakdown in the site data table conflicts with parking shown on the site plan. Adjust accordingly. Per my calculation, the site plan displays 36 standard parking spaces and 48 compact parking spaces (based on the provided dimensions reflected on the site plan). The parking breakdown in the site data table must be consistent with the parking shown on the site plan.
9c.	Comment addressed.
10.	Per Section 98-13(8)(c)(2) Parking spaces, and driveways, including location, dimensions, setbacks, ADA compliance and location of loading zones. Provide the dimensions of all parking stalls. Additionally, provide the location of off-street loading berths. Based on a total building area of 24,400 square feet, one berth will be required.
10a.	Portion of initial comment still applies. Provide the driveway and parking stall widths on the architectural site plan. Per schedule C, two-way drive aisles with 90-degree parking requires a minimum width of 23’.
10b.	Comment addressed.
11.	Remove the parking stall hatching and replacing with standard line indications and provide dimensions of all parking stalls on site.
11a.	Comment addressed.

Development Plan Application Comments

12.	Provide consistency across all proposed parking stall striping, whether it be single- or double-line striping the site as a whole must be consistent.
12a.	Comment addressed.
13.	Per Section 98-88(f), Each parking space required and provided pursuant to the provisions of this article shall be distinguished and separated from adjoining parking spaces by means of three-inch painted stripes. It shall be the responsibility and obligation of the owner or operator of any building, structure or use affected by this article to maintain such identification markings so that parking spaces at all times are distinguishable from one another. Add accordingly as a site note
13a.	Comment addressed.
14.	Per Section 98-88(n), Standard and compact parking spaces shall meet the requirements of Schedule C for size and configuration.
14a.	Provide such dimensions on the architectural site plan as indicated in comment 10.
14b.	The site plan sheet DF AN-030 provides conflicting notations as it relates to the proposed parking. Many of the parking rows contain a notation indicating "Regular Parking Spaces" but also have notations indicating "Prop compact parking". Compact parking stalls are stalls which are 9'x18', standard parking stalls are 10'x20'. Adjust accordingly and ensure the parking number counts are accurate. The parking row in the rear provides conflicting notations, one notation indicates 15 parking spaces the other indicates 18. Adjust accordingly.
14c.	Comment addressed.
15.	Label any proposed compact spaces on the site plan as such.
15a.	Portion of initial comment still applies. Provide such labeling on the architectural site plan.
15b.	Comment still applies. Ensure the labeling is consistent as it relates to the compact parking stalls and standard parking stalls. As provided, sheet DF AN-030 provides inconsistent notations throughout the parking area as it relates to the dimensions and parking stall type.
15c.	Comment addressed.
16.	Per Section 98-13(8)(c) (14) Provide the location of freestanding signs with setback measurements. Provide all freestanding sign setbacks accordingly.
16a.	Portion of initial comment still applies. Provide such details on the architectural site plan.
16b.	Comment addressed.
17.	Provide the setback measurements from the property lines to the proposed canopies. Provide the dimensions for the canopies. Ensure the square footage of the canopies are included in the site data chart. Provide detail of the canopies, color and material on separate detail sheet. It appears the canopies on the south side of the building encroach very close to the south property line.
17a.	Portion of initial comment still applies. Provide such details on the architectural site plan.
17b.	Comment addressed.
18.	Per Section 98-77(3), Where any non-residential use directly abuts a residential zone, it shall be screened from the adjoining residential zone or use by a solid, concrete block wall at least six feet but not more than eight feet in height. Said wall shall be located completely within the limits of the nonresidential lot and shall have equal architectural treatment on both sides with the final product to be painted stucco and finished the same as the principal building on the site. Provide detail of the wall on the site detail sheet, demonstrating construction material, color, dimensions, and height in compliance with this section. Per the plans, the existing wall is 5' high.
18a.	Comment addressed.

Development Plan Application Comments

19.	Provide details of any proposed exterior site furniture.
19a.	Comment addressed.
20.	Demonstrate directional/wayfinding sign locations. Provide detail of way finding signs. An enter/exit sign to the site from Federal Highway should be considered.
20a.	Comment addressed.
21.	Label all existing stop signs and other traffic control signs and pavement markings.
21a.	Portion of initial comment still applies. Provide such details on the architecture site plan.
21b.	Comment addressed.
22.	The proposed handicap stall is shown to be concrete. The site as a whole must maintain consistency in the use of asphalt or concrete.
22a.	Comment addressed.
23.	Consider redesigning the cross access/ADA access to the site so that it's a straight line versus the proposed staggered design.
23a.	Comment addressed. Applicant will maintain the existing ADA access design.
NEW COMMENTS 2/28/2024	
24.	All of zonings comments regarding site plan corrections must made to the architectural site plan.
24a.	Comment acknowledged.
25.	Provide clarity regarding the total site area displayed in the lot coverage table. The existing net lot area is 89,808 square feet while the proposed site area is increasing to a proposed total of 90,139 square feet. The net lot area shouldn't be altering. Provide clarity why the total site area is changing.
25a.	Comment addressed.
26.	Provide all site signage information on a separate sign detail sheet.
26a.	Comment addressed, provided for on the site plan.
27.	Provide dimensioning for signs D1, D2, and B from the property line.
27a.	Comment addressed, provided for on the site plan.
28.	Signs A, D1 and D2 (directional signs) appear to be larger than what the code allows. Per 102-8(f)(4), maximum area of these signs shall be 2 sq. ft.
28a.	Comment addressed, provided for on sheet DF A-200.
29.	For sign B (freestanding monument sign), provide additional dimensions for the upper portion of the sign structure (above the plinth) as well as the height of width of the text and graphics contained on the sign structure.
29a.	Comment still applies. The provided dimensions are not legible. Adjust accordingly.
29b.	Comment addressed.
NEW COMMENTS 4/9/24	
30.	Explain what the random lettering is on top of the building footprint on sheet DF-AN-030. Remove accordingly.
30a.	Comment addressed.
31.	To ensure more compact electronic file size, please remove the background aerial on sheet DF-AN-030
31a.	Comment addressed.

Development Plan Application Comments

F.

ELEVATIONS:	
1.	Per Section 98-13(8)(d)(1), Provide scale drawing illustrating all elevations of all principal and accessory buildings and structures, including color, surface materials and texture. Review of Chapter 78-7(b), Building Design Standards should be reviewed to ensure all criteria have been met. (i.e. minimum of two building materials and colors, transparent features, way finding signs etc.). Colors for painted EIFS, rafter ends, and horizontal hardee board not provided.
1a.	Portion of comment still applies. Provide colored elevations renderings.
1b.	Comment addressed.
2.	Per Section 98-13(8)(d)(2), Provide the general location of building wall signs and conceptual monument sign. No monument sign detail provided. Provide conceptual monument sign part of the site detail sheet with dimensions. The maximum size allowed for the freestanding sign varies in relation to the setback. Remove signage off the building elevations and only indicate the general location of the building signs with a dashed line showing overall area. Provide a note on the elevation plan stating that all signs require a separate building permit. All signage must comply with Chapter 102 of the Land Development Code.
2a.	Portion of comment still applies. The general location of the wall's signs shall be centered both vertically and horizontally on the sign band. As provided, the central and southern wall signs appear to be hanging over multiple surfaces. Adjust accordingly so that the sign is shown over a singular sign band and centered accordingly.
2b.	Comment addressed.
3.	Per Section 98-13(8)(d)(4), Show the height of all buildings, overhangs, and canopies. As it relates to the proposed canopies, must provide a minimum 14-foot height clearance for fire access. Note: Section 98-3, <i>Building height</i> is defined as “the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.”
3a.	Comment addressed.
4.	Per Section 98-13(8)(d)(3) Show the location of all mechanical equipment showing adequate concealment. As proposed, the elevation renderings show visible mechanical equipment.
4a.	Comment still applies. The north, south, and east elevation renderings still indicate that the rooftop mechanical equipment is visible to view.
4b.	Comment addressed.
5.	Provide clarity why the rooftop screen walls are staggered in their design and not a solid continuous wall? Additionally, provide why such screen walls are not concealing all of the rooftop mechanical equipment, as required.
5a.	Staff strongly recommends the proposal of one continuous screen wall rather than multiple staggered screens.
5b.	Comment acknowledged. Applicant is sticking with the initial staggered design scheme.
6.	Provide the projection distance of all roof overhangs and canopies into the required setback areas. Provide setback dimensions accordingly.
6a.	Portion of comment still applies. Provide the projection distance of all roof overhangs on the architectural site plan.
6b.	Comment addressed.

Development Plan Application Comments

7.	Provide detailed labeling for all rooftop protrusions shown on the elevation plans. The east, north and south elevation renderings show a pencil like protrusion which is not clearly labeled. Provide clarity.
7a.	Comment addressed.
8.	Clarify why the storefront of the physical therapy area will be windowed to the extent proposed.
8a.	Comment addressed.
NEW COMMENTS 2/28/2024	
9.	Provide the method of support for the screen walls. Indicate such method of support on both the elevation renderings and the rooftop plan in addition to a supplementary cross section rendering. Such method of support cannot be visible to view from the ground.
9a.	Comment addressed.

G.

FLOOR PLAN:	
1.	Per Section 98-13(8)(e)(1) Show the complete dimension of each room on all floors, including rooftop activation (if proposed), labeling any permanent feature.
1a.	Comment still applies. Show complete dimensions for all rooms.
1b.	Comment addressed.
2.	Per Section 98-13(8)(e)(2) Provide the proposed uses, with different parking ratios must be clearly defined and consistent with site data table.
2a.	Comment addressed.
3.	Clarify on the floor plans what the “ED” stands for. Is this meant to be “ER”? Adjust accordingly.
3a.	Comment addressed. “ED” standards for “Emergency Department
NEW COMMENT 2/28/2024	
4.	Provide consistency as it relates to the provided square footage totals in the site date table. While the site parking tables states 10,853 square of medical clinic the site plan itself indicates a square feet total of 11,160. Provide clarity why these totals are different or update to provide consistency.
4a.	Comment addressed.

H.

LANDSCAPE PLAN AND DETAIL REQUIREMENTS COMMENTS:	
1.	As reflected in the comments provided by the City Arborist, “Existing plant material outside of project impact area to remain undisturbed” is not a valid claim. Submit a full set of landscape plans, including but not limited to a tree survey and disposition plan. Comments will be forthcoming on resubmittal.
1a.	Comment addressed.
2.	Remove the note “Hardscape area by others” and identify the proposed material.
2a.	Comment addressed.
3.	Remove the bold areas that outline the areas of work, as the entire site is within the scope of work.
3a.	Comment addressed.

Development Plan Application Comments

4.	Per Section 98-13(8)(f)(1) Provide a plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking and lighting. As provided, it appears there are proposed light poles which are shown on the landscape plans but not on the site plan. Provide clarity and consistency across all applicable sheets.
4a.	Comment addressed.
5.	Per Section 98-13(8)(f)(7) Provide the location and label existing and proposed fire hydrants and Fire Department check valves.
5a.	Comment addressed.
6.	Per Section 98-13(8)(f)(8) Provide the location and dimensions of all easements and above ground utility lines, FPL boxes and other related structures. Label accordingly on the landscape plan.
6a.	Comment addressed.
7.	Per Section 98-13(8)(f) (10) Provide the proposed conceptual grading plans containing, existing and proposed spot grades, drainage flow arrows at all building corners, roadways, parking lot corners, pedestrian walks and existing landscaping. Additionally, provide existing or proposed berms contours of heights and slopes of not less than 3 to 1.
7a.	The engineering plans need to be an entirely separate set – conceptual engineering plan guidelines. As supplied, the conceptual engineering sheets have been attached as part of the site plan set.
7b.	Comment addressed.
8.	Per code section 98-80, at least one landscaped interior island shall be provided for every ten parking spaces.
8a.	Comment addressed

I. IRRIGATION PLAN:

1.	Per Section 98-13(8)(g)(4) Provide an indication of methods used to achieve compliance with the University of Florida's "Florida Friendly Landscaping Guide to Plant Selection and Landscape Design" as required by F.S. § 373.185, unless provided for herein.
1a.	Comment addressed
2.	Per Section 98-13(8)(g)(6) Provide the location and label existing and proposed fire hydrants and Fire Department check valves.
2a.	Comment addressed
3.	Per Section 98-13(8)(g)(7) Provide the location and dimensions of all easements and above ground utility lines, FPL boxes and other related structures.
3a.	Comment still applies. Additionally, remove the verbiage within your correction response comment that states "Irrigation plan not included within DRC package". Irrigation plans have in fact been provided and are a requirement at this time. Remove such verbiage from all other correction response comments accordingly.
3b.	Comment addressed.

J. PHOTOMETRIC COMMENTS:

1.	Per Section 98-13(8)(h)(1), Provide a plan scaled consistently with the site plan, showing all buildings, structures, landscape areas and on-site parking. As provided, it appears there are proposed light poles which are shown on the photometric plans but not on the site plan. Provide clarity and consistency across all applicable sheets.
1a.	Comment still applies. The photometric plan is not consistently scaled with the site plan. Adjust accordingly.

Development Plan Application Comments

1b.	Comment addressed.
2.	Per Section 98-13(8)(h)(4) Provide the location of all existing and proposed easements, notating any above ground utility lines.
2a.	Comment addressed

K. ADDITIONAL/MISCELLANEOUS COMMENTS:

1.	Provide a demolition plan.
1a.	Comment addressed
2.	Provide existing elevation renderings.
2a.	Comment addressed
3.	Per Sec. 98-17(2) provide a trip generation analysis for the proposed use by a certified traffic engineer in accordance with the ITE Trip Generation Manual. Upon receipt, review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable.
3a.	Comment addressed.
4.	Provide a notation on plans: "All Mechanical Equipment located on the roof will be fully screened from adjacent street view and buffered to eliminate noise".
4a.	Comment addressed



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Holy Cross Health	Application No.:	15-B1-204
Reviewer Name:	Harold Hoyte	Project Address:	340 S Federal Hwy.
Department / Division:	Landscape		
Position:	Urban Forester		
Date of Review:	4/8/24		
Submittal No.:	3		

A. LANDSCAPE PLAN:	
1.	The submitted site and landscape plans are part of a larger site, as shown on sheet L-100. Limited general comments can be made at this time. Note, "Existing plant material outside of project impact area to remain undisturbed" is not a valid claim. Submit a full set of landscape plans, including but not limited to a tree survey and disposition plan. Comments will be forthcoming on resubmittal.
1.a	Comment addressed 2/27/24
2.	Tree and palm conditions rating shall be shown as a percentage. Those 60% and below shall be removed and mitigated. Per Section 98-16 the condition of existing plant material for the entire site is required.
2.a	Comment addressed 2/27/24
3.	Per Section 98-81(2)(b) mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees that cannot be mitigated on site, the applicant will have to pay into the Tree Preservation Trust Fund. For payment made into the fund for trees that cannot be reasonably placed on-site, see Section 98-81(2) (c), the calculation is "\$200 per three inches of caliper". Note on a plan which mitigation option is chosen and the monetary balance to be paid to the Beautification Fund.
3.a	Comment addressed 2/27/24
4.	Existing trees removed from the site must be mitigated per Section 98-81 (h). The plans submitted show the removal of an existing tree on the parcel, however, they do not show the mitigation calculation. Mitigation for non-specimen trees is 1.5 times the existing canopy. Trees and palms over and above those required shall count to reduce mitigation.
4.a	Comment addressed 2/27/24
5.	Specify palms by GW or CT (for Sabals), not overall height. Note, only trees and palms adhering to Section 98-80 (k) (11) will count toward landscape requirements.

Development Plan Application Comments

5.a	Comment addressed 2/27/24
6.	Add a tree inventory/ disposition plan and chart for the entire site. Use the existing tree survey to include, height, spread, diameter at breast height (DBH), and condition (as a percentage).
6.a	Comment addressed 2/27/24
7.	Tree and palm conditions rating shall be shown as a percentage. Those 60% and below shall be removed and mitigated.
7.a	Comment addressed 2/27/24
8.	Add a 5' buffer along the project area to buffer adjacent property.
8.a	Comment addressed 2/27/24
9.	Add 1 interior island per Section 98-80 (e)(9); one every 10 cumulative spaces.
9.a	Comment addressed 2/27/24
10.	Add 1 terminal island tree and 20 shrubs per Section 98-80 (e) (8) and (11).
10.a	Comment addressed 2/27/24
11.	Per Section 98-80 (i) add interior sight triangles for interior.
11.a	Comment addressed 2/27/24
12.	Add labels to the landscape plan including light poles, sidewalks, drives, parking, and other elements.
12.a	Comment addressed 2/27/24
13.	Per Section 98-80 (e) (12) add light pole offsets to the landscape plan. Adjust poles to avoid conflicts with existing trees.
13.a	Comment addressed 2/27/24
14.	Remove the note "Hardscape area by others" and identify the proposed material.
14.a	Comment addressed 2/27/24
15.	Remove the bold areas that outline the areas of work, as the entire site is within the scope of work.
15.a	Comment addressed 2/27/24
	<u>New Comments:2/27/24</u>
16.	Per Section 98-80 (e)(3)(c), add FDOT sight triangles for Federal Highway egresses.
16.a	Comment addressed 4/8/24.
17.	Identify all trees and palms on the Tree Disposition Plan.
17.a	Comment addressed 4/8/24.

B. IRRIGATION PLAN:

1.	Add general irrigation details, the rain sensor's location, and its detail.
1.a	Comment addressed 2/27/24



DEVELOPMENT REVIEW COMMITTEE

Project Name:	HOLY CROSS HEALTH	Application No.:	15-B1-204 REV 2
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	02/06/24		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 7TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018.
1.	
	<u>ADDRESSED</u>

B. SITE PLAN:

1.	DEMONSTRATE TURNING RADIUS OF 38FT INSIDE AND 50FT OUTSIDE RADIUS THROUGHOUT ALL FIRE DEPT ACCESS AREAS/LANES
	ADDRESSED
2.	A SINGLE EXTERIOR DOOR PROVIDING ACCESS TO THE INTERIOR OF ANY BUILDING MUST BE LOCATED WITHIN 50 FT OF A FIRE DEPT ACCESS ROAD
	ADDRESSED
3.	PROVIDE LOCATION FOR KNOX BOX
	ADDRESSED
4.	VERTICAL CLEARANCE OF 14 FT MINIMUM ARE REQUIRED (CANOPY)
	ADDRESSED
5.	"NO PARKING" SIGNAGE, PAINTED CURBS AND /OR FIRE LANE STRIPPING REQUIRED FOR FIRE LANES, FIRE DEPT ACCESS ROADS AND IN FRONT OF THE FIRE DEPT CONNECTION REQUIRED

Development Plan Application Comments

	ADDRESSED
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DEVELOPMENT REVIEW COMMITTEE

Project Name:	Holly Cross Health Major Site Plan	Application No.:	15-B1-204 Rev. 2
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	01-16-24		
Submittal No.:	3		

A.

Site Plan:	
1.	No Site Plan related comments.
1.a	No Site Plan related comments
1.b	No Site Plan related comments

Conceptual Engineering Plan Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Holly Cross Health Major Site Plan	Application No.:	15-B1-204 Rev. 2
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	04-08-24		
Submittal No.:	3		

A. CONCEPTUAL ENGINEERING PLAN:

1.	Move the proposed domestic water meter assembly back, to be located at the property line, inside the existing 20' Utility Easement of record.
1.a	The unsigned Boundary and Topographic Survey prepared by Stoner Surveyors and Mappers dated 9/6/23 does not show the Utility Easement for the existing Fire Hydrant, the existing Fire Backflow Assembly and the proposed Domestic Water Service and Meter as depicted on the Engineering Plans. If this Utility Easement indeed exists, please, have your surveyor identify it on the Survey, including public records reference.
1.b	COMMENT ADDRESSED
2	Ensure all required permits from County and State agencies are secured for the 8" DIP Fire Main extension are obtained prior to City's Engineering Permit approval is issued.
2.a	COMMENT ADDRESSED

B. ADVISORY COMMENTS:

1.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD.
1.a	ACKNOWLEDGED

ENVIRONMENTAL SERVICES DEPARTMENT

2.	All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT. Civil Engineering Plans must include, as applicable, the following: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition
2.a	ACKNOWLEDGED
3.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
3.a	ACKNOWLEDGED
4.	Prior to issuance of a Certificate of Occupancy, all applicable Water and Sewer connection fees will be paid as stipulated in the City of Deerfield Beach Code Sections 70-132 and 70-75.
4.a	ACKNOWLEDGED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Holy Cross Health, Major Site Plan	Application No:	15-B1-204 Rev-2
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	04/01/2024		
Submittal No:	Submittal 3		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 340 S. Federal Hwy. Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacle.
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DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: FREESTANDING EMERGENCY AND OUTPATIENT CENTER DEERFIELD

Property Owner: -----

Applicant (if different from Owner): HOLY CROSS HEALTH ATTN: BREA ELLES

Agent (if different from Owner/Applicant): Nelson Worldwide Architecture ATTN: Daniel Breitner

Address of Property: 340 S Federal HWY, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision): -----

SECTION 06 TOWNSHIP 48 RANGE 43 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800

Description of Project: THE PROJECT CONSISTS OF THE CONSTRUCTION OF THE RENOVATION OF AN EXISTING BUILDING INTO A MEDICAL CLINIC WITH 2 DISTINCT TENANTS. A PORTION OF THE BUILDING WILL BE DEMOLISHED. 1 TENANT WILL BE A FREE STANDING EMERGENCY ROOM AND MET ALL REQUIREMENTS FOR HOSPITAL CONSTRUCTION. THE OTHER TENANT WILL BE A PRIMARY CARE CLINIC

New Development (Y/N):	<u>No</u>	Modification to Existing Development (Y/N):	<u>Yes</u>
Zoning District:	<u>B-1</u>	Future Land Use Category:	<u>Commercial</u>
Existing Use:	<u>Retail</u>	Proposed Use:	<u>Clinic, Medical</u>
Lot Area (acres):	<u>2.06</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>34735</u>	Sq. Ft. of Structure (proposed):	<u>25,106</u>

Agent Signature: Daniel Breitner

Name Printed: Daniel Breitner

Address: 3081 Salzedo St.
Coral Gables, FL 33134

Telephone: 786-975-2460

Email: Dbreitner@nelsonww.com

Owner Signature: Gregory Melonson

Name Printed: Gregory Melonson

Address: 2950 Ft. Charles Dr.
Naples, FL 34102

Telephone: Grmvine@gmail.com

Email: Grmvine@gmail.com

INTERNAL USE ONLY:

SUBMITTAL DATE: _____

REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)		Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (Nonres) \$1000 + \$40/acre + \$10/unit (Res) \$550 (Note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$300					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.



November 1, 2023

Planning & Development Services
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441

RE: *Holy Cross Deerfield Free Standing Emergency Department (FSED)*
340 S Federal Highway
Deerfield Beach, Florida 33441

Please allow this letter to serve as a general description of the proposed improvements to the site referenced above. Holy Cross Deerfield FSED is a ±2.06-acre site located at 340 S Federal Highway in Deerfield Beach, Florida. The project consists of the construction of the renovation of an existing commercial building into a medical clinic with two (2) distinct tenants. A portion of the building will be demolished. One (1) tenant will be a free-standing emergency room and met all requirements for hospital construction. The other tenant will be a primary care clinic.

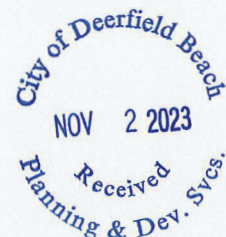
Upon your review, kindly confirm the require documents for City review and approval of this project.

Should you have any questions, please contact me carlos.florian@kimley-horn.com or by phone at (954) 716-8826.

Sincerely,

A handwritten signature in blue ink, appearing to be 'C. Florian', written over a faint circular stamp.

Kimley-Horn & Associates, Inc.
Carlos Florian, P.E.



March 6, 2024

TO: Broward County Building Officials for the City of Deerfield Beach

RE: Holy Cross Health, Inc. FEI/EIN Number 59-0791028

PROJECT NAME: Freestanding Emergency & Outpatient Center Deerfield

Dear Sir/Madam:

This is to specify that the following individuals are designated to serve as agents of Holy Cross Health for the purpose of filing documents such as Building Permit Applications and Notices of Commencement with the local City/County agencies having jurisdiction for Holy Cross Health, Inc.

Approved Agents for Holy Cross Health, Inc.:

- Brea Elles – Construction Project Manager
- Adrian Parks – Director, Facilities, Design/Construction and Security
- Daniel Breitner – Senior Architect at Nelsonwide

Sincerely,



Mark Doyle
President & CEO





DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

none

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

none

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

none

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

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

I, Daniel Breitner, have received a copy of the ordinance and understand the ordinance requirements.

Applicant



3/7/24

Date

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

notarization, this 7 day of March, 2024 by

Daniel Breitner (Affiant), who is personally

known to me or has produced _____ identification.

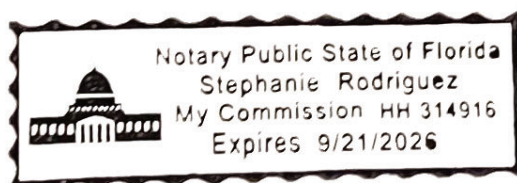
My commission expires: 9/21/2026

Commission No.: HH314916


(Signature of Notary Public - State of Florida)

Stephanie Rodriguez

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





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(Attach additional sheets as needed for each item.)

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

none

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

none

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

none

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

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

I, Brea Elles, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

03.13.24

Date

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

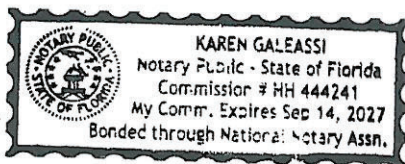
notarization, this 13th day of MARCH, 2024 by

Brea Elles (Affiant), who is personally

known to me or has produced work ID BADGE identification.

My commission expires: 9/14/27

Commission No.: HH 444241



Karen Galeassi
(Signature of Notary Public - State of Florida)

Karen Galeassi
(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

none

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

none

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

none

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

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

I, Adrian Parks, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Adrian Parks
Signature

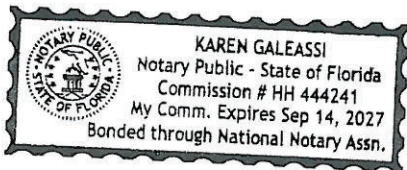
3/13/24
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 13th day of March, 2024 by

Adrian Parks (Affiant), who is personally known to me or has produced work ID badge identification.

My commission expires: 9/14/27

Commission No.: HH 444241



Karen Galeassi
(Signature of Notary Public - State of Florida)

Karen Galeassi
(Print, Type, or Stamp Commissioned Name of Notary Public)



November 14, 2023

Mr. Daniel Mantell
Planning & Zoning Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

**Re: 340 S Federal Highway Redevelopment
Deerfield Beach, Florida
Trip Generation Analysis**

Dear Mr. Mantell:

Kimley-Horn and Associates, Inc. has performed a trip generation analysis for the proposed redevelopment of the existing retail building located at 340 S Federal Highway in Deerfield Beach, Florida. Currently, the property proposed for redevelopment is occupied by 34,673 square-feet of commercial space. A portion of the existing building, consisting of 10,273 square feet will be demolished. The remaining 24,400 square feet of the retail building will be converted to a 13,240 square-foot freestanding emergency department (FSED) and a 11,160 square-foot medical clinic. A site plan is provided in Attachment A.

A trip generation analysis was conducted using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition for the existing development and proposed redevelopment. The trip generation for the existing development was determined using ITE Land Use Code (LUC) 822 (Strip Retail Plaza). The trip generation for the proposed redevelopment was determined using ITE LUC 650 (Free-Standing Emergency Room) and LUC 630 (Clinic).

A multimodal (public transit, bicycle, and pedestrian) factor based on US Census *Means of Transportation to Work* data was reviewed for the census tract in the vicinity of the redevelopment. The US Census data indicated that there is a 0.9 percent (0.9%) multimodal factor within the vicinity of the redevelopment. It is expected that a nominal portion of employees and patrons will choose to walk, bike, or use public transit to and from the proposed redevelopment.

Pass-by capture trip rates were determined based on average rates provided in the ITE's *Trip Generation Manual*, 11th Edition. The pass-by capture rate for the strip retail plaza is 40.0 percent (40.0%) during the P.M. peak hour.

As shown in Table 1, the proposed redevelopment is expected to result in a reduction of 918 net new daily trips, a reduction of 34 net new trips during the A.M. peak hour and a reduction of 50 net new trips during the P.M. peak hour. Detailed trip generation calculations are contained in Attachment B.



Table 1: Proposed Net New Trip Generation				
Daily (A.M. Peak Hour) [P.M. Peak Hour]				
Land Use (ITE Code)	Scale	Entering Trips	Exiting Trips	Net New External Trips
<i>Existing Development</i>				
Strip Retail Plaza (822)	34,673 square feet	838 (48) [56]	839 (33) [56]	1,677 (81) [112]
<i>Proposed Redevelopment</i>				
Free-Standing Emergency Room (650)	13,240 square feet	164 (7) [9]	163 (7) [11]	327 (14) [20]
Clinic (630)	11,160 square feet	216 (27) [13]	216 (6) [29]	432 (33) [42]
<i>Subtotal</i>		380 (34) [22]	379 (13) [40]	759 (47) [62]
<i>Net New Redevelopment</i>				
Net New Vehicle Trips		-458 (-14) [-34]	-460 (-20) [-16]	-918 (-34) [-50]

The proposed redevelopment does not warrant further study as it generates less than 500 net new daily trips, which is below City of Deerfield Beach traffic study requirements in accordance with Section 98-17 of the *City of Deerfield Beach Land Development Code*. If you have any questions regarding this analysis, please feel free to contact me.

Sincerely,

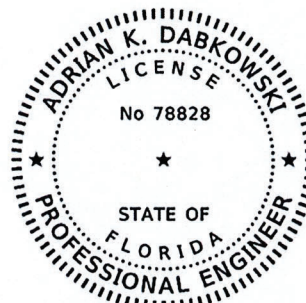
KIMLEY-HORN AND ASSOCIATES, INC.



Adrian K. Dabkowski, P.E., PTOE

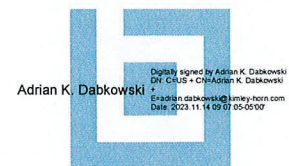
Attachments

- A – Site Plan
- B – Trip Generation Calculations



Adrian K. Dabkowski, P.E., PTOE
Florida Registration Number 78828
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, Florida 33324

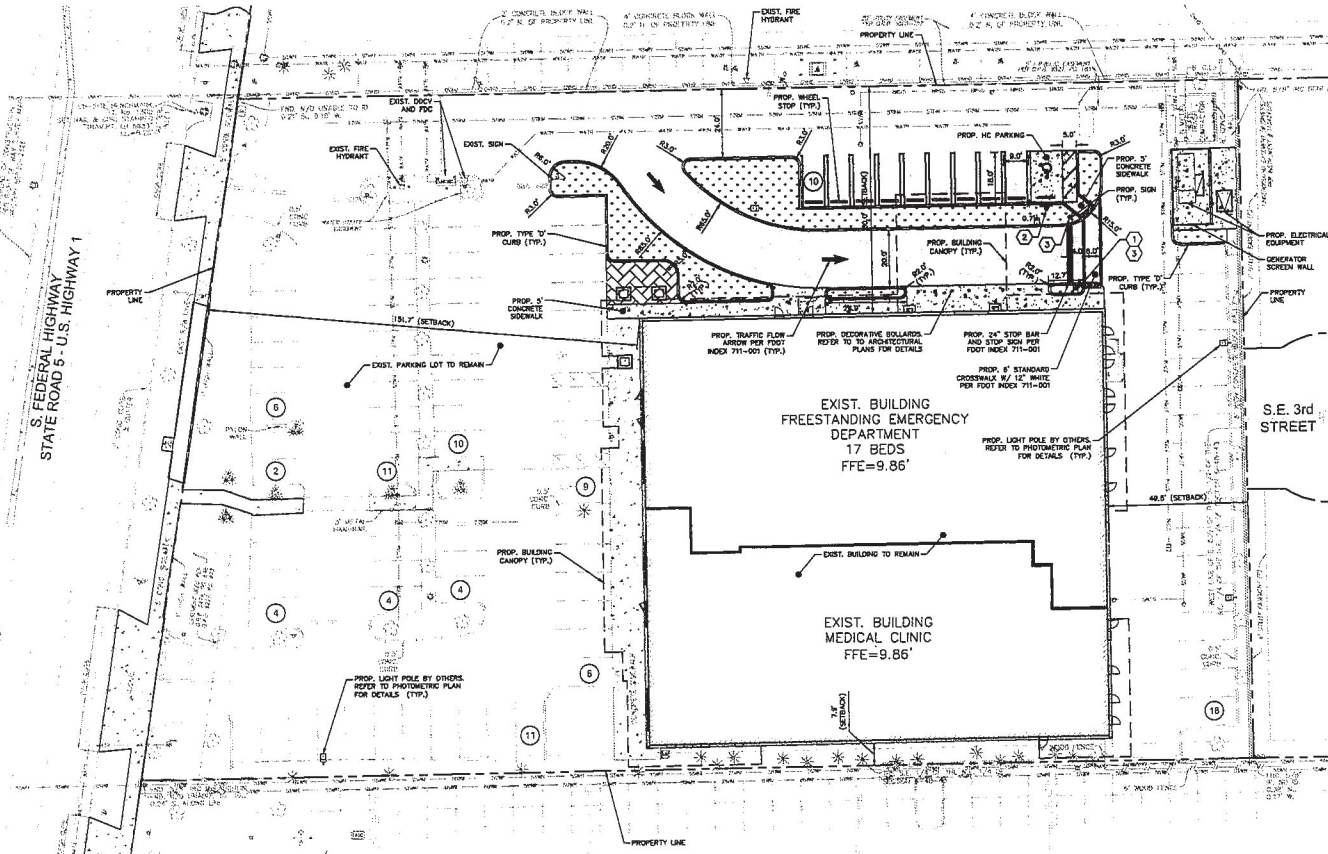
This item has been digitally signed and sealed by Adrian K. Dabkowski, P.E., PTOE, on the date adjacent to the seal.



Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment A
Site Plan

PLANS BY: HOLY CROSS, 2024. ALL RIGHTS RESERVED. THESE PLANS ARE THE PROPERTY OF HOLY CROSS AND SHALL REMAIN THE PROPERTY OF HOLY CROSS. NO PART OF THESE PLANS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM HOLY CROSS. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A BREACH OF CONTRACT AND SHALL BE SUBJECT TO LITIGATION IN THE STATE OF FLORIDA. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.



SYMBOL	DESCRIPTION
[Pattern]	PROPERTY LINE
[Pattern]	PROPOSED ASPHALT PAVEMENT
[Pattern]	PROPOSED LANDSCAPE
[Pattern]	PROPOSED CONCRETE PAVEMENT
[Pattern]	EXISTING CONCRETE PAVEMENT
[Pattern]	PROPOSED DETECTABLE WARNING
[Pattern]	PROPOSED CONCRETE PAVERS
[Symbol]	PROPOSED SIGN
[Symbol]	EXISTING SIGN
[Symbol]	PROPOSED LIGHT POLE
[Symbol]	PARKING COLUMN

LEGEND	SYMBOL	STATION NUMBER & DIMENSIONS	QUANTITY
1	[STOP SIGN]	RS-1 30" X 30"	1
2	[Handicap Symbol]	FSOT #1 19'-20'-06" 12" X 12" POST #19'-20'-06" 12" X 12"	1
3	[DO NOT ENTER SIGN]	RS-1 30" X 30"	2

GRAPHIC SCALE IN FEET

OVERALL SITE					
FUTURE LAND USE					
C		COMMERCIAL			
ZONING					
CURRENT	B-1 (BUSINESS, COMMUNITY)				
PROPOSED	B-1 (BUSINESS, COMMUNITY)				
FAR	MAX. REQUIRED	1			
	PROVIDED	0.37			
LOT COVERAGE	MIN. REQUIRED	5,000 SF (MAX. 50%)			
	PROVIDED	25,046 SF (28%)			
LANDSCAPED OPEN SPACE	12,478 SF		13.89%		
LANDSCAPED OPEN SPACE (ONLY GRASS AND LANDSCAPED AREAS)	64,762 SF (NET)				
	1.49 AC (NET)				
	80,868 SF (GROSS)				
	2.06 AC (GROSS)				
USE					
PROPOSED USE	FREESTANDING EMERGENCY DEPARTMENT		13,240 SF		
	MEDICAL CLINIC				
PROPOSED BTO	31 BIDS		31,160 SF		
EXISTING USE	COMMERCIAL BUILDING				
	34,673 SF				
EXISTING BUILDING HEIGHT					
BUILDING TOWER PEAK	29'-0"				
BUILDING PARAPET HIGH	26'-0"				
BUILDING PARAPET LOW	21'-0"				
PARKING CATEGORY INFORMATION					
	REQUIRED		PROVIDED		
FREESTANDING EMERGENCY DEPARTMENT					
	1 SPACE/2 BIDS & 1 SPACE/400 SF OF REMAINING FLOOR AREA				
STANDARD	85		85		
ADA	2				
MEDICAL CLINIC					
	1 SPACE/200 SF OF FLOOR AREA				
STANDARD	53		53		
ADA	3		5		
TOTAL	92		91		
	SURPLUS		2		
*EXISTING PARKING PRIOR TO CONSTRUCTION = 85 SPACES, INCL. 4 ADA					
SET BACK					
	PROVIDED (FT)		EXISTING (FT)		
NORTH	80		72.1		
SOUTH	7.9		7.9		
EAST	49.5		49.5		
WEST	153.7		153.7		
AREA BREAKDOWN					
AREA TYPE	ACRES	SQ. FEET	PERCENTAGE		
PERVIOUS	0.29	12,478	13.89%		
*EXISTING CONCRETE (11,498)					
IMPERVIOUS	1.78	77,330	86.10%		
BUILDING	0.34	25,200	33.32%		
CONCRETE	0.12	3,233	3.89%		
ASPHALT	1.44	62,895	82.21%		
TOTAL	2.06	89,808	72.1%		

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NAVD 88. TO CONVERT ELEVATIONS TO NGVD 29, ADD 1.58'.



Kimley»Horn
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ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM KIMLEY-HORN AND ASSOCIATES, INC.
PHONE: 954-335-3100 FAX: 954-729-7247
WWW.KIMLEY-HORN.COM REG-378

PROFESSIONAL
DATE: 03/10/2024
SCALE: AS SHOWN
DESIGNED BY: JAC
DRAWN BY: CJP
CHECKED BY: CT
DATE: 10/31/2023

SITE PLAN

HOLY CROSS
DEERFIELD FSED
PREPARED FOR:
HOLY CROSS
CITY OF DEERFIELD BEACH
FLORIDA

SHEET NUMBER
C400.0

DATE
BY

Attachment B
Trip Generation Calculations

DAILY TRIP GENERATION COMPARISON

EXISTING DAILY TRIP GENERATION

ITE TRIP GENERATION CHARACTERISTICS						DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS			
Land Use		ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total	
GROUP 1	1	Strip Retail Plaza	11	822	34.673	ksf	50%	50%	846	846	1,692	0.9%	15	838	839	1,677	0.0%	0	838	839	1,677	0.0%	0	838	839	1,677
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
ITE Land Use Code		Rate or Equation				Total:		846	846	1,692	0.9%	15	838	839	1,677	0.0%	0	838	839	1,677	0.0%	0	838	839	1,677	
822		Y=42.2*(X)+229.68																								

PROPOSED DAILY TRIP GENERATION

ITE TRIP GENERATION CHARACTERISTICS						DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS				
Land Use		ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total		
GROUP 2	1	Free-Standing Emergency Room	11	650	13.24	ksf	50%	50%	165	165	330	0.9%	3	164	163	327	0.0%	0	164	163	327	0.0%	0	164	163	327	
	2	Clinic	11	630	11.16	ksf	50%	50%	218	218	436	0.9%	4	216	216	432	0.0%	0	216	216	432	0.0%	0	216	216	432	
	3																										
	4																										
	5																										
	6																										
	7																										
	8																										
	9																										
	10																										
	11																										
	12																										
	13																										
	14																										
	15																										
ITE Land Use Code		Rate or Equation				Total:		383	383	766	0.9%	7	380	379	759	0.0%	0	380	379	759	0.0%	0	380	379	759		
650		Y=24.94(X)																									
630		Y=35.86*(X)+34.88																									
																						IN		OUT		TOTAL	

	IN	OUT	TOTAL
NET NEW TRIPS	-458	-460	-918

AM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY AM PEAK HOUR TRIP GENERATION

ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS				
Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total		
					In	Out																				
GROUP 1	1	Strip Retail Plaza	11	822	34.673	ksf	60%	40%	49	33	82	0.9%	1	48	33	81	0.0%	0	48	33	81	0.0%	0	48	33	81
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
ITE Land Use Code		Rate or Equation		Total:		49	33	82	0.9%	1	48	33	81	0.0%	0	48	33	81	0.0%	0	48	33	81			
822		Y=2.36(X)																								

PROPOSED WEEKDAY AM PEAK HOUR TRIP GENERATION

ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION			BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS			
					Percent						MR Trips					IC Trips					PB Trips					
Land Use					ITE Edition	ITE Code	Scale	ITE Units	In	Out	Total	Percent		In	Out	Total	Percent		In	Out	Total	Percent		In	Out	Total
GROUP 2	1	Free-Standing Emergency Room	11	650	13.24	ksf	50%	50%	7	7	14	0.9%	0	7	7	14	0.0%	0	7	7	14	0.0%	0	7	7	14
	2	Clinic	11	630	11.16	ksf	81%	19%	27	6	33	0.9%	0	27	6	33	0.0%	0	27	6	33	0.0%	0	27	6	33
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
ITE Land Use Code					Rate or Equation					Total:			34	13	47	0.9%	0	34	13	47	0.0%	0	34	13	47	
650					Y=1.12(X)																					
630					Y=2.19*(X)+8.68																					
																						NET NEW TRIPS		IN	OUT	TOTAL
																								-14	-20	-34

	IN	OUT	TOTAL
NET NEW TRIPS	-14	-20	-34

PM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY PM PEAK HOUR TRIP GENERATION

ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS				
Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total		
					In	Out																				
GROUP 1	1 Strip Retail Plaza	11	822	34.673	ksf	50%	50%	94	94	188	0.9%	2	93	93	186	0.0%	0	93	93	186	40.0%	74	56	56	112	
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
ITE Land Use Code					Rate or Equation		Total:		94	94	188	0.9%	2	93	93	186	0.0%	0	93	93	186	39.8%	74	56	56	112
822					LN(Y) = 0.71*LN(X)+2.72																					

PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION

	ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS			
	Land Use	ITE Edition	ITE Code	Scale	ITE Units	Percent		In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total	
						In	Out																			
GROUP 2	1	Free-Standing Emergency Room	11	650	13.24	ksf	46%	54%	9	11	20	0.9%	0	9	11	20	0.0%	0	9	11	20	0.0%	0	9	11	20
	2	Clinic	11	630	11.16	ksf	30%	70%	13	29	42	0.9%	0	13	29	42	0.0%	0	13	29	42	0.0%	0	13	29	42
	3																									
	4																									
	5																									
	6																									
	7																									
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	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation		Total:		22	40	62	0.9%	0	22	40	62	0.0%	0	22	40	62	0.0%	0	22	40	62	
		650		Y=1.52(X)																						
		630		Y=3.53*(X)+2.98																						
																						NET NEW TRIPS		IN	OUT	TOTAL
																								-34	-16	-50

MEANS OF TRANSPORTATION TO WORK

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

$$(2+9) / (1467-285) = 0.9\%$$

Census Tract 101.03, Broward County, Florida

Label	Estimate	Margin of Error
▼ Total:	1,467	±271
▼ Car, truck, or van:	1,118	±188
Drove alone	1,040	±180
▼ Carpooled:	78	±79
In 2-person carpool	62	±77
In 3-person carpool	9	±14
In 4-person carpool	0	±14
In 5- or 6-person carpool	7	±12
In 7-or-more-person carpool	0	±14
▼ Public transportation (excluding taxicab):	2	±5
Bus	2	±5
Subway or elevated rail	0	±14
Long-distance train or commuter rail	0	±14
Light rail, streetcar or trolley (carro público in Puerto Rico)	0	±14
Ferryboat	0	±14
Taxicab	0	±14
Motorcycle	53	±53
Bicycle	0	±14
Walked	9	±13
Other means	0	±14
Worked from home	285	±139

Table Notes

MEANS OF TRANSPORTATION TO WORK

Survey/Program: American Community Survey

Universe: Workers 16 years and over

Year: 2021

Estimates: 5-Year

Table ID: B08301

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Workers include members of the Armed Forces and civilians who were at work last week.

Several means of transportation to work categories were updated in 2019. For more information, see: Change to Means of Transportation.

The 2017-2021 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

The margin of error could not be computed because there were an insufficient number of sample observations.

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.

EXISTING

WEST FACADE



WEST FACADE



WEST FACADE



NORTH FACADE



NORTH FACADE



NORTH FACADE



EAST FACADE



EAST FACADE



EAST FACADE



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STRUCTURAL ENGINEER

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GENERAL CONTRACTOR

DPR CONSTRUCTION
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FORT LAUDERDALE, FL 33301

EQUIPMENT PLANNER

HOEFER WELKER
500 N. AKARD ST. SUITE 2450
DALLAS, TX 75021

Revisions: No. Date:



Freestanding Emergency
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Deerfield
340 S. FEDERAL HWY
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EXISTING BUILDING
PHOTOS

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EXPOSED
WEST FACADE



OVERALL



NORTH / WEST FACADE



NORTH / WEST FACADE



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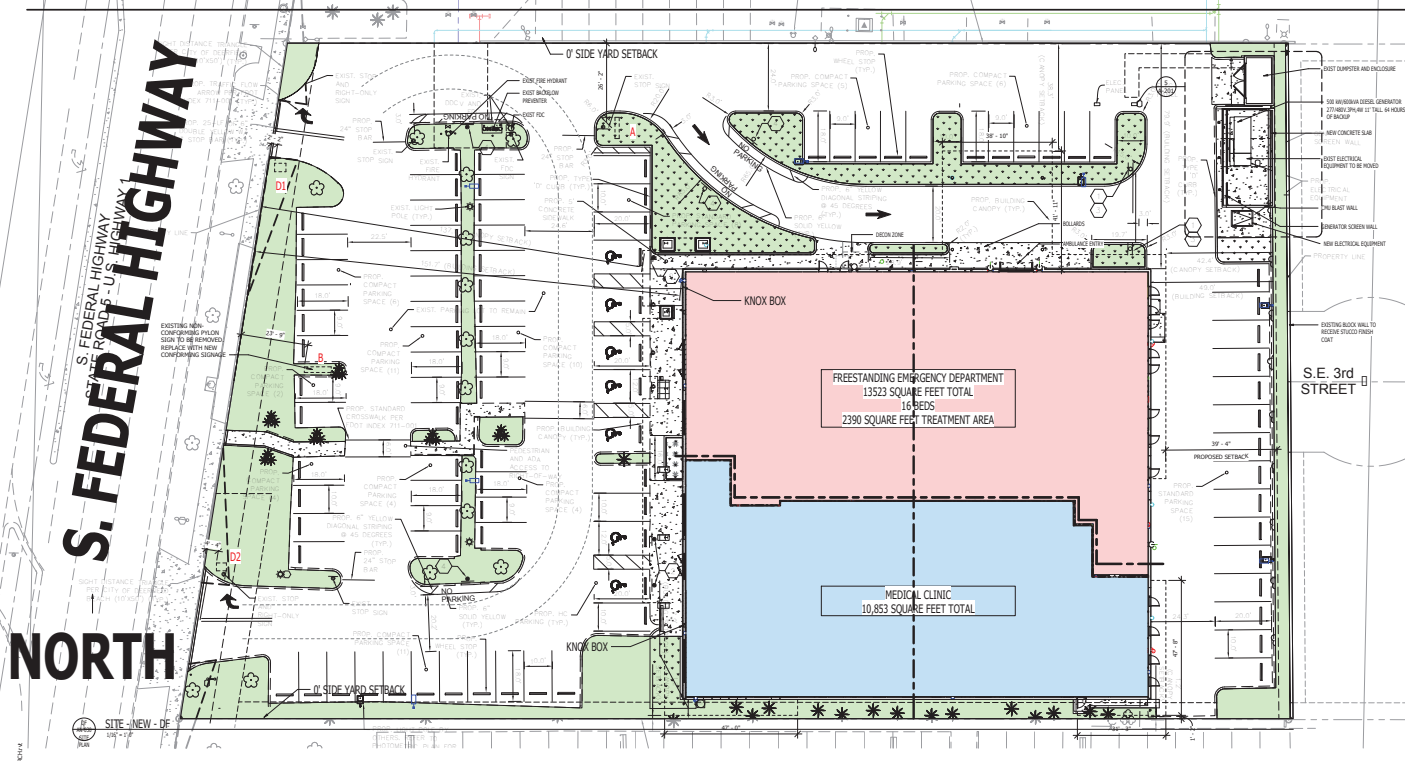
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PROPOSED
RENDERINGS

Proj #: 23.0001977.000 Reviewed By: Checker
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Revisions:
01/15/2024
02/28/24
03/22/24
05/08/2024

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11/12/23
02/28/24
03/22/24
05/08/2024

HOLY CROSS HEALTH
Freestanding Emergency and Outpatient Center
Deerfield
340 S. FEDERAL HWY
DEERFIELD BEACH, FL 33441

SITE PLAN OVERALL

PROJECT SITE DATA	
PROJECT DESCRIPTION:	25,117 SQUARE FOOT FREE AND MEDICAL CLINIC
LOCATION:	SECTION 16 TOWNSHIP 48 RANGE 43
PARCEL ID:	4840 04 00 0000
ADDRESS:	340 S. FEDERAL HIGHWAY DEERFIELD BEACH, FL 33442
ZONING DISTRICT:	9-1 BUSINESS CORP. DISTRICT
PLANNED ZONE:	9-1.2 70' MINIMUM CHANCE FLOOD HAZARD (HAZ) 48' ELEV. 48' MIN. FLOOD ELEVATION (DETERMINED) (HAZ) 48' ELEV. 48'
PROPOSED FLOOR ELEVATION:	EXISTING BUILDING F.F.E. = 5'10" MAJOR ADJACENT FLOOD PLAIN
REQUIRED FLOOR ELEVATION:	5'10" MAJOR FLOOD PLAIN
BUILDING TOWER PLAN:	31' 0"
BUILDING PERIMETER PLAN:	17' 0"
BUILDING PERIMETER LINE:	10' 0" 12"

LOT COVERAGE	
TOTAL SITE AREA:	89,808 SF (2.04 AC) 100%
BUILDING AREA:	24,117 SF (0.55 AC) 27.2%
PERMITTED:	24,117 SF (0.55 AC) 27.2%
CHADY AREA:	5,200 SF

FAR	
EMERGENCY DEPARTMENT:	13,521 / 16,000 = .85
CLINIC:	10,596 / 16,000 = .66
TOTAL:	24,117 / 16,000 = .15

BUILDING SETBACKS	
FRONT:	20'
REAR:	5'

LANDSCAPE SETBACKS	
PUBLIC ROW (N):	10'
EXISTING PROPERTY (N):	0'
EXISTING PROPERTY (S):	0'
EXISTING PROPERTY (E):	0'
EXISTING PROPERTY (W):	0'

SITE PARKING MEDICAL CLINIC / HOSPITAL SPEC *	
CATEGORY OF USE	SPACES
MEDICAL CLINIC	10,596
SPEC. HOSPITAL	16,000
SPEC. HOSPITAL	11,000
REQUIRED PARKING SPACES	91 SPACES
PROVIDED ADA PARKING SPACES	7 SPACES
PROVIDED STANDARD PARKING SPACES (NOT ADA COMPL.)	28 SPACES
PROVIDED COMPACT PARKING SPACES	56 SPACES
TOTAL PROVIDED PARKING SPACES	91 SPACES

EXISTING PARKING PRIOR TO CONSTRUCTION: 85 SPACES

*SCHEDULE A - OFF-STREET PARKING REQUIREMENTS

*Does not specifically mention - The requirement for off-street parking for any use not specifically mentioned in this article shall be the same as provided in this article for the use most similar to the one sought.

This answer is subject to the city to interpret the freestanding (DF) parking requirements as most similar to a specialty hospital.

LEGEND	SYMBOL	INTERPRETER'S	QUANTITY
1	STOP	STOP	2
2	NO LEFT TURN	NO LEFT TURN	2
3	NO RIGHT TURN	NO RIGHT TURN	2
4	NO U-TURN	NO U-TURN	2
5	NO PARKING	NO PARKING	1

DF AN-030
SITE PLAN



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Revisions:
ORC Submittal 1
ORC Submittal 2
ORC Submittal 3
PROJECT SET

No. Date:
11/21/23
02/28/24
03/22/24
05/06/2024

HOLY CROSS HEALTH
Freestanding Emergency and Outpatient Center
Deerfield
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EXISTING ELEVATIONS

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Revisions:
01C Submittal 1
01C Submittal 2
01C Submittal 3
PERMIT SET

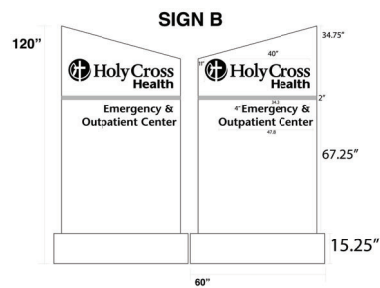
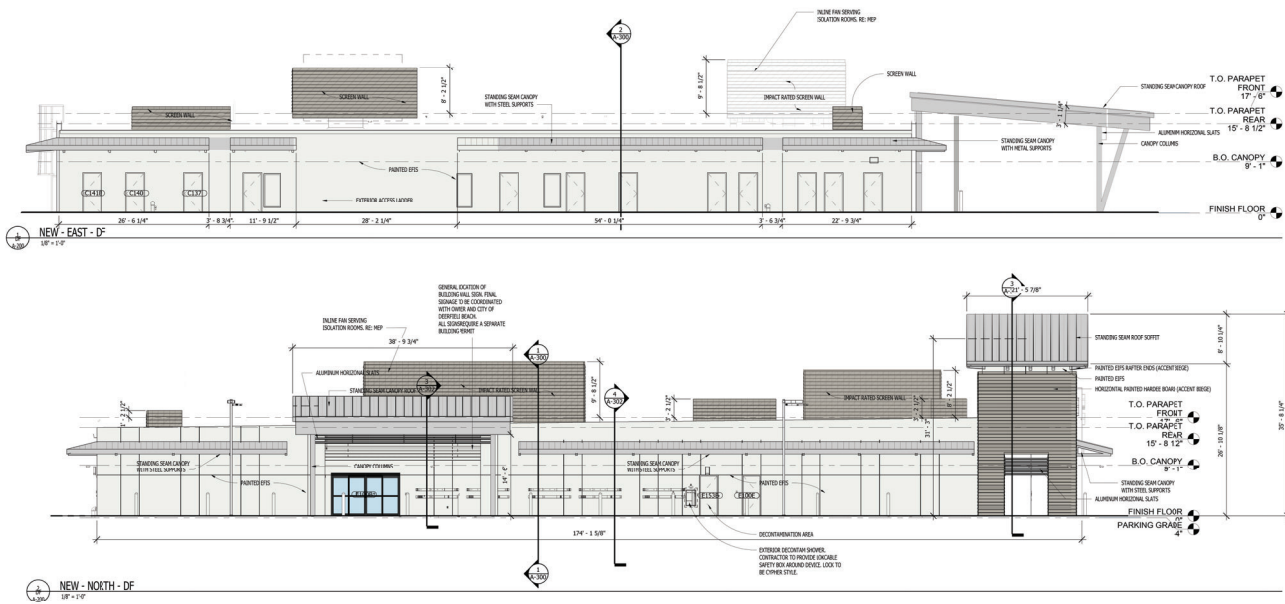
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EXTERIOR ELEVATIONS DF



SIGNAGE ELEVATIONS

SIGN A EAST FACE

↑ EXIT
← CLINIC ENTRANCE
→ WALK-IN ENTRANCE

SIGN A WEST FACE

↑ AMBULANCE ENTRANCE
→ WALK-IN ENTRANCE
→ CLINIC ENTRANCE

SIGN D-1

→ AMBULANCE ENTRANCE
→ WALK-IN ENTRANCE
→ CLINIC ENTRANCE

SIGN D-2

↑ AMBULANCE ENTRANCE
→ WALK-IN ENTRANCE
→ CLINIC ENTRANCE

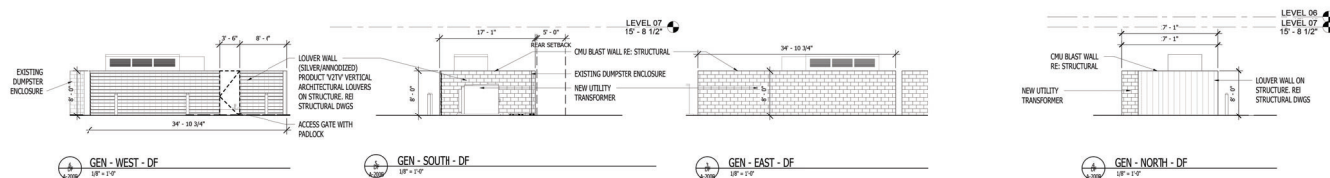
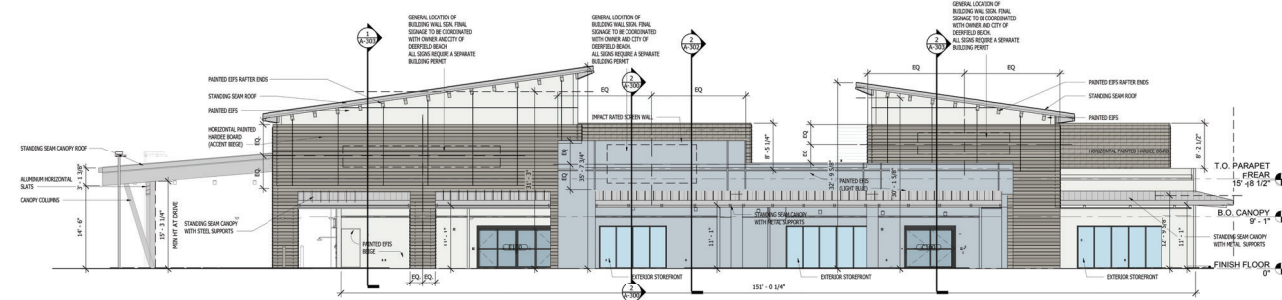
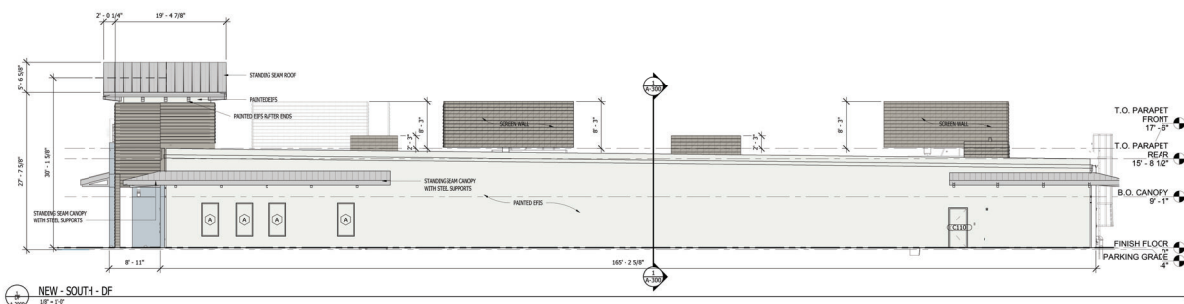
EXTERIOR ELEVATION MATERIALS

EIFS - BEIGE
EIFS FRONT ELEVATION - LIGHT BLUE
EIFS RAFTER ENDS - ACCENT BEIGE
STANDING SEAM ROOFS - SILVER/ANNOXIDIZED
HARDEE BOARD - ACCENT BEIGE

NOTE: ALL MECHANICAL EQUIPMENT LOCATED
ON THE ROOF WILL BE FULLY SCREENED FROM
ADJACENT STREET VIEW AND BUFFERED TO
ELIMINATE NOISE.

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DF A-200



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STRUCTURAL ENGINEER
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BLISS & NYITRAT INC

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GENERAL CONTRACTOR

GENERAL CONTRACTOR

DPR CONSTRUCTION

1301 E BROWARD BLVD # 301

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DRC Submittal 2	2	02/28/24
DRC Submittal 3	3	03/03/24



Freestanding Emergency
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Deerfield

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DEERFIELD BEACH, FL 33441

EXTERIOR ELEVATIONS
DF

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DF A-200B



PHOTOS
1" = 10'

3D AXON EXISTING 1

3D AXON EXISTING 2

3D AXON EXISTING 3

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DALLAS, TX 75021

Revised: 01/11/23
01/11/23
01/11/23
01/11/23
01/11/23

HOLY CROSS
HEALTH
Holy Cross
Health

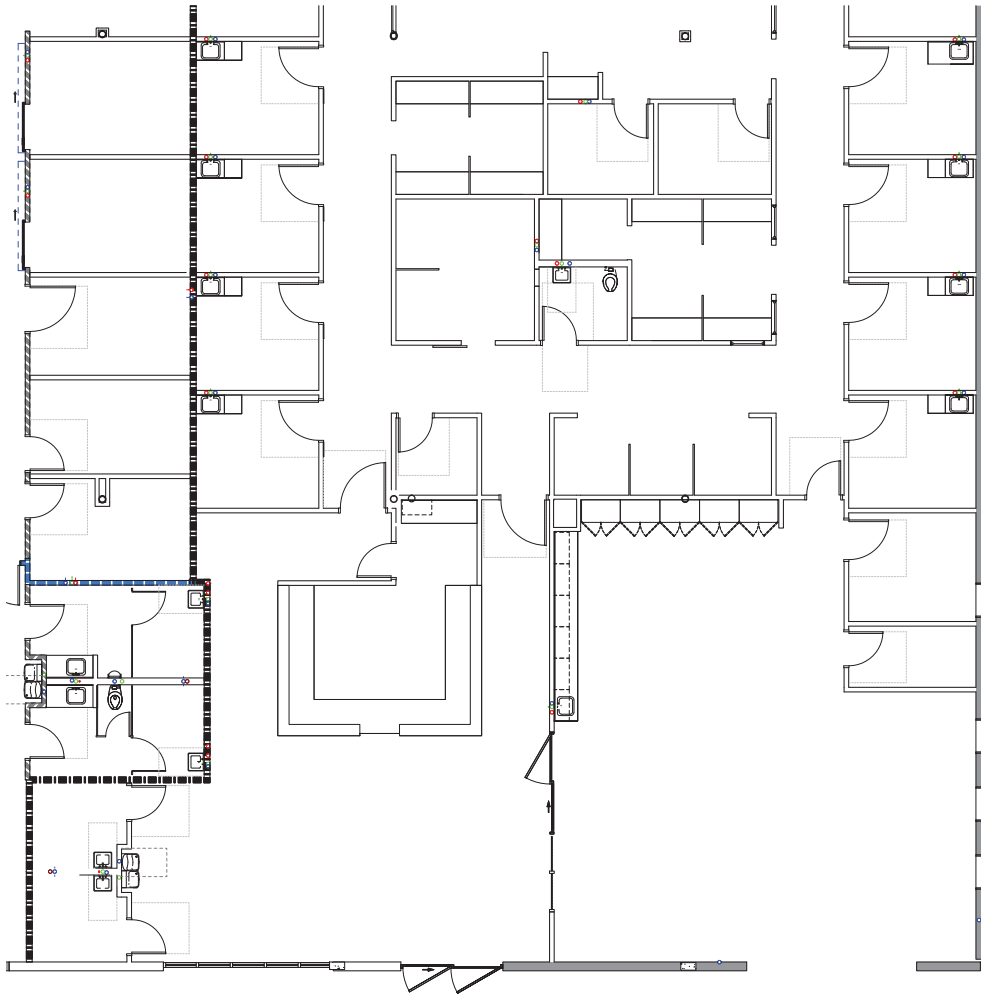
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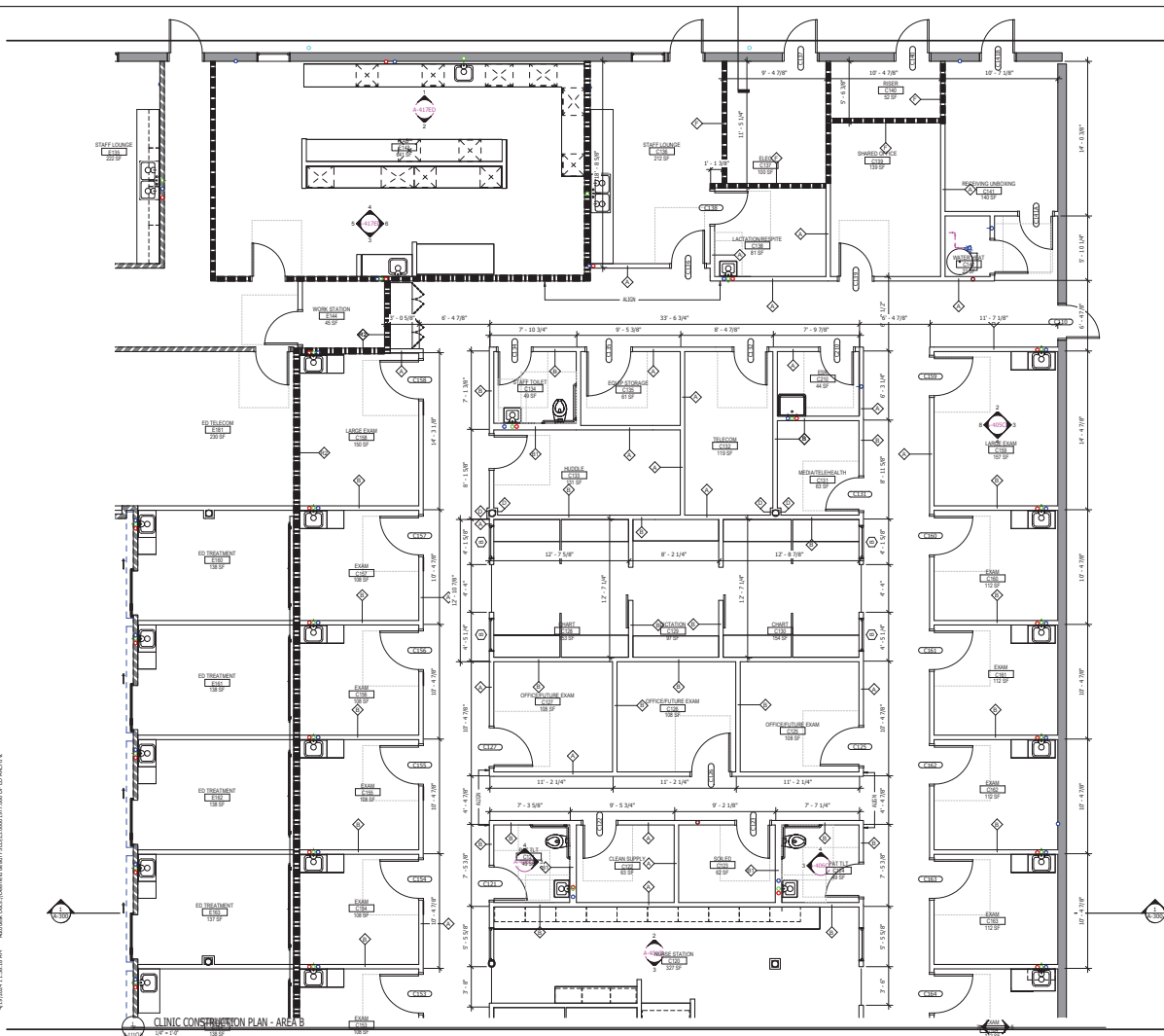
EXISTING BUILDING
VIEWS

NOTE: NOT TO SCALE. FOR REFERENCE ONLY.

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Auto desk Docs: (Deerfield Beach) PS ED/23.0000 1977.000 CF ED A9C4444

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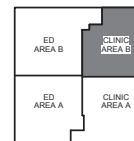
Revisions:	No:	Date:
DRC Submittal 1		11/21/23
DRC Submittal 2		02/28/24
DRC Submittal 3		03/22/24
PERMIT SET		05/08/2024



Freestanding Emergency
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CLINIC CONSTRUCTION
PLAN - AREA B



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OVERALL FURNITURE & EQUIPMENT PLAN
SHEET 1 OF 1

FURNITURE PLAN KEYNOTES

- 502 PROVIDE BAR HEIGHT FOR WHEELCHAIR ACCESS FOR HIMPAP. SEE SHEET
- 502 STANDARD STEEL SPECIMEN PINS SHALL BE SUPPLIED BY THE CONTRACTOR

FURNITURE PLAN LEGEND

- KEYNOTE TAG
- FURNITURE TAG
- NOT IN CONTRACT

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EQUIPMENT PLANNER

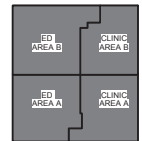
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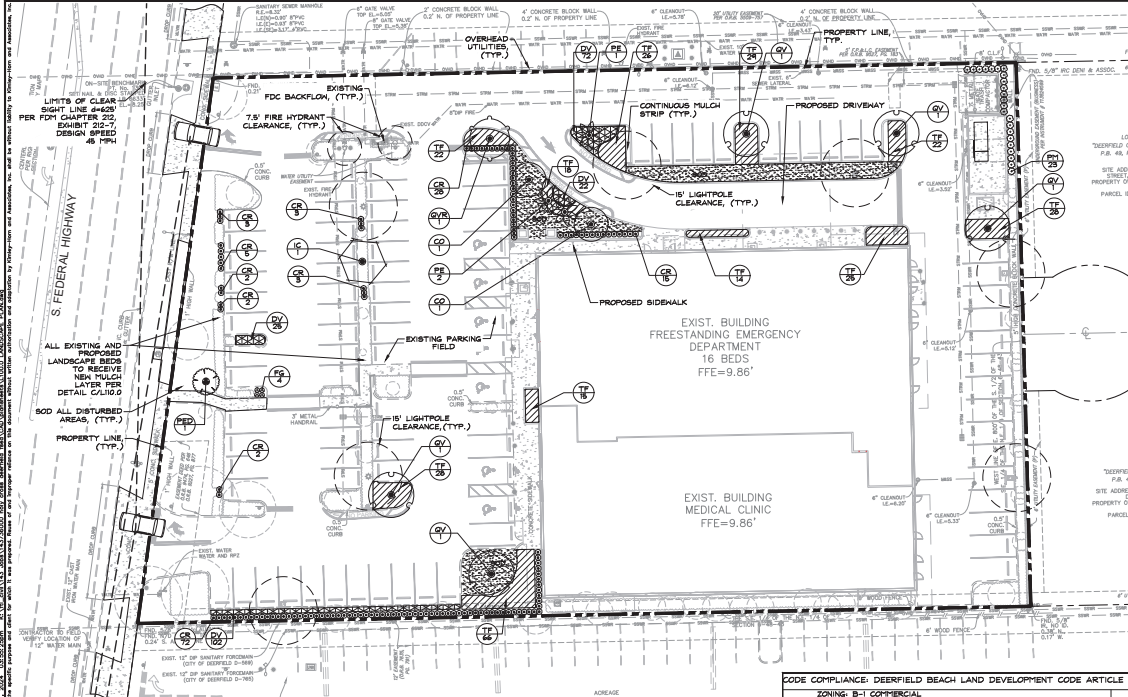
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FLOOR PLAN FURNITURE



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DF A-313



- PLANTING NOTES:**
1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
 2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
 3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
 4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
 5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERENCE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COORDINATED WITH THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
 6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
 7. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
 8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
 9. ALL PROPOSED AND EXISTING LANDSCAPE TO BE IRRIGATED AT 100% COVERAGE BY AUTOMATIC, UNDERGROUND SYSTEM.
- TREE/PALM RELOCATION NOTES:**
1. TREES/PALMS SHALL BE RELOCATED ONCE FROM THEIR PRESENT LOCATION TO A DESIGNATED LOCATION ON THE LANDSCAPE PLAN. RELOCATION ACTIVITIES WILL INCLUDE PLANTING ON SLOPES AND/OR LEVEL GRADE.
 2. AN ISA - CERTIFIED ARBORIST OR A CERTIFIED LANDSCAPE CONTRACTOR CERTIFIED BY THE FLORIDA NURSERYMEN AND GROWERS ASSOCIATION SHALL PERFORM AND MONITOR ALL PALM ROOT PRUNING AND RELOCATION ACTIVITIES.
 3. LANDSCAPE SPECIFICATIONS PROVIDED IN THIS CONSTRUCTION SET SHALL APPLY TO ALL RELOCATED TREES AND/OR PALMS.
 4. CONTRACTOR SHALL STAKE AND GUY ALL PALMS AT THE TIME OF TRANSPLANT AS PER DETAILS PROVIDED IN THIS CONSTRUCTION SET. CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF STAKES AND GUYING DURING THE WARRANTY PERIOD. ALL PALMS SHALL BE BRACED AT LEAST ONE (1) YEAR OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
 5. SOIL BACKFILL FOR THE INSTALLATION OF TREES/PALMS SHALL BE UNIFORM MIX OF 25% WELL-ROTTED COMPOST AND 75% CLEAN, WHEEL-FREE LOOSENEED NATIVE SOIL. BACKFILL.
 6. CONTRACTOR SHALL SUBMIT MANUFACTURER'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS TO THE OWNER'S REPRESENTATIVE.
 7. CONTRACTOR SHALL PAY TO HAVE THE BACKFILL LAB TESTED IF REQUESTED BY THE OWNER'S REPRESENTATIVE.
 8. REFER TO STAKING DETAIL B SHEET L100.

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT_TOL.	QTY
TREES								
CO	Carleia sebastiana	Orange Gelger Tree	F.G.	2" Cal.	10' HT x 5' SPR	Yes	Yes	2
IC	Isatis coccinea	Dahoon Holly	F.G.	2.5" Cal.	10' x 5' SPR	Yes	Yes	1
PE	Platanus racemosa	Alexander Palm	F.G.	M - 20" O.A.		No	Yes	3
PE	Platanus racemosa	Alexander Palm	F.G.	M - 20" O.A.		No	Yes	1
QV	Quercus virginiana	Southern Live Oak	F.G.	3" Cal.	16-18' HT x 5' SPR	Yes	Yes	5
QVR	Quercus virginiana	Southern Live Oak	Relocated					1
CODE	BOTANICAL NAME	COMMON NAME	CONT	O.C.	SIZE	NATIVE	DROUGHT_TOL.	QTY
SHRUBS								
CR	Cratogeomys lasca 'Red Tip'	Red Tip Coco Plum	Cont.	36" O.C.	30' HT x 30' SPR	Yes	Yes	135
FG	Ficus microcarpa 'Green Island'	Green Island Ficus	Cont.	18" O.C.	24' HT x 18' SPR	No	Yes	4
PR	Podocarpus neriifolia	Podocarpus	Cont.	30" O.C.	8' HT	No	Yes	28
SHRUB AREAS								
DV	Dieris laevis	Flax Lily	Cont.	18" O.C.	6' HT	No	Yes	221
TR	Tripsacum dactyloides	Falschitzkes Grass	Cont.	30" O.C.	18' HT	Yes	Yes	243
GROUND COVERS								
SD	Stematanopus secundatum 'Flametal'	Flametal St. Augustine Sod	Sod			No	No	± 1,500 sf

CODE COMPLIANCE: DEERFIELD BEACH LAND DEVELOPMENT CODE ARTICLE IV SECTION 90-50

	REQUIRED	PROVIDED
SEC. 90-50 - TREES, SHRUBS, AND GROUND COVER, REQUIRED MINIMUM		
• ONE TREE PER 1,500 SQ FEET OF PAVEMENT AREA (0.64 SF / 1,500 = 0.0004 TREES)	4 TREES	12 PROPOSED TREES TO EXISTING TREES
• TEN SHRUBS PER 1,500 SQ FEET OF PAVEMENT AREA (0.64 SF / 1,500 = 0.0004 SHRUBS)	40 SHRUBS	142 PROPOSED SHRUBS
• TEN GROUND COVER PER 1,500 SQ FEET OF PAVEMENT AREA (0.64 SF / 1,500 = 0.0004 GROUND COVER)	40 GROUND COVER	544 PROPOSED GROUND COVER
SEC. 90-50.04 - TREES, SHRUBS, AND GROUND COVER, REQUIRED MINIMUM		
• ONE TREE FOR EACH INTERIOR AND TERMINAL PARKING ISLAND	20	5 EXISTING TREES
SEC. 90-50.05 - SIZE AND VARIETY		
• NO LESS THAN 40% OF THE REQUIRED TREES SHALL BE SIZED LARGE (4" REQUIRED TREES X 20" = 8 TREES)	4	5
• NO LESS THAN 20% OF THE REQUIRED TREES SHALL BE PLANNING SPECIES (4" REQUIRED TREES X 20" = 8 TREES)	2	2
• NO LESS THAN 20% OF ALL REQUIRED TREES SHALL BE OF A PALM SPECIES (4" REQUIRED TREES X 20" = 8 TREES)	2	4
• NATIVE MATERIALS SHALL COMPOSE OF AT LEAST 50% OF THE TOTAL PROPOSED TREES, PALMS AND PLANT SPECIES (4" REQUIRED TREES X 50% = 2 TREES)	2	2
• NUMBER OF DIFFERENT TREE SPECIES = 2 (4" REQUIRED TREES X 20% = 8 TREES)	2	4
• NUMBER OF DIFFERENT SHRUB SPECIES = 2 (4" REQUIRED SHRUBS X 20% = 8 SHRUBS)	2	8

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NAVD 83 TO CONVERT ELEVATIONS TO NGVD 29, ADD 1.58'.

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Kimley-Horn

1500 N. W. 10th Ave., Suite 100, Fort Lauderdale, FL 33304
Phone: (954) 571-1000
Fax: (954) 571-1001
Email: info@kimley-horn.com
Website: www.kimley-horn.com

LANDSCAPE PLAN

HOLY CROSS
DEERFIELD FSD
HOLY CROSS

PREPARED FOR:
HOLY CROSS

DATE: 03/27/2024

SCALE: AS SHOWN

DESIGNED BY: JAC

CHECKED BY: JAC

DATE: 03/27/2024

PROJECT NO.: 2024-001

SHEET NUMBER: L100.0



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-305

Agenda Date: 6/18/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-078: 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

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

BUSINESS IMPACT ESTIMATE¹

Meeting Date: June 18, 2024

Agenda Item No. 5

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

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 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 allows 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 with no restrictions. 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.

Due to these reasons, the addition of 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.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- Estimate of Direct Business Compliance Costs: None. The proposed change would allow businesses to locate within the Community Facility district with a conditional use, where previously they would not be allowed.
- New Charges/Fees on Businesses Impacted: None
- Estimate of Regulatory Costs: No additional costs are anticipated.

Good Faith Estimate of Number of Businesses Likely Impacted:

Child and adult daycare facilities wishing to locate in Community Facility zoning district is unknown at this time.

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. 2024-293

Agenda Date: 6/18/2024

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 Agreement with Broward County to provide funding and administration of HOME program funds for the City's Homebuyer Purchase Assistance Program for fiscal year 2023-2024; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach entered into a standard form HOME Consortium Cooperation Agreement to join the Broward County HOME Investment Partnerships Program. The Agreement designates the County as the HOME Consortium's representative member or lead entity to carry out the objective of the HOME Program on behalf of all the HOME Consortium's members.

As the lead entity, the County is the recipient of HOME funds from the U.S. Department of Housing and Urban Development (HUD) for all members of the Broward County HOME Consortium and the County is responsible for allocating a portion of the funds to the City pursuant to the County's Consolidated Plan.

Current Activity

The Broward County Board of County Commissioners authorized HOME funding in the amount of One Hundred Twenty-Two Thousand Two Hundred and Twenty-Five Dollars (\$122,225) to fund the City of Deerfield Beach Purchase Assistance Program through an Agreement.

The Agreement between the City of Deerfield Beach and Broward County outlines the program that will benefit very-low- and low-income residents with eligible purchase assistance for first-time homebuyers. Funding will provide purchase assistance funding up to \$70,000 to qualified homebuyers who fall within the very low and low-income family median income for Fort Lauderdale/Broward County as established by HUD, or in an amount up to \$40,000.00 per low/moderate income family. The program is critical to the success of the community as it provides a mechanism to removing barriers to attain affordable housing.

Recommendation

Commission approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT WITH BROWARD COUNTY TO PROVIDE FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR THE CITY'S HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2023-2024; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach (the "City") and Broward County (the "County") entered into a Home Consortium Cooperation Agreement, pursuant to which both entities joined the Broward County HOME Investment Partnerships Program Consortium (the "HOME Consortium"), and the County was designated as the HOME Consortium representative member or lead entity to carry out the objectives of the HOME Program on behalf of the HOME Consortium members; and

WHEREAS, the County, as the representative member or lead entity, has received HOME Program funding from the U.S. Department of Housing and Urban Development ("HUD") on behalf of all HOME Consortium members, including the City; and

WHEREAS, the County receives the HOME funding allocation pursuant to the County's consolidated plan, and the County included the City's Homebuyer Purchase Assistance Program in the consolidated plan with a funding allocation of \$122,225.00; and

WHEREAS, on November 14, 2023, the Broward County Board of County Commissioners authorized HOME funding in the amount of \$122,225.00 to the fund the City's Homebuyer/Purchase Assistance Program (the "Purchase Assistance Program") based upon the terms and conditions of the Agreement attached as Exhibit "1"; and

WHEREAS, the Department of Community Services will utilize the funding to provide direct purchase assistance to a minimum of one (1) income eligible household at an amount up to \$70,000.00 per very low and low-income family or in an amount up to \$40,000.00 per low/moderate income family; and

WHEREAS, the City's Purchase Assistance Program is critical to the success of the community as it provides a mechanism to remove barriers for the attainment of affordable housing; and

WHEREAS, in order for the City to receive the HOME funding in the amount of \$122,225.00 and implement the Purchase Assistance Program, the City and County must execute an Agreement, attached as Exhibit "1" (the "HOME Agreement"); and

WHEREAS, City staff recommends that the City Commission approve the HOME Agreement with the County, attached as Exhibit "1."

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

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

Section 2. The City Commission hereby approves the HOME Agreement, attached as Exhibit “1.”

Section 3. The Mayor and City Manager are hereby authorized to execute the HOME Agreement with Broward County, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. 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



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR
FISCAL YEAR 2023 – 2024 (CFDA # 14.239 / FAIN # M23-DC-120201)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On November 14, 2023 (Agenda Item No. 42), the Broward County Board of County Commissioners authorized HOME funding in the amount of One Hundred Twenty-Two Thousand Two Hundred Twenty-Five Dollars (\$122,225) to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Code** means the Broward County Code of Ordinances.
- 1.4 **Commitment** means “Commitment” as defined under 24 C.F.R. Part 92.2.
- 1.5 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.
- 1.6 **County Administrator** means the administrative head of County appointed by the Board.
- 1.7 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.8 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.9 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.
- 1.10 **HUD** means the United States Department of Housing and Urban Development.
- 1.11 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.
- 1.12 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.13 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.15 **Subcontractor** means an entity or individual, regardless of tier and including subconsultants, providing services to City for all or any portion of the Project.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Monthly Progress Report
Exhibit E	Request for Payment
Exhibit F	Form of Mortgage and Note
Exhibit G	Affirmative Marketing Policy
Exhibit H	Homebuyer Agreement

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Homebuyer Purchase Assistance Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the

terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with monthly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Monthly Progress Reports"). The Monthly Progress Reports for each month must be submitted to County no later than the tenth (10th) calendar day of the following month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.3.4 In addition to the Monthly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. The executed mortgage and promissory note shall be properly recorded by City and must be furnished to County within ten (10) days after recordation. City shall cooperate with

County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Twenty-Two Thousand Two Hundred Twenty-Five Dollars (\$122,225). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
- 4.3.5 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;

- 4.3.6 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.7 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed; and
- 4.3.8 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Monthly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) days after receipt of City's proper Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code of Ordinances. To be deemed proper, all invoices must comply with all applicable requirements, whether set forth in this Agreement or the Code. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is

an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Monthly Progress Reports, beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended HOME Funds not provided to or reimbursed to City under the terms of this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may

withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums

due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications Equipment. City represents and certifies that it and its Subcontractors do not use any equipment, system, or service 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, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from HOME Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all HOME Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all Applicable Law, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards

set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

- 8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- 8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 92.504(c)(2)(vi), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 92.352, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each Income Eligible Household, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the resale or recapture provisions. The agreement must specify the amount of HOME Funds, the form of assistance, the use of funds, and the time by which the housing must be acquired.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds provided only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 92.503, in accordance with the provisions under 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period

of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2023 ("Effective Date") and shall end on April 1, 2025, unless terminated earlier or extended pursuant to the terms of this Agreement. City must ensure Project Completion prior to expiration of this Agreement. City shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of

the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; or (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in

accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in

the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audits or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, City shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such

audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Deerfield Beach
David Santucci, City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: web.citymgr@deerfield-beach.com

With a copy to:

City of Deerfield Beach
Bill Ganz, Mayor
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: web.commission@deerfield-beach.com

12.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME

Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for any interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any

governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.25 Use of County Name or Logo. City shall not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 4.3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the 14th day of November, 2024 (Agenda Item No. 42), and City of Deerfield Beach, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

_____ day of _____, 20__

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

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

KDR
FY23-24 HOME – City Administered – Deerfield Beach – Purchase Assistance
3/29/2024

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL
YEAR 2023 – 2024 (CFDA # 14.239 / FAIN # M23-DC-120201)**

CITY

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2023-2024

Project Description: City of Deerfield Beach
Homebuyer/Purchase Assistance Program

HOME Funds Allocation: \$122,225

Program Income: \$0

Total Allocation: \$122,225

Project Description:

HOME Funds in the amount of One Hundred Twenty-Two Thousand Two Hundred Twenty-Five Dollars (\$122,225) provided under this Agreement shall be used by City to provide purchase assistance to a minimum of one (1) Income Eligible Household, at an amount up to Seventy Thousand Dollars (\$70,000) per very low & low-income family or up to Forty Thousand Dollars (\$40,000) per Low/Mod (50%-80% AMI) as defined in 24 C.F.R. Part 92.2. City shall certify each applicant for income-eligibility as provided for in this Agreement.

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Deerfield Beach

Subrecipient Unique Entity Identifier: RNAJUJR8BKA5

Federal Award Identification Number (FAIN): M23-DC120201

Federal Award Date: November 16, 2023

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: \$122,225; Amount includes only federal funds from County's fiscal year 2023-2024 Annual Action Plan.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B - CFDA 14.239

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

Program Summary

City shall require each Income Eligible Household to execute a Mortgage and Promissory Note for any HOME Funds provided in accordance with this Agreement in favor of the County. The maximum grant amount for each Income Eligible Household includes all administrative fees and lead-based paint fees. Applicants will be processed by City on a first-qualified, first-served basis. The existing home value shall be in accordance with homeownership value limits set annually by HUD regulations.

The following types of properties are eligible for funding under the Agreement:

- Single-family homes
- Condominium units
- Townhouses
- Villas

The loan terms shall be as follows:

- Maximum assistance of \$70,000 for each very low & low-income family and \$40,000 for low/mod income family.
- Fifteen (15) year, ten (10) year or five (5) year term depending upon loan amount and HOME affordability period, 0% Interest, Forgivable Loan ("Loan")
- The principal balance of the Loan shall be forgiven at the end of fifteen (15), ten (10) or five (5) years depending upon loan amount and HOME affordability period, with no annual reduction. Full repayment of the Loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the subject occupancy period.
- The loan terms are subject to the affordability periods as mandated by HUD regulations.

Purchase Assistance	
Investment amount	Affordability period
Less than \$15,000	5 years
\$15,000-\$40,000	10 years
More than \$40,000	15 years

City's Responsibilities

- City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.
- City will forward all original Mortgages, Promissory Notes (with a recorded copy to the County within 30 days) and **Homebuyer Agreements** (Homebuyer Agreements are not required to be recorded).
- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.
- City shall comply with HUD Rules and Regulations governing the project, including, but not limited to, the following:
 - Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 C.F.R. Part 92.251, Property Standards.
 - Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
 - Income Eligible Household shall refer to a household with a maximum household income less at 80% or below of County median income.
 - Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.
- **City will ensure that each household has a written homebuyer purchase assistance agreement in the form of Exhibit H as per 24 C.F.R. 92.504(c)(5)(i) prior to disbursing HOME funds.**

County's Responsibilities

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.
- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

BUDGET NARRATIVE	Cost Category	HOME Funds	City Funding	Other Funding Sources	Total
A	Personnel (Service Delivery/ADC)				\$ -
	Fringe Benefits				
B	Travel				\$ -
C	Equipment/Supplies				\$ -
D	Direct Client Subsidy	\$ 120,225.00			\$ 120,225.00
E	Contractual Services	\$ 2,000.00			\$ 2,000.00
F	Construction				\$ -
G	Inspections/Testing				\$ -
H	Lien Recording/Doc. Stamp Fees				\$ -
I	Other				\$ -
Total		\$ 122,225.00	\$ -	\$ -	\$ 122,225.00

BUDGET NARRATIVE ¹

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

- Direct Client Subsidy: Cost purchase for a minimum of one (1) Income Eligible Household at an amount up to \$70,000.00 per very low to low-income family or up to \$40,000 to low/mod-income family as defined in 24 C.F.R. Part 92.2. **The balance, if any, will be used to assist (or leverage) additional client(s) for purchase assistance.**
- Activity Delivery Cost (ADC): (when submitting reimbursement must include timesheets and or negotiated contracts) associated with implementation of the Project is = **\$2,000.00**
- Other Costs (appraisals, recording fees, etc.): [Click or tap here to enter text.](#)

HOME Funds under this agreement in the amount of One Hundred Twenty-Two Thousand Two Hundred Twenty-Five Dollars (\$122,225) provided under this Agreement shall be used by City to provide purchase assistance to a minimum of one (1) Income

¹ The County reserves the right to make line-item changes as necessary to cover budget line-item shortages

Eligible Household, at an amount up to Seventy Thousand Dollars (\$70,000) per very low & low-income family or up to Forty Thousand Dollars (\$40,000) per Low/Mod (50%-80% AMI) as defined in 24 C.F.R. Part 92.2. Program/Direct Service delivery costs for City to implement this Activity is \$2,000.00. The balance, if any, will be used to assist (or leverage) additional client(s).

When submitting requests for payments for direct services, they must be accompanied by a timesheet(s) which includes client name, address and a description of work tied to hours billed.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	PROJECTED YEARLY TOTAL	START-UP	COMPLETION
Identify and process Income Eligible Households	1	December 1, 2023 (Ongoing)	January 31, 2025
Review Bank Package, Income certification, Inspection, etc.	1	December 1, 2023 (Ongoing)	February 15, 2025
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	1	January 1, 2024 (Ongoing)	March 1, 2025
Closings/ Clients Assisted	1	February 1, 2024 (Ongoing)	March 15, 2025
Provide Quarterly Progress Reports to County	6	October 1, 2023	March 31, 2025
Final Invoice to County	1	September 30, 2024 (Ongoing)	March 31, 2025
Provide Final Report to County with Final Beneficiary Data	1	March 1, 2025	March 31, 2025

EXHIBIT D

MONTHLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text. Year Click or tap here to enter text.

Project Fiscal Year Click or tap here to enter text. Date of Report Click or tap here to enter text.

1. Project Information.

City or Agency Name Click or tap here to enter text.

Project Title Click or tap here to enter text.

Project Start-up Date Click or tap to enter a date.

Project Completion Date Click or tap to enter a date.

Revised Completion Date if applicable Click or tap to enter a date.

Name and Title of Person Preparing the Report Click or tap here to enter text.

Signature _____

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	Fiscal Year Project budget	Total Expenditure Up to Last Billing	Expenditures not yet submitted	Total Funds Expended to Date	Percentage Expended
HOME Funds				\$ -	0%
Other Funding (specify source)				\$ -	0%
Total Project	\$ -	\$ -	\$ -	\$ -	0%

3. Percent of Project completed to date Click or tap here to enter text. %

4. Declaration of Agency Program Income.

Program Income/Recapture Amount: \$ Click or tap here to enter text. Funding Year FY Click or tap here to enter text. Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text.

Date received by City Click or tap here to

enter text. Type of Activity (Rehab or DPA) Click or tap here to enter text. Date check sent to County

Click or tap here to enter text.

5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable

Work Tasks	Projected Yearly Project Performance	Status during period of this report (i.e., Underway or Completed)	Indicate number served during this report period only	Fiscal Year to Date Progress
Identify and process Income Eligible Households	1			
Review Bank Package, Income certification, Inspection, etc.				
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	1			
Closings/ Clients Assisted	1			
Provide Quarterly Progress Reports to County	6			
Final Invoice to County	1			
Provide Final Report to County with Final Beneficiary Data	1			

Beneficiary Information for clients being served <u>this Report Period</u>	Name	Address	City
	1. Click or tap here to enter text. 2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	1 Click or tap here to enter text. 2 Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	Click or tap here to enter text.

6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.

Click or tap here to enter text.

7. Did the City make any changes with regards to contractors/vendors associated with the project? ☐no yes ☐

Please explain: Click or tap here to enter text.

8. Did the City make, or does it plan on making, any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?

☐no yes ☐ Please explain: Click or tap here to enter text.

For any completed project, please complete the Direct Benefit Report Form that follows as Attachment 1 to this Exhibit. The form will serve as a running total of beneficiary data.

ATTACHMENT 1 TO EXHIBIT D

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable)
assisted/served since execution of the Agreement.

5	HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																					
6	Subrecipient:																					
7	Accomplishment Period:										Is this a Final Report: *											
8	Cells with an asterisk (*) have DROP DOWN OPTIONS please click on cell below																					
9																						
10	LOCATION (TAB 1 IN IDIS)																					
11	IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star *	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *				
12							Broward															
13							Broward															
14							Broward															
15							Broward															
16							Broward															
17							Broward															
18							Broward															
19	COSTS (TAB 2 IN IDIS)																					
20	CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!										ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)										ENTER APPLICABLE PRIVATE	
21																						
22																						
23	Last Name	Amortized Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fees \$- Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type- Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type- Fund Name	Other State Fund \$	Last Name	Tax Exempt Bonds	Total \$	Last Name	Private Loans \$	Owner Cash Contribution \$				
24	0					\$ -								0	\$ -	0						
25	0					\$ -								0	\$ -	0						
26	0					\$ -								0	\$ -	0						
27	0					\$ -								0	\$ -	0						
28	0					\$ -								0	\$ -	0						
29	0					\$ -								0	\$ -	0						
30	BENEFICIARIES (TAB 3 IN IDIS)																					
31	Unit Number	Number of Bedrooms *	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type *														
32																						
33																						

EXHIBIT E

REQUEST FOR PAYMENT

**HOME Investment Partnerships Grant Program
Fiscal Year 2023 to 2024**

Contract Period: _____ **to** _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

EXHIBIT F

FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]

MORTGAGE TO SECURE HOME INVESTMENT PARTNERSHIPS PROGRAM FINANCING FOR HOME REPAIR Form Version: November 2023

This Mortgage to Secure HOME Investment Partnerships Program Financing for Home Repair ("Mortgage") made this ____ day of _____, 20__, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

- A. Mortgagee is a recipient of HOME Investment Partnerships Program funds pursuant to 24 C.F.R. Part 92, (the "HOME Rules and Regulations") and has agreed to loan a portion of Mortgagee's HOME program funds to Mortgagor for purposes of home repair activities for the Property (as defined herein).
- B. Mortgagor is indebted to Mortgagee in the principal sum of _____ Dollars (\$ _____) ("Loan"), which indebtedness is evidenced by Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [insert position] mortgage on the Property.

[IF SUPERIOR FIRST MORTGAGE]

This Mortgage is expressly made subject to, junior, inferior, and subordinate in payment and in all other respects to the lien, priority, terms and conditions, in that certain mortgage from [] (the "First Mortgagee") to Mortgagor dated [], recorded in the Official Records of Broward County, Florida (the "First Mortgage") securing that certain promissory note having an original principal face amount of [] Dollars (\$[]), dated [] (the "First Note"), made by Mortgagor and payable to First Mortgagee, as well as to any refinancing thereof, but only if the purpose of the refinancing is the lowering of the interest rate on the First Note.

[IF SUPERIOR SECOND MORTGAGE]

This Mortgage is expressly made subject to, junior, inferior, and subordinate in payment and in all other respects to the lien, priority, terms and conditions, in that certain mortgage from [] (the "Second Mortgagee") to Mortgagor dated [], recorded in the Official Records of Broward County, Florida (the "Second Mortgage") securing that certain promissory note having an original principal face amount of [] Dollars (\$[]), dated [] (the "Second Note"), made by Mortgagor and payable to Second Mortgagee, as well as to any refinancing thereof, but only if the purpose of the refinancing is the lowering of the interest rate on the Second Note.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.
2. **Term of Mortgage.** The term of this Mortgage shall be [] () years from the date of execution of the Note.
3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.
4. **Insurance.**
 - a. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.
 - b. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.
 - c. All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.
 - d. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.
 - e. If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- f. If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.
6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.
7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.
8. **Care of Property.**
- a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.
 - b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.
9. **Transfer of the Property** No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.
10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal

or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

- a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.
- b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.
- c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby

unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

- d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.
- e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.
- f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.
- g. Any action prohibited herein.
- h. The transfer or lease of the Property to a third party.
- i. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida, by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

24. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

25. **No Waiver; Mortgage Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

26. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

27. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

MORTGAGOR

Witness #1:

Signature

Print Name of Witness

Address: _____

By _____
Signature

(Print or Type Name)
____ day of _____, 20__

Witness #2

Signature

Print Name of Witness

Address: _____

By _____
Signature

(Print or Type Name)
____ day of _____, 20__

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Print Name: _____
Notary Public, State of Florida at Large
Commission No. _____

ATTACHMENT A

To

**Mortgage to Secure HOME Investment
Partnerships Program Financing for Home Repair**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE

[PROJECT NAME]

Forgivable Loan

\$ (Amount to be inserted) _____, 20__

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____, promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars (\$_____) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This HOME Investment Partnerships Program ("HOME") Promissory Note ("Note") is secured by a Mortgage to Secure HOME Financing for Home Repair ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of the Mortgage securing this Note, which date is the _____ (____[th]) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied. Upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Promissory Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan, or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.

5. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

6. This Promissory Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

7. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Promissory Note shall be provided as specified in Section 20 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

11. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20__.

By: _____

(Print or Type Name)

____ day of _____, 20__.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 20__, by
_____, as _____, who is personally known to me or who has
produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large

Commission No. _____

My Commission Expires:

**ATTACHMENT A
TO HOME PROMISSORY NOTE**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, gender identity, religion, marital status, familial status, disability, sexual orientation, ancestry, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

<https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf>

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance Division.



Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT H
FORM OF HOMEBUYER AGREEMENT

BROWARD COUNTY

HOME Program
Homebuyer Purchase Assistance Agreement

Homebuyer/s: _____

Property Address: _____

Commitment/Funding Amount: \$ _____ Property Value: \$ _____

Commitment includes all HOME funds: Purchase assistance amount, fees, and service delivery, if applicable.

This Agreement is entered into by _____ ("the Agency") and Homebuyer/s noted above ("Homebuyer/s"), collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the Agency has received **HOME** funds appropriated by the National Affordable Housing Act of 1990, as amended, and from the U.S. Department of Housing and Urban Development (hereinafter called "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994.

WHEREAS, the Agency has agreed to use the HOME funds to finance a Homebuyer Purchase Assistance Program and meet the requirements as set forth in 24 CFR Part 92, as amended or waived by HUD.

NOW THEREFORE, the Parties covenant and agree as follows:

1. AFFORDABILITY PERIOD

The property must remain affordable for a term of _____ years (the "Affordability Period"), or until the first of the following events occur: (1) Homebuyers sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) The Homebuyers no longer occupy the unit as their principal residence; or (3) The Homebuyer dies, or if a married couple, the survivor dies.

2. FUNDING AMOUNT AND FORM OF ASSISTANCE

TERMS:

The Agency will provide a Deferred Payment Loan in an amount up to \$ _____ at Zero (0%) percent interest for a period no less than and not to exceed the term of affordability identified in Paragraph 1 above.

City terms:

At the end of the Affordability Period, the remaining outstanding principal amount shall be forgiven.

Amount inclusive of all fees with service delivery ____ YES ____ NO

3. RECAPTURE/RESALE PROVISIONS

Recapture provisions will apply pursuant to 24CFR92.254 upon one or more of the following events: (1) the homebuyers sell, transfer or dispose of the assisted unit (by either sale, transfer, bankruptcy or

Homebuyers' Initials & Date

Agency Initials & Date

foreclosure, etc.); (2) the homebuyers no longer occupy the unit as their principal residence; or (3) the homebuyer dies, or if a married couple, the survivor dies. If the housing does not continue to be the principal place of residence for the family for the entire duration of the affordability period, then recapture provisions will apply.

Pursuant to 24 CFR 92.254 (a) (5) (ii) (A)(2), the Agency will require homebuyers to repay the entire amount of the HOME investment if any of the stated recapture events occur.

The Agency will NOT exercise a resale provision pursuant to 24 CFR 92.254(a)(5). These and other repayment provisions shall be enforced via the Promissory Note and/or Mortgage, which will also be executed at closing.

4. PROGRAM REQUIREMENTS

The Agency and the Homebuyer/s agree to comply with these program requirements, as set forth in the HOME regulations (24 CFR Part 92 Subpart F) as follows:

- a) Income Eligible and Principal Residence: The Homebuyer/s have certified that at the time of application and approval, their annual income does not exceed eighty (80%) percent of the median income for the area, as determined by HUD, with adjustments for family size;
- b) Principal Residence: The Homebuyer/s certify that the property will be their principal residence during the Affordability Period;
- c) Property Value: The property is located within the jurisdiction of the Agency's HOME Program and has an appraised value of \$ _____ which is equal or less than ninety-five percent (95%) of the area median sales price at or below \$ _____. The Agency has reviewed the household income and the property value requirements in accordance with the HOME Program requirements, and has approved the Homebuyer/s and property as eligible for funding
- d) Property Maintenance: The Homebuyer/s must maintain the property, including payment of property taxes, property insurance and flood insurance (if applicable) and homebuyer's insurance, during the Affordability Period. Broward County will be named as Additional Mortgagee on all property and flood insurance coverage during the Affordability Period;
- e) Housing Quality Standards: the property, at initial occupancy by the Homebuyers, has met, at a minimum, Section 8 Housing Quality Standards (HQS)/Uniform Physical Condition Standards (UPCS) and local building codes and ordinances of Broward County. The Agency has inspected the property or reviewed the appraisal and/or the property inspection report and has approved this project eligible for funding on this basis;
- f) Equal Opportunity, Fair Housing and Affirmative Marketing (24 CFR Part 92.351);
- g) Environmental review;
- h) Lead-based paint inspections and mitigation;
- i) Conflict of interest;
- j) Flood insurance coverage; and
- k) Executive Order 12372.

5. ESTIMATED START DATE AND DISBURSEMENT OF FUNDS

The Homebuyers agree that the funds will only be used as a subsidy to a private loan to lower monthly housing costs (PITI) to the Homebuyers, and to pay closing costs and a part of the down payment amount (if necessary). The HOME funds shall be disbursed by the Agency at the time of loan closing, estimated to be within ninety (90) calendar days of this Agreement.

6. RECORDS AND REPORTS

The Agency and Homebuyers agree to complete all reports and maintain documentation (as applicable to each party) in accordance with HUD guidelines (24 CFR Part 92) for a period of five (5) years after the end of the affordability term.

Homebuyers' Initials & Date

Agency Initials & Date

7. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and shall be secured by a Mortgage on the property. Failure by the Homebuyer/s to comply with the terms of this Agreement and the loan documents will be considered a default, and appropriate legal actions will be taken.

8. HOMESTEAD EXEMPTION

Throughout the Affordability Period, the Agency reserves the right to confirm the premises is in use as the Homebuyer's principal residence. The primary (but not sole) indication that the premises is the principal residence is continued Homestead Exemption throughout the Affordability Period. If Homestead Exemption lapses during the Affordability Period, the Agency will assume the premises is no longer the Homebuyer's principal residence, will demand full repayment of the assistance provided, and take appropriate legal action to secure repayment.

9. DURATION OF THE AGREEMENT

This Agreement will be in effect for a term which shall run for the duration of the Affordability Period established under Paragraph 1.

10. REFINANCING AND SUBORDINATION OF HOME FUNDS

For Broward County to consider a subordination request when Homebuyer refinances their first mortgage, among other conditions, Broward County requires that there is no cash out on the refinance, at least 10% equity is retained, Broward County stays in second lien position, and the Homebuyer must provide the County a current property appraisal along with other current information.

11. OTHER PROVISIONS

No discrimination against any person or group of persons by the parties on account of race, sex, creed, religion, marital status, familial status, sexual orientation, disability, color or national origin shall be made in performance of this Agreement.

Nothing contained in this Agreement or any act of the Agency or the Homebuyers shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited of general partnership, joint venture or any association or relationship involving Broward County.

AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homebuyer/s:

City/Agency Name:

Homebuyer Signature Date

Signature (Agency Designee)

Homebuyer: Print Name Date

Date: _____

Homebuyer Signature Date

Homebuyer: Print Name Date

Homebuyers' Initials & Date

Agency Initials & Date

BROWARD COUNTY HOME CONSORTIUM
Amended Purchase Assistance Program Homebuyer Agreement

Homebuyer/s: _____

Property Address: _____

Amended Commitment Amount: \$_____ Date: _____
(All HOME funds to include final assistance amount per closing statement, fees, and service delivery, if applicable.)

FINAL AGREED TO AND ACCEPTED by the Parties on the date last noted below:

Homebuyer/s:

_____	_____	_____
Homebuyer Signature	Print Name	Date

_____	_____	_____
Homebuyer Signature	Print Name	Date

City/Agency Name:_____

_____	_____	_____
Signature (Agency Designee)	Designee Print Name	Date

Final Recorded Mortgage Amount: \$_____

Homebuyers' Initials & Date

Agency Initials & Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-294

Agenda Date: 6/18/2024

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 Agreement with Broward County to provide funding and administration of HOME program funds for the City's Housing Rehabilitation Program for fiscal year 2023-2024; providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach entered into a standard form HOME Consortium Cooperation Agreement to join the Broward County HOME Investment Partnerships Program. The Agreement designates the County as the HOME Consortium's representative member or lead entity to carry out the objective of the HOME Program on behalf of all the HOME Consortium members.

As the lead entity, the County is the recipient of HOME funds from the U.S. Department of Housing and Urban Development (HUD) for all members of the Broward County HOME Consortium and the County is responsible for allocating a portion of the funds to the City pursuant to the County's Consolidated Plan.

Current Activity

The Broward County Board of County Commissioners authorized HOME funding in the amount of One Hundred Fifty-Three Thousand Four Hundred Dollars (\$153,400) to fund the City of Deerfield Beach Housing Rehabilitation Program through an Agreement.

The Agreement between the City of Deerfield Beach and Broward County outlines a program that will benefit very-low- and low-income residents with eligible rehabilitation services. Funding will provide a direct subsidy of up to \$70,000 to qualified homeowners based on the area median income for Fort Lauderdale/Broward County as established by HUD, or in an amount up to \$40,000.00 per low/moderate income family. The program is critical to the success of the community as it provides a mechanism to removing barriers to attaining decent, sustainable housing.

Recommendation

Commission approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT WITH BROWARD COUNTY TO PROVIDE FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR THE CITY'S HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2023-2024; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") and Broward County (the "County") entered into a Home Consortium Cooperation Agreement, pursuant to which both entities joined the Broward County HOME Investment Partnerships Program Consortium (the "HOME Consortium"), and the County was designated as the HOME Consortium representative member or lead entity to carry out the objectives of the HOME Program on behalf of the HOME Consortium members; and

WHEREAS, the County, as the representative member or lead entity, has received HOME Program funding from the U.S. Department of Housing and Urban Development ("HUD") on behalf of all HOME Consortium members, including the City; and

WHEREAS, the County receives the HOME funding allocation pursuant to the County's consolidated plan, and the County included the City's Home Rehabilitation Program Minor Home Repair Project with a funding allocation of \$153,400.00; and

WHEREAS, on November 14, 2023, the Broward County Board of County Commissioners authorized HOME funding in the amount of \$153,400.00 to fund the City's Housing Rehabilitation Program (the "Home Rehab Program") based upon the terms and conditions of the Agreement attached as Exhibit "1"; and

WHEREAS, the Department of Community Services will utilize the funding to provide a direct subsidy to a minimum of one (1) income eligible household at an amount up to \$70,000.00 per very low and low-income family or in an amount up to \$40,000.00 per low/moderate income family; and

WHEREAS, the City's Home Rehab Program is critical to the success of the community as it provides a mechanism to removing barriers to attaining decent, sustainable housing; and

WHEREAS, in order for the City to receive the HOME funding in the amount of \$153,400.00 and implement the Home Rehab Program, the City and County must execute an Agreement, attached as Exhibit "1" (the "HOME Rehab Agreement"); and

WHEREAS, City staff recommends that the City Commission approve the HOME Rehab Agreement with the County, attached as Exhibit "1."

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

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

Section 2. The City Commission hereby approves the HOME Rehab Agreement, attached as Exhibit “1.”

Section 3. The Mayor and City Manager are hereby authorized to execute the Agreement with Broward County, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. 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



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2023 – 2024
(CFDA # 14.239 / FAIN # M23-DC-120201)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. Pursuant to 24 C.F.R. Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement, incorporated herein by reference, pursuant to which the Parties joined the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and County was designated the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program (as herein defined) on behalf of all of the HOME Consortium's members.

B. County, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Program funding from the United States Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 C.F.R. Part 92, and County desires to allocate a portion of the HOME Program funding to City.

C. Pursuant to 24 C.F.R. Part 92.105, County has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the County's consolidated plan, submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The Project (as defined herein) was included in County's consolidated plan.

E. On November 14, 2023 (Agenda Item No. 42), the Broward County Board of County Commissioners authorized HOME funding to fund the Project in City, under the terms more specifically described herein.

F. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3 **Code** means the Broward County Code of Ordinances.
- 1.4 **Commitment** means “Commitment” as defined under 24 C.F.R. Part 92.2.
- 1.5 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.
- 1.6 **County Administrator** means the administrative head of County appointed by the Board.
- 1.7 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.8 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.9 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.
- 1.10 **HUD** means the United States Department of Housing and Urban Development.
- 1.11 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.
- 1.12 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.13 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.

1.14 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, "HOME Investment Partnerships Program," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.15 **Subcontractor** means an entity or individual, regardless of tier and including subconsultants, providing services to City for all or any portion of the Project.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Monthly Progress Report
Exhibit E	Request for Payment
Exhibit F	Form of Mortgage and Note
Exhibit G	Affirmative Marketing Policy
Exhibit H	Homebuyer Agreement

ARTICLE 3. PROJECT

3.1 City shall provide and implement a Housing Rehabilitation Program for Income-Eligible Households in City as outlined in Exhibit A attached hereto.

3.2 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by sixty (60) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended HOME Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the

terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.3.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.3.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.3.3 City shall provide County with monthly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Monthly Progress Reports"). The Monthly Progress Reports for each month must be submitted to County no later than the tenth (10th) calendar day of the following month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.3.4 In addition to the Monthly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.3.5 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. City shall furnish to County any information County requests for preparation of reports required under 2 C.F.R. Part 200, 24 C.F.R. Part 92, and the Rules and Regulations of HUD, including but not limited to, the consolidated plan, annual action plan, and the annual performance report. Any changes to the Project as described in the consolidated plan, and/or the annual action plan must be approved by County prior to implementation.

3.4 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. The executed mortgage and promissory note shall be properly recorded by City and must be furnished to County within ten (10) days after recordation. City shall cooperate with

County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

3.6 HOME Funds shall be provided by City only to Income Eligible Households.

3.7 City shall meet or exceed the standards described in Exhibit A, and all Applicable Law, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Fifty-Three Thousand Four Hundred Dollars (\$153,400). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute HOME Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD. If HUD reduces the HOME funding allocation to the HOME Consortium, County shall reduce City's allocation proportionately.

4.3 City may not request disbursement of HOME Funds under this Agreement until the funds are needed for payment of eligible costs under 24 C.F.R. Part 92.206. City shall invoice County monthly, in an amount limited to the amount needed, if eligible Project expenditures, in accordance with Exhibit B and 24 C.F.R. Part 92.206, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;

- 4.3.5 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.6 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.7 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;
- 4.3.8 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Monthly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and
- 4.3.9 For reimbursement of any retainage paid by City, City must provide the following additional documentation:
 - (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
 - (b) Copies of executed release forms from all Subcontractors;
 - (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable);
 - (d) Copies of final certified plans and "as built" drawings, if applicable;
 - (e) Copies of final permits for the Project, and evidence that all permits for the Project have been closed;
 - (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
 - (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No HOME Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) days after receipt of City's proper Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code of Ordinances. To be deemed proper, all invoices must comply with all applicable requirements, whether set forth in this Agreement or the Code. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

4.9 County may suspend payment under this Agreement for any of the following events:

4.9.1 Ineligible use of HOME Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Monthly Progress Reports, beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended HOME Funds not provided to or reimbursed to City under the terms of this Agreement, including but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.2 or failure to comply with any other terms of this Agreement, may be reallocated by County to other HOME Program projects approved for funding by the Board.

4.11 Any HOME Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any HOME Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 92, or any other applicable Rules and Regulations of HUD, City must repay County such HOME Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that "Broward County" is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

- 7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

- 7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

- 7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications Equipment. City represents and certifies that it and its Subcontractors do not use any equipment, system, or service 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, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement

that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from HOME Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all HOME Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all Applicable Law, and regulations relating to the use of HOME Funds, including but not limited to the Rules and Regulations of HUD and requirements that may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Policies and Procedures Manual," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use HOME Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 92.257 and 24 C.F.R. Part 5.109.

8.6 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.7 City shall comply with the requirements set forth in 24 C.F.R. Part 92, Subpart H, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.7.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.7.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.7.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.

8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require

certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.

- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- 8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 92.504(c)(2)(vi), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 92.352, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 92.357.

8.8 City shall comply with the application requirements under 24 C.F.R. Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA")

(Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part, the following: notification of occupancy rights to applicants for housing and tenants, in accordance with 24 C.F.R. Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 C.F.R. Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 C.F.R. Part 5.2005(e), and 24 C.F.R. Part 92, Subpart H, 92.359, as applicable.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 92 (including 24 C.F.R. Part 92.520(e) and 24 C.F.R. Part 92.508), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 92.508 and 2 C.F.R. Part 200.

8.10 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 Regardless of the HOME allocation year, in accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homeowner, in substantially the form set forth in Exhibit H to this Agreement, that conforms with the requirements of 24 C.F.R. Part 92.254(b) and specifies the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met.

8.14 City shall ensure that the home rehabilitation performed pursuant to the Project complies with the property standards set forth in 24 C.F.R. 92.251(b), including but not limited to, (i) applicable state and local codes and ordinances, including zoning

requirements and the Florida Building Code; (ii) lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355; (iii) the standards for major systems, set forth in 24 C.F.R. Part 92.251(b)(1)(ii); (iv) the accessibility standards of 24 C.F.R. Part 8, and Titles II and III of the Americans with Disability Act (42 U.S.C. 12131-12189), as applicable, and (v) uniform physical conditions standard, in accordance with 24 C.F.R. 5.703 and 24 C.F.R. 5.705.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds provided only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

9.5.3 Any HOME Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 92.503, in accordance with the provisions under 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2023 ("Effective Date") and shall end on April 1, 2025, unless terminated earlier or extended pursuant to the terms of this Agreement. City must ensure Project Completion prior to expiration of this Agreement. City shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; or (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. County Administrator is hereby authorized to terminate this Agreement for convenience on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes

of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement, or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this Agreement, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S.

Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. Any audits or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, City shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Deerfield Beach
David Santucci, City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: web.citymgr@deerfield-beach.com

With a copy to:

City of Deerfield Beach
Bill Ganz, Mayor
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: web.commission@deerfield-beach.com

12.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.12 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME

Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for any interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any

governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.25 Use of County Name or Logo. City shall not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Entities of Foreign Concern. The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 4.3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the 14th day of November, 2024 (Agenda Item No. 42), and City of Deerfield Beach, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

_____ day of _____, 20__

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

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

KDR
FY23-24 HOME – City Administered – Deerfield Beach - Rehabilitation
3/29/2024

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS
FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2023 – 2024
(CFDA # 14.239 / FAIN # M23-DC-120201)**

CITY

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2023-2024

Project Description: City of Deerfield Beach
Housing Rehabilitation Program-Minor Home Repair

HOME Funds Allocation: \$122,225

Program Income: \$31,175

Total Allocation: \$153,400

Project Description:

HOME Funds in the amount of One Hundred Fifty-Three Thousand Four Hundred Dollars (\$153,400) provided under this Agreement shall be used by City to provide housing rehabilitation-minor home repair to a minimum of one (1) Income Eligible Household, at an amount up to Seventy Thousand Dollars (\$70,000) per very low & low-income family or up to Forty Thousand Dollars (\$40,000) per Low/Mod (50%-80% AMI) as defined in 24 C.F.R. Part 92.2. City shall certify each applicant for income-eligibility as provided for in this Agreement.

Program Summary

City shall require each Income Eligible Household to execute a Mortgage and Promissory Note for any HOME Funds provided in accordance with this Agreement in favor of the County. The maximum grant amount for each Income Eligible Household includes all administrative fees and lead-based paint fees. Applicants will be processed by City on a first-qualified, first-served basis. The existing home value shall be in accordance with homeownership value limits set annually by HUD regulations.

The loan terms shall be as follows:

- Maximum assistance of \$70,000 for each very low & low-income family and \$40,000 for low/mod income family.
- Fifteen (15) year, ten (10) year or five (5) year term depending upon loan amount and HOME affordability period, 0% Interest, Forgivable Loan ("Loan")
- The principal balance of the Loan shall be forgiven at the end of fifteen (15), ten (10) or five (5) years depending upon loan amount and HOME affordability

period, with no annual reduction. Full repayment of the Loan is due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the owner during the subject occupancy period.

- The loan terms are subject to the affordability periods as mandated by HUD regulations.

Rehabilitation Assistance	
Investment amount	Affordability period
Less than \$15,000	5 years
\$15,000-\$40,000	10 years
More than \$40,000	15 years

City's Responsibilities

- City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.
- City will forward to County within 30 days all original Mortgages, Promissory Notes (with a recorded copy) and **Homeowner Agreements** (Homeowner Agreements are not required to be recorded).
- City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.
- City shall comply with HUD Rules and Regulations governing the project, including, but not limited to, the following:
 - Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 C.F.R. Part 92.251, Property Standards.
 - Lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355.
 - Income Eligible Household shall refer to a household with a maximum household income less at 80% or below of County median income.
 - Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

- **City will ensure that each household has a written homeowner rehabilitation agreement substantially in the form set forth in Exhibit H, as per 24 C.F.R. 92.504(c)(5)(i) prior to disbursing HOME funds.**

County's Responsibilities

- County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.
- County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Deerfield Beach

Subrecipient Unique Entity Identifier: RNAJUJR8BKA5

Federal Award Identification Number (FAIN): M23-DC120201

Federal Award Date: November 16, 2023

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: \$153,400; Amount includes only federal funds from County's fiscal year 2023-2024 Annual Action Plan and Program Income.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

Assistance Listings number and Title: CFDA 14.239 – HOME Investment Partnership Program (HOME Program); The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B - CFDA 14.239

Identification of whether the award is R&D: No

Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

The HOME Rehabilitation Program is designed to assist homeowners with minor rehabilitation of substandard owner-occupied housing units in need of repairs to correct code violations and health and safety issues.

- 1) *Rehabilitation standards should address the Cities Priorities and compliance with HUD HOME Regulations.*

The City establishes the priority as follows;

- i. Health and safety,*
- ii. major systems,*
- iii. Lead-based paint,*
- iv. Accessibility, and*
- v. code deficiencies prior*
- vi. Disaster mitigation, where relevant.*

Program Implementation Overview

The City of Deerfield Beach's Community Development Department, through its Housing Division, is responsible for the management, implementation, and the bidding and construction process of the City's Owner-Occupied Minor Home Rehabilitation Program. The Housing and Community Development Manager, or her designee, operates the program according to the housing guidelines and consistent with HUD regulations and County policies. Personnel will assist Income Eligible Households that meet the HUD income guidelines and currently own a home and occupy it as their primary and only residence within the City of Deerfield Beach. Accomplishments will be measured through the completion of minor home rehabilitation projects for a minimum of two (2) homes within the City. Program implementation includes the following:

Direct service to HOME eligible recipients and properties may include, but is not limited to:

- a. Advertise and distribute program information to ensure the community is aware of available funding through the Owner-Occupied Rehabilitation Program.
- b. Coordinate client intake and property eligibility.
- c. Process and approve applications.
- d. Perform property assessments.
- e. Develop a comprehensive bid specification and Scope of Work for eligible units.
- f. Conduct established bidding procedures.
- g. Award to qualified contractors.
- h. Prepare City's closing documents.
- i. Schedule closings with qualified owner-occupants.
- j. Prepare transmittal documents for recording in a timely fashion.

- k. Oversee and manage the construction process from permitting through the final inspections.
- l. Review and approval of change orders.

2. Quarterly reporting of program status:

- a. Provide Quarterly Reports on program activities and progress.
- b. Review current status of program for compliance with HUD guidelines and program objectives.
- c. Complete all reports required by County and HUD.
- d. Monitor program expenditures.
- e. Prepare and submit reimbursement requests.

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

BUDGET NARRATIVE	Cost Category	HOME Funds	City Funding	Other Funding Sources	Total
A	Personnel (Service Delivery/ADC)				\$ -
	Fringe Benefits				
B	Travel				\$ -
C	Equipment/Supplies				\$ -
D	Direct Client Subsidy	\$ 151,400.00			\$ 151,400.00
E	Contractual Services	\$ 2,000.00			\$ 2,000.00
F	Construction				\$ -
G	Inspections/Testing				\$ -
H	Lien Recording/Doc. Stamp Fees				\$ -
I	Other				\$ -
Total		\$ 153,400.00	\$ -	\$ -	\$ 153,400.00

BUDGET NARRATIVE ¹

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for HOME funding sources utilized in financing the Project.

- Direct Client Subsidy: Cost of rehabilitation for a minimum of one (1) Income Eligible Household at an amount up to \$70,000.00 per very low to low-income family or up to \$40,000 to low/mod-income family as defined in 24 C.F.R. Part 92.2. **The balance, if any, will be used to assist (or leverage) additional client(s) for home rehabilitation.**
- Activity Delivery Cost (ADC): (when submitting reimbursement must include timesheets and or negotiated contracts) associated with implementation of the Project is = **\$2,000.00**
- Other Costs (appraisals, recording fees, etc.): [Click or tap here to enter text.](#)

HOME Funds under this agreement in the amount of One Hundred Fifty-Three Thousand Four Hundred Dollars (\$153,400) provided under this Agreement shall be used by City to provide home rehabilitation assistance to a minimum of one (1) Income

¹ The County reserves the right to make line-item changes as necessary to cover budget line-item shortages

Eligible Household, at an amount up to Seventy Thousand Dollars (\$70,000) per very low & low-income family or up to Forty Thousand Dollars (\$40,000) per Low/Mod (50%-80% AMI) as defined in 24 C.F.R. Part 92.2. Program/Direct Service delivery costs for City to implement this Activity is \$2,000.00. The balance, if any, will be used to assist (or leverage) additional client(s).

When submitting requests for payments for direct services, they must be accompanied by a timesheet(s) which includes client name, address and a description of work tied to hours billed.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	PROJECTED YEARLY TOTAL	START-UP	COMPLETION
Identify and process Income Eligible Households	1	December 1, 2023 (Ongoing)	November 1, 2024
Preparation and Execution of Homeowner Agreements with Income Eligible Clients (Encumber funds)	1	January 1, 2023 (Ongoing)	December 31, 2024
Provide Quarterly Progress Reports to County	6	October 1, 2023	March 31, 2025
Commence Work Write-Ups	1	January 31, 2024	November 30, 2024
Commence Repairs	1	February 1, 2024	December 31, 2024
Repairs Completed	1	n/a	March 15, 2025
Final Invoice to County	1	n/a	March 31, 2025
Provide Final Report to County with Final Beneficiary Data	1	n/a	March 31, 2025

¹ The timeline is in accordance with the County being able to comply with the HUD commitment regulations. The County (unless there is an exception (approved on a case-by-case basis)) will not be extending the overall expiration deadline.

EXHIBIT D

MONTHLY PROGRESS REPORT

Report Months Covered: Click or tap here to enter text. to Click or tap here to enter text. Year Click or tap here to enter text.

Project Fiscal Year Click or tap here to enter text. Date of Report Click or tap here to enter text.

1. Project Information.

City or Agency Name Click or tap here to enter text.

Project Title Click or tap here to enter text.

Project Start-up Date Click or tap to enter a date.

Project Completion Date Click or tap to enter a date.

Revised Completion Date if applicable Click or tap to enter a date.

Name and Title of Person Preparing the Report Click or tap here to enter text.

Signature _____

2. Project Cost (Includes expenditures not yet submitted for reimbursement)

	Fiscal Year Project budget	Total Expenditure Up to Last Billing	Expenditures not yet submitted	Total Funds Expended to Date	Percentage Expended
HOME Funds				\$ -	0%
Other Funding (specify source)				\$ -	0%
Total Project	\$ -	\$ -	\$ -	\$ -	0%

3. Percent of Project completed to date Click or tap here to enter text. %

4. Declaration of Agency Program Income.

Program Income/Recapture Amount: \$ Click or tap here to enter text. Funding Year FY Click or tap here to enter text. Client Name Click or tap here to enter text. City Click or tap here to enter text.

Address Click or tap here to enter text.

Date received by City Click or tap here

to enter text. Type of Activity (Rehab or DPA) Click or tap here to enter text. Date check sent to County Click or tap here to enter text.

5. Indicate work tasks and qualified accomplishments completed during the period of this report. Indicate n/a if not applicable

Work Tasks	Projected Yearly Project Performance	Status during period of this report (i.e., Underway or Completed)	Indicate number served during this report period only	Fiscal Year to Date Progress
Identify and process Income Eligible Households	2			
Preparation and Execution of Homeowner Agreements with Income Eligible Clients (Encumber funds)	2			
Provide Quarterly Progress Reports to County	6			
Commence Work-Write Ups	2			
Commence Repairs	2			
Repairs Completed	2			
Final Invoice to County	2			
Provide Final Report to County with Final Beneficiary Data	1			

Beneficiary Information for clients being served <u>this Report Period</u>	Name 1. Click or tap here to enter text.	Address 1 Click or tap here to enter text.	City Click or tap here to enter text.
---	---	---	--

	2. Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	2 Click or tap here to enter text. 3. Click or tap here to enter text. 4. Click or tap here to enter text.	
--	---	--	--

6. If project(s) are not on schedule, describe any delays or problems encountered, the reason, and related actions.

Click or tap here to enter text.

7. Did the City make any changes with regards to contractors/vendors associated with the project? ☐no yes ☐

Please explain: Click or tap here to enter text.

8. Did the City make, or does it plan on making, any Substantial Changes to its program relating to activities, purpose, allocation priorities, or more than a 50% change in funding or beneficiaries previously approved by the County Commission?

☐no yes ☐ Please explain: Click or tap here to enter text.

For any completed project, please complete the Direct Benefit Report Form that follows as Attachment 1 to this Exhibit. The form will serve as a running total of beneficiary data.

ATTACHMENT 1 TO EXHIBIT D

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable)
assisted/served since execution of the Agreement.

HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																	
Subrecipient:																	
Accomplishment Period: Is this a Final Report: *																	
Cells with an asterisk (*) have DROP DOWN OPTIONS please click on cell below																	
LOCATION (TAB 2 IN IDS)																	
IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star *	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *
11						Broward											
12						Broward											
13						Broward											
14						Broward											
15						Broward											
16						Broward											
17						Broward											
18						Broward											
COSTS (TAB 2 IN IDS)																	
CHOOSE ONLY ONE HOME FUND TYPE THIS FY ONLY																	
ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Place, Amount and FY)																	
ENTER APPLICABLE PRIVATE FUNDS (Fund Type/Place, Amount and FY)																	
Last Name	Amortized Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fees \$-Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type- Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type- Fund Name	Other State Fund \$	Last Name	Tax Exempt Bonds	Total \$	Last Name	Private Loans \$	Owner Cash Contribution \$
23																	
24	0					\$ -							0	\$ - 0			
25	0					\$ -							0	\$ - 0			
26	0					\$ -							0	\$ - 0			
27	0					\$ -							0	\$ - 0			
28	0					\$ -							0	\$ - 0			
29	0					\$ -							0	\$ - 0			
BENEFICIARIES (TAB 3 IN IDS)																	
Unit Number	Number of Bedrooms *	Occupant *	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type *									
31																	
32																	
33																	

EXHIBIT E

REQUEST FOR PAYMENT

**HOME Investment Partnerships Grant Program
Fiscal Year 2023 to 2024**

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

8. Certification:
 I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

 Signature and Title of Authorized Official

 Date

EXHIBIT F

FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]

MORTGAGE TO SECURE HOME INVESTMENT PARTNERSHIPS PROGRAM FINANCING FOR HOME REPAIR

Form Version: November 2023

This Mortgage to Secure HOME Investment Partnerships Program Financing for Home Repair ("Mortgage") made this ____ day of _____, 20__, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and Broward County, a political subdivision of the State of Florida, whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "Mortgagee").

- A. Mortgagee is a recipient of HOME Investment Partnerships Program funds pursuant to 24 C.F.R. Part 92, (the "HOME Rules and Regulations") and has agreed to loan a portion of Mortgagee's HOME program funds to Mortgagor for purposes of home repair activities for the Property (as defined herein).
- B. Mortgagor is indebted to Mortgagee in the principal sum of _____ Dollars (\$ _____) ("Loan"), which indebtedness is evidenced by Mortgagee's Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Loan as evidenced in the Note, payable to Mortgagee, and agrees to comply with the terms and conditions of this Mortgage and Note, and the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default (as defined below) has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [insert position] mortgage on the Property.

[IF SUPERIOR FIRST MORTGAGE]

This Mortgage is expressly made subject to, junior, inferior, and subordinate in payment and in all other respects to the lien, priority, terms and conditions, in that certain mortgage from [] (the "First Mortgagee") to Mortgagor dated [], recorded in the Official Records of Broward County, Florida (the "First Mortgage") securing that certain promissory note having an original principal face amount of [] Dollars (\$[]), dated [] (the "First Note"), made by Mortgagor and payable to First Mortgagee, as well as to any refinancing thereof, but only if the purpose of the refinancing is the lowering of the interest rate on the First Note.

[IF SUPERIOR SECOND MORTGAGE]

This Mortgage is expressly made subject to, junior, inferior, and subordinate in payment and in all other respects to the lien, priority, terms and conditions, in that certain mortgage from [] (the "Second Mortgagee") to Mortgagor dated [], recorded in the Official Records of Broward County, Florida (the "Second Mortgage") securing that certain promissory note having an original principal face amount of [] Dollars (\$[]), dated [] (the "Second Note"), made by Mortgagor and payable to Second Mortgagee, as well as to any refinancing thereof, but only if the purpose of the refinancing is the lowering of the interest rate on the Second Note.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.
2. **Term of Mortgage.** The term of this Mortgage shall be [] () years from the date of execution of the Note.
3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.
4. **Insurance.**
 - a. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.
 - b. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.
 - c. All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all receipts of paid premiums.
 - d. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.
 - e. If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- f. If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.
6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.
7. **Primary Resident.** As an inducement for Mortgagee to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.
8. **Care of Property.**
- a. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.
 - b. Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.
9. **Transfer of the Property.** No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.
10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or

Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagee notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

- a. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.
- b. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.
- c. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner

of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

- d. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.
- e. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.
- f. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.
- g. Any action prohibited herein.
- h. The transfer or lease of the Property to a third party.
- i. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the first position mortgage on the Property, shall receive title to the Property free and clear from provisions, if any, in this Mortgage restricting the use of the Property to low or moderate-income households, restricting the ability to sell the Property, or otherwise imposing occupancy requirements on the Property.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Official Records of Broward County, Florida, by the Mortgagee at the expense of Mortgagor.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

24. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

25. **No Waiver; Mortgage Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

26. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

27. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

MORTGAGOR

Witness #1:

Signature

Print Name of Witness

Address: _____

Witness #2

Signature

Print Name of Witness

Address: _____

By _____
Signature

(Print or Type Name)

____ day of _____, 20__

By _____
Signature

(Print or Type Name)

____ day of _____, 20__

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

ATTACHMENT A

To

**Mortgage to Secure HOME Investment
Partnerships Program Financing for Home Repair**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE

[PROJECT NAME]

Forgivable Loan

\$ (Amount to be inserted) _____, 20__

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____, promises to pay to the order of Broward County, a political subdivision of the State of Florida ("Holder"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars (\$_____) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Attachment A, attached hereto. This HOME Investment Partnerships Program ("HOME") Promissory Note ("Note") is secured by a Mortgage to Secure HOME Financing for Home Repair ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Official Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. Upon the expiration of the term of the Mortgage securing this Note, which date is the _____ (____[th]) anniversary of the execution of this Note, so long as Maker has complied with all the terms of the Mortgage and this Note, the Mortgage shall be deemed satisfied. Upon request of Maker, Holder shall execute a Satisfaction of Mortgage, and the outstanding principal amount of this Promissory Note shall be forgiven. If, however, Maker sells or transfers title to the Property used to secure this Note prior to the full term of the Loan, or fails to comply with any terms and conditions of the Mortgage or this Note, the outstanding principal amount of this Note shall immediately become due and payable to Holder.

5. If this Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

6. This Promissory Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

7. In the event of a default by Maker of any term or condition of this Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorneys' fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Promissory Note shall be provided as specified in Section 20 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any of Holder's rights under this Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS NOTE.**

11. In the event that any provision of this Note is held to be unenforceable under the law, all remaining provisions of this Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20__.

By: _____

(Print or Type Name)

____ day of _____, 20__.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large

Commission No. _____

My Commission Expires:

**ATTACHMENT A
TO HOME PROMISSORY NOTE**

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

All HUD funded and County/City supported rental and homebuyer housing projects with five or more units are required to submit an Affirmative Fair Housing Marketing Plan (AFHM) for approval. The AFHM Plan details the marketing strategy designed to provide information and to attract eligible persons or families in the housing market area to the available units without regard to race, color, national origin, sex, gender identity, religion, marital status, familial status, disability, sexual orientation, ancestry, or any other basis prohibited by law. The plan will describe initial advertising, site signage, website and social media promotion, recorded messages, community outreach, and all other marketing and communication activities which will inform potential renters or buyers of the availability of the units.

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 C.F.R. 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

If public service announcements are made on radio and television stations, the Equal Opportunity logo or slogan must be used.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify the HFD. The County's Four Factor Analysis for LEP can be viewed at:

<https://www.broward.org/Housing/Documents/Four%20Factor%20Analysis%20and%20LAP-ADA.pdf>

Para obtener información adicional, visite el sitio web de HFD mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance Division.



Advertise in periodicals and circulars whenever possible, having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in visible locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

EXHIBIT H
FORM OF HOMEOWNER AGREEMENT

[attached]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-307

Agenda Date: 6/18/2024

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 change order with Heavy Civil, Inc. in the amount of \$125,910.40 for modifications to certain improvements for the Pioneer Grove Local Activity Center Drainage Improvements Project, for a total project cost of \$1,181,450.78; providing for execution, implementation, conflicts, and an effective date. (Funds from Account #462-5070-538-65-30 - Stormwater Capital - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$125,910.40

Account Name: Stormwater Capital - CIP Infrastructure

Account Number: 462-5070-538-65-30

Background/History

The purpose of this change order is to account for discrepancies in line items from the original bid and to address an unforeseen condition that arose during the course of construction. The total cost of the sum of these changes accounts to \$125,910.40 and requires commission approval.

The primary issue was that on NE 3 Ave, the proposed 60" pipe was originally planned for installation in the swale on the northbound lane. City staff met with AT&T due to discovery of a previously unknown concrete communications ductbank. It was determined it would be more cost-effective for the City to relocate its proposed stormwater trunk line than to wait and pay AT&T to relocate utility manholes and telecommunications cables in the location of the proposed pipe. Consequently, the engineer of record proposed that the 60" pipe be relocated to the southbound lane, necessitating additional conflict structures and new work. This includes demolishing the existing drainage, adding new conflict boxes around the water and sewer lines, modifying structure boxes, relocating the water main, and extra labor for the additional work and time associated with this change. The cost of this modification will be \$77,475.

The second item is a "true-up" for the quantity required for sod restoration. This item initially had a very low quantity on the bid form in error at 6. The true quantity is 5000 square yards, for an additional cost of \$40,000. This unit price was negotiated to a cost significantly lower than the bid price at \$150 sy to \$8 sy.

There were additional costs to replace concrete pavers in Pioneer Park. This was originally shown as

restoration in concrete in the construction drawings. However, the City prefers restoration to the stylistic paver design characteristic of our city. This cost is \$3,124.20.

The final change is to account for a size change due to constructability review at the time of structure shop drawing submittal. A structure needed to increase in size to account for the openings required for the pipes and maintain its integrity. This cost is \$5,311.20

Current Activity

The engineer of record has provided a revised plan set that can be constructed in short order. Upon approval of these changes by the City Commission, work will progress with the revised location of the drainage trunk line on NE 3 Avenue.

Funds are available in the Stormwater Capital Fund reallocated from the Stormwater budget contingency.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, approve a change order associated with the Pioneer Grove (LAC) Drainage Improvement to continue progress in completing this important City project.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER WITH HEAVY CIVIL, INC. IN THE AMOUNT OF \$125,910.40 FOR MODIFICATIONS TO CERTAIN IMPROVEMENTS FOR THE PIONEER GROVE LOCAL ACTIVITY CENTER DRAINAGE IMPROVEMENTS PROJECT, FOR A TOTAL PROJECT COST OF \$1,181,450.78; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 23-18-BA (the “RFP”) for the Pioneer Grove Local Activity Center Drainage Improvements Project (the “Project”); and

WHEREAS, on November 14, 2023, the City Commission approved the Evaluation Committee ranking with Heavy Civil, Inc. (“Heavy Civil”) as the top ranked firm, and authorized execution of an agreement with Heavy Civil for the Project; and

WHEREAS, on January 10, 2024, the City entered into an agreement with Heavy Civil for the Project (the “Agreement”); and

WHEREAS, due to unanticipated/unforeseen conditions relating to a previously unknown AT&T concrete communications ductbank, the proposed 60” pipe originally planned for installation in the swale on the northbound lane on NE 3rd Avenue is no longer viable, and it is more cost-effective for the City to relocate its proposed stormwater trunk line than to wait and pay AT&T to relocate utility manholes and telecommunications cable in the location of the proposed pipe; and

WHEREAS, the City’s engineer of record for the Project is proposing that the 60” pipe be relocated to the southbound lane, necessitating additional conflict structures and additional work to include demolishing the existing drainage, adding new conflict boxes around the water and sewer lines, modifying structure boxes, and relocating the water main, which requires extra labor; and

WHEREAS, at the time of structure shop drawing submittal and constructability review of the submittal, it was determined that the structure needed to increase in size to account for the openings required for the pipes and to maintain its integrity; and

WHEREAS, during the construction phase of the Project, it was also determined that there were discrepancies in the RFP document bid form relating to the required quantity of sod for restoration within the Project as well as the type of pavers to be replaced in Pioneer Park; and

WHEREAS, Heavy Civil provided City staff with a proposal for a change order to address the unforeseen conditions and discrepancies as follows: (1) Adjustment/True-Up for the quantity of sod to 5000 square yards at cost of \$8 per square yard for an additional cost of

\$40,000.00; (2) removal and replacement of header curb & brick pavers for a cost of \$3,124.20; (3) relocation of the 60" pipe storm drain with additional work for a cost of \$77,475.00; and (4) the structure size change for a cost of \$5,311.20, (collectively, the "Change Order Services") for a total change order cost of \$125,910.40, which would increase the Project Cost to \$1,181,450.78; and

WHEREAS, Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount more than \$30,000 or ten percent of the original construction contract amount; and

WHEREAS, City staff recommends that the City Commission approve a change order to the Agreement in the amount of \$125,910.40, for Heavy Civil to provide the Change Order Services to address the discrepancies and unanticipated conditions, (the "Change Order") which will result in an updated Project Cost of \$1,181,450.78.

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 Change Order with Heavy Civil in the amount of \$125,910.40 for the Change Order Services, resulting in a total Project Cost of \$1,181,450.78.

Section 3. The appropriate City officials are authorized to execute the Change Order with Heavy Civil in the amount of \$125,910.40.

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

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



150 E. Sample Road, Ste 310, Pompano Beach, FL 33064

Office: 954-597-6443/786-200-1223 Cell

todd@heaveycivilinc.com or tiffany@heaveycivilinc.com

www.heaveycivilinc.com

Change Order Request No. 1

May 29, 2024

City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

RE: Pioneer Grove

This change order request is to Remove & Replace Header Curb & Brick Pavers that were not shown on the plan in the proximity of the proposed head wall

Header Curb	30 LF X \$40.79	\$1,223.70
Remove & Replace	150 SF X \$10.67	\$1,600.50
Sand Base for Pavers	1 LS	\$300.00
		\$3,124.20

This change order request is for additional installation of sod

Sod	5000 SY X \$8.00	\$40,000
		\$40,000

This change order request is for the size difference in the inlet J structure. Originally the structure size was 7 x 7. After submittal review, the size was changed to 7 x 9. Which incurred additional cost

Inlet J Structure	1 EA	\$4,736.20
Mud Work	LS	\$575.00
		\$5,311.20

This change order request is for the change of location of the 60 inch HDPE Storm Drain

Conflict Box #2	
1 Conflict Box	
Concrete Mud Material	
Labor to Install	\$22,651

Conflict Box #3	
1 Conflict Box	
Concrete Mud Material	
Labor to Install	\$19,024

Modify Box DA16	
Rebar LS	
Modify Inlet LS	
Labor to Modify	\$8,200

Extra Time to Complete work in intersection	
Extra Labor	\$6,000

Replace Street Signs	
5 EA	\$900

Slowed production on 3 rd Street due to Water Main and Sewer	
Extra Labor	\$17,200

Surveying	
LS	\$3,500

\$77,475

Grand Total:	\$125,910.40
---------------------	---------------------

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Print Name:

Signature:

Title:

Date of Acceptance:



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-290

Agenda Date: 6/18/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Annual Comprehensive Financial Report for the fiscal year ending September 30, 2023; 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

Section 218.32, Florida Statutes, requires each local governmental entity that is determined to be a reporting entity, as defined by generally accepted accounting principles ("GAAP"), to submit a copy of its annual financial report for the previous fiscal year to the Florida Department of Financial Services (the "Department") within nine months after the end of the fiscal year. The City of Deerfield Beach's deadline for submission of the financial report for the fiscal year ending September 30, 2023 ("FY2023") to the Department is June 30, 2024.

Current Activity

Marcum LLP, the City's independent auditors, performed the annual audit of the City's financial records for FY2023. The City's Interim Chief Financial Officer, Marcia Fennell, has prepared the City of Deerfield Beach, Florida's Annual Comprehensive Financial Report for FY2023, attached as Exhibit "A", (the "Annual Comprehensive Financial Report"), which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum, LLP.

Recommendation

Staff recommends adoption of the Resolution.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ACCEPTING AND ADOPTING
THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, Section 218.32, Florida Statutes, requires the City of Deerfield Beach (“City”) to submit a copy of its annual financial report for the previous fiscal year to the Florida Department of Financial Services within nine months after the end of the fiscal year; and

WHEREAS, Marcum, LLP, the City’s independent auditor, (“Marcum”) audited the City’s fiscal year 2023 financial statements and the City’s internal controls and compliance with legal requirements; and

WHEREAS, the City’s Interim Chief Financial Officer (“CFO”) has prepared the City of Deerfield Beach Annual Comprehensive Financial Report for Fiscal Year 2023, attached as Exhibit “A”, (the “ACFR”) which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum; and

WHEREAS, the City’s CFO recommends acceptance and adoption of the ACFR for FY 23, 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 accepts and adopts the ACFR for Fiscal Year 2023, attached as Exhibit “A,” including the report of the independent certified public accountants and other compliance reports submitted by Marcum.

Section 3. The appropriate City officials are authorized to submit the ACFR to the Florida Department of Financial Services and to do all things necessary to carry out the aims of this Resolution.

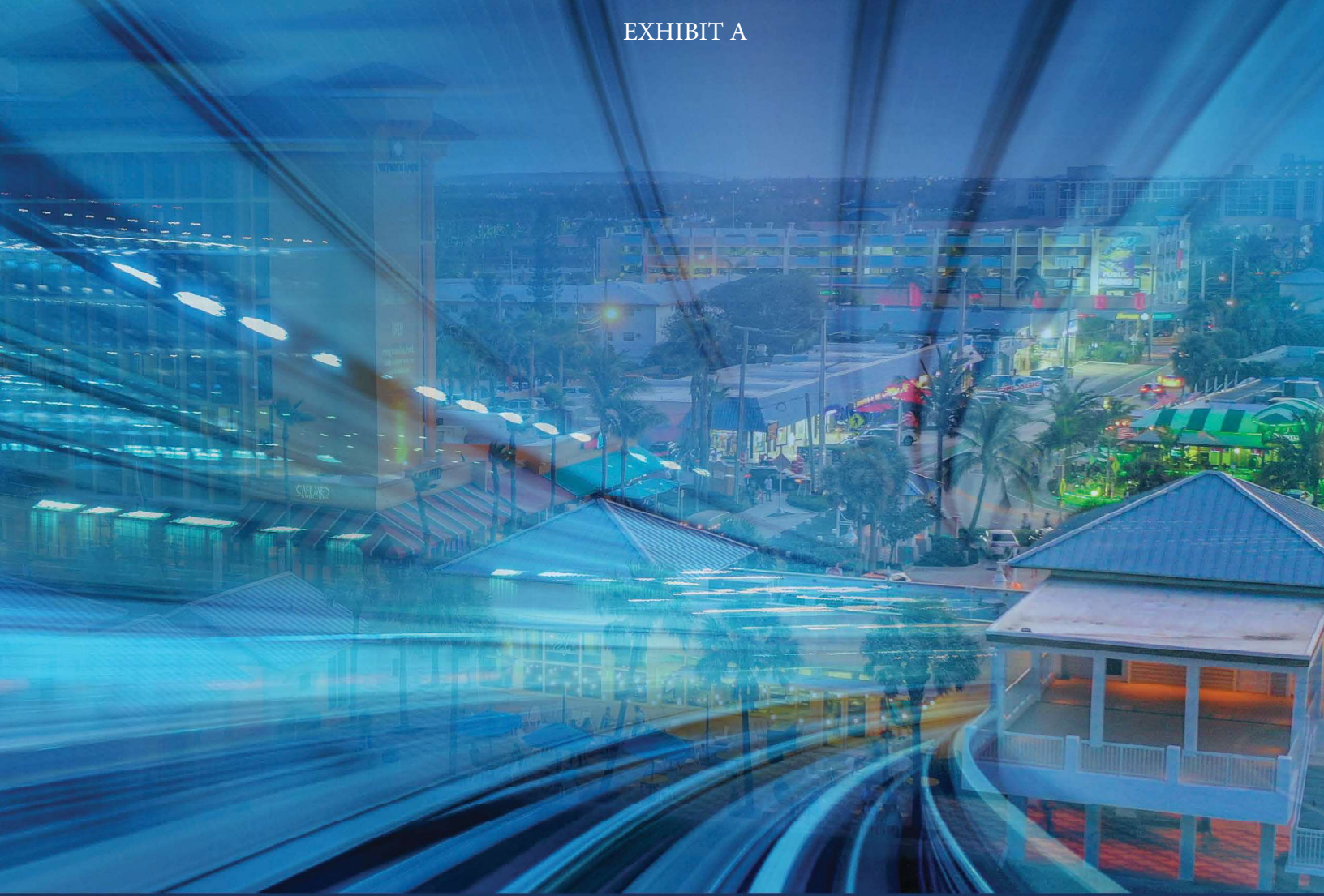
Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



BOLDLY DRIVING INTO 2023

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023



Deerfield Beach

Florida

Page 296 of 491

CITY OF DEERFIELD BEACH, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

CITY OF DEERFIELD BEACH, FLORIDA

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CITY OF DEERFIELD BEACH, FLORIDA

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INTRODUCTORY SECTION



June 5, 2024

Citizens of Deerfield Beach
Honorable Mayor and Members of the City Commission

It is our pleasure to submit to you the Annual Comprehensive Financial Report (ACFR) of the City of Deerfield Beach, Florida (City) for the fiscal year ended September 30, 2023, with a clean audit opinion with no audit findings.

The ACFR is designed to provide our Residents, Commission, City Staff, Bondholders, and other interested parties insight into how the City is managing public finances and assess accountability by:

- Assessing financial condition and results of operations;
- Comparing actual financial results with legally adopted budget, where appropriate;
- Assisting in determining compliance with finance related laws, rules, and regulations; and
- Assisting in evaluating the efficiency and effectiveness of City operations.

Florida Statute 218.32 and local ordinances require that the City issue a report on the financial position and activity within nine months of the close of each fiscal year. Additionally, the financial statements must be presented in conformity with generally accepted accounting principles (GAAP) and this report must be audited in accordance with generally accepted auditing standards and government auditing standards by an independent firm of certified public accountants.

We believe this report complies with these requirements and continues to present full financial accountability, disclosure, and transparency.

This philosophy is reflected through the informative financial analysis provided by the City's Financial Services Department and the exhibits and statistical tables included within the ACFR. Responsibility for the accuracy, completeness, and fairness of the presentation, including disclosures, rests with City management. Furthermore, we believe the data as presented is accurate in all material respects; presented in a manner designed to fairly represent the financial position and results of operations of the City; and includes all disclosures necessary to enable the reader to gain an understanding of the City's financial activity.

Independent Audit and Single Audit Requirements

Marcum LLP, a firm of licensed certified public accountants, audited the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the City's financial statements for the fiscal year ended September 30, 2023, are free of material misstatement. The independent audit involved examining evidence supporting the amounts and disclosures contained in the financial statements on a test basis; assessing the accounting principles used and representations made by management; and evaluating the overall financial statement presentation.

The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering unmodified or “clean” opinion that the City’s financial statements for the fiscal year ended September 30, 2023, are fairly presented in conformity with GAAP. The independent auditors’ report is included in the financial section of this report.

In addition to meeting the requirements set forth above, the independent audit was also designed to meet the special needs of federal and state grantor agencies as provided for in the Federal Single Audit Act, Office of Management and Budget (OMB) Uniform Guidance, Florida Single Audit Act in accordance with Chapter 10.550, and Rules of the Auditor General. These standards require the independent auditor to report not only on the fair presentation of the basic financial statements, but also on the audited government’s internal controls and compliance with legal requirements, with special emphasis on internal controls and legal requirements involving the administration of federal and state awards. These Compliance Reports are included under the Reporting Section of the ACFR.

This letter of transmittal is designed to complement Management’s Discussion & Analysis (MD&A) and should be read in conjunction with it. The City’s MD&A can be found immediately following the independent auditors’ report on the basic financial statements.

The City of Deerfield Beach

Profile

The City was incorporated in 1925 as the Town of Deerfield. In 1951, the Town of Deerfield was renamed to the City of Deerfield Beach. The City operates under the commission/manager form of government. The City Commission is comprised of the Mayor, Vice-Mayor, and three Commissioners who adopt legislation and policies, approves the City’s annual budget, levies taxes, and sets fees. The Commission appoints a professional City Manager who serves as the Chief Administrative and Executive Officer and is responsible for implementing policies adopted by the City Commission and directing city operations through appointment of Department Directors. The Commission also appoints the City Attorney and members of various boards and committees. The Mayor, elected at-large to a four-year term, acts as the formal representative of the City and presides over Commission meetings. The public also elects four City Commissioners by district who serve four-year terms. The Vice Mayor serves for a period of one year and is designated by the Commission as outlined in the City Charter.

Local Economy

Home to over 86,000 residents, the City is a medium-size coastal city located on the east coast of Florida in Broward County. The City is a diverse residential community with a complimentary mix of commercial development such as shopping and retail facilities, office buildings, restaurants, tourist lodgings, distribution, warehousing, manufacturing, and light industry. The major economic influences in this area are predominantly the housing market, travel and tourism, the regional job market, the changing business environment, severe weather events, global inflation and interest rates, and economic uncertainty. Considering these economic indicators play an important role in directing and prioritizing the use of City resources now and in the future.

According to the Broward County Property Appraiser’s Office, the final taxable value of the City for the year ended September 30, 2023 reflected an increase of 10.69% over the prior year. In October 2023, the overall residential median real estate sales for the County were up 10.53%, with the City being the 5th highest in the County. The City’s total assessed property values have sustained growth for the past several years. The growth in the tax base is attributed to its redevelopment efforts, commercial and residential development projects. The Florida Economic Estimating Conference published statistics in December of 2023 indicating Florida has seen an increased demand for real estate in the past several years, even though interest rates and the cost of borrowing climbed to historically high levels in 2023. However, the housing market is expected to begin to slow down.

The state of Florida unemployment rate is now approaching its lowest recorded rate at around 2.7%. Given the Federal Reserve's actions to cool off the economy through higher interest rates, the Conference expects the unemployment rate to start an upward drift hitting 3% in Fiscal Year 2023-24. With the low unemployment rate, local government continues to have difficulties retaining and attracting qualified employees. As a result, local governments continue to be extraordinarily understaffed. In Fiscal 2023, the city implemented a robust Pay and Class Study in order to maintain a top-quality workforce.

The Gross Domestic Product (GDP) is one measurement for assessing the economic health of the State of Florida. According to the latest data, Florida's quarterly GDP has generally performed better than the nation since the pandemic. In Fiscal Year 2021-22 the State's GDP surged to 7%, more than double the pre-pandemic-year growth rate. The State's economy expanded by 4.4% in Fiscal Year 2022-23, but the Conference expects growth to 2.8% and 1.1% over the current and next fiscal years as business and consumers transition from a high inflation environment to a high interest rate environment. The Consumer Price Index (CPI) for South Florida, all items less food advanced by 5.7% for the 12 months ending in December 2023, reported by the US Bureau of Labor Statistics.

Despite the challenges faced by the post-COVID pandemic conditions, the City continued to move forward with increasing economic and development programs. The City is currently undertaking a much-needed Enterprise Resource Planning (ERP) System to increase the effectiveness of financial planning and reporting. The implementation will bring process efficiency to many critical functions and operations of the City. The scope of the implementation includes improvements in accounts payable, general billing, inventory, human resources, payroll, purchase orders, project accounting and grants accounting. These improvements will bring value to the community, residents and employees.

Financial and strategic planning are of paramount importance to the City of Deerfield Beach. For fiscal year 2023, the City focused efforts on identifying its core values and key priorities and subsequently adopted a revised Strategic Plan. This plan covers the 2023 to 2028 period and emphasized key priorities of customer care; improved quality of life; sustainability; financial accountability; and modernization of city processes and infrastructure.

Services

The City provides a broad range of municipal services which include:

- Public Safety (Police, Fire-Rescue Services, Ocean Rescue Services, etc.)
- Code Compliance Services
- Solid Waste Collection and Disposal Services
- Water Production, Distribution, Maintenance, and Construction
- Wastewater Collection System Maintenance and Construction
- Stormwater Management
- Parks and Community Centers Management, Recreational, Cultural Programs and Activities
- Coastal and Environmental Protection and Management
- Public Land/Open Space Management
- Grounds Maintenance and Beautification
- Road and Bridge Maintenance and Construction
- Planning, Zoning, and Building Services
- Community and Social Services and Grants Administration
- General Administrative Services

Reporting Entity

The City government does not provide primary or secondary education or health care, as these are the responsibility of other taxing authorities. Both entities are independent special districts that are not part of the City. As such, financial data for them or for any other government has not been included in the financial statements in this report.

Blended component units, although legally separate entities are, in substance, part of the primary government's operations and are included as part of the primary government. Accordingly, the

Community Redevelopment Agency (CRA) is reported as a special revenue fund of the primary government.

Accounting and Internal Controls

This report consists of management's representations concerning the finances of the City. Consequently, the responsibility for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with management. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed to safeguard City assets from loss, theft or misappropriation and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. The cost of an internal control should not exceed the benefits to be derived; therefore, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. The valuation of costs and benefits requires estimates and judgments by management.

Budgetary Controls

The annual operating budget and Five-Year Capital Improvement Plan (CIP) serves as the foundation for the City's financial planning and control. All departments are required to submit expenditure requests and revenue projections, as applicable, for appropriation to the City Manager. The City Manager uses these requests and projections as the starting point for developing a proposed balanced budget. The City Manager then presents the proposed budget to the City Commission on or before the 15th of August of each year. The City Commission is required to hold public hearings on the proposed budget and to adopt a final budget by the 30th of September of each year. The annual operating budget is prepared and adopted in accordance with Florida Statute Chapter 166.241. The legally adopted budget is prepared by fund (i.e. General Fund), by function (i.e. Public Safety), and department (i.e. Law Enforcement), for current expenditures with separate appropriations established for the annual capital projects, debt service, interfund transfers, intergovernmental expenditures, and other various Enterprise and Special Revenue Funds. Continuous improvement to the budget revenue and expenditure allocations has provided for further alignment with functional areas to improve transparency and to better track full costs for the various functional services the City provides.

Budgetary control is administered in conformity with state statute, the City's Charter, and adopted ordinances. Generally, amendments to the budget that increase or decrease the overall appropriation, or amend the budget across fund or department require City Commission approval. Budget control is further administered by management at the divisional or budget unit level (i.e. Parking Authority). Budget-to-actual comparisons and analysis of all the City's Governmental and Proprietary Funds are provided to the Commission and management on a monthly basis. For the General Fund and the CRA Fund, a final annual comparison is presented in the Required Supplementary Information (RSI) section of the ACFR.

Major Initiatives

The City was awarded financial relief of approximately \$16.3 million from the American Rescue Plan Act (ARPA) and received its first tranche of \$8.15 million in FY2021. The City Commission approved the City's ARPA plan in November 2021 and the remaining amount (second tranche) was received during FY2022. The City completed the planning phase and began the implementation phase, with the goal of maximizing a return on investment through infrastructure improvements and economic impact. Staff began implementing the various projects and programs funded within the ARPA plan, such as the following:

- West Deerfield Beach Stormwater Improvements
- SE 8th Avenue Stormwater Improvements
- Park Improvements and Aquatic Center Upgrades

- Community Grants for Non-Profits
- Advanced Meter Reading Infrastructure Improvements
- Regional Beach Re-Nourishment Project

In addition to the progress made on the ARPA-funded initiatives above, the City continues to move forward on a number of other multi-year capital projects and business and community programs that reflect these priorities.

- **1045 SW 11th Way.** Since the 1990s, the City owned this parcel of land, intending for it to be developed for commercial use through a lease arrangement with the Florida Atlantic Research and Development Authority. After several failed attempts to bring a viable project to the site, possession of it was returned to the City. The City coordinated the successful November 2022 referendum and public awareness campaign for the sale of the property. The City is currently under contract with a developer to purchase the land for \$6.5 million, with \$7.5 million in community enhancements and the commitment to construct a \$180 million multi-use project.
- **Completion of 5-year Comprehensive Plan Update.** The City's Comprehensive Plan provides the direction and guidance that enables the City to preserve and enhance public services and the protection of natural resources. Approved by the City Commission in November 2022 under Ordinance 2023-025, the updated Plan was subsequently reviewed by both the State Commerce Department and Broward County Planning Council. It became effective in March 2023.
- **Review of Major Affordable Housing Development Project Applications.** Hillsboro Crossing (Tallman Pines Phase I) was approved by the City Commission in October 2022, with a 75-unit mid-rise apartment building dedicated to affordable housing. B'nai B'rith was approved by the City Commission in January 2023, with an additional mid-rise building containing 62 units for senior housing.
- **Construction of the new Braithwaite Center for Active Aging.** Under construction during FY2023, the new 22,000 square foot center will provide a structured and comprehensive array of programs and services geared to our senior population that improve their independence, community engagement, and quality of life. It also operates and administers an Alzheimer's and Multicultural Day Care Center and a preschool. It is the only intergenerational campus in Broward County.
- **Johnny Tigner Center.** The original Johnny Tigner Center was demolished, making way for a newly constructed community center to meet the needs of our growing community. The new two-story community center totals 14,000 square feet and will be located in the same vicinity of the demolished building, adjacent to the Leo Robb Gymnasium. It will incorporate a canopy structure to bridge the two buildings. This is a multi-year project. The design-build contract was initiated in FY2022, and work continued in FY2023.
- **Construction of Playgrounds.** Playground improvements in FY2023 included the following locations: Oveta McKeithen Recreation Complex (construction began in June 2023); Crystal Heights (permitted in August 2023); and Constitution Park (construction began in January 2023 and was completed in March 2023).
- **Aquatic Center Renovations.** A major repair and renovation project to address the gutter system, improve water circulation and filtration, and add a bulkhead to the pool to expand its use continued through 2023. Additional improvements to include shade canopies are scheduled to be completed in Summer 2024. This project was jointly funded by the School Board of Broward County.
- **West Deerfield Community Center.** Renovation of the community center is scheduled to be completed in Spring 2024. The renovations will enhance community space and parks and recreational programming in the western portion of the City and provide offices for Code Compliance, Parking Authority, and Park Rangers.

- **Citywide Median Improvements.** A median improvement plan for the major Florida Department of Transportation corridors within the City was approved by the City Commission and FDOT. This project will not only improve the appearance of the medians, but the replacement plantings will also consist of more native materials, less grass, and ultimately a significant savings of water. The work is scheduled to begin in June 2024.
- **Lifeguard Towers.** The replacement of nine (9) lifeguard towers along the Deerfield Beach coastline and the construction of one (1) additional tower on the North Beach will increase tower security, and improve visibility for our lifeguards. These new towers replace the existing towers that are approximately 25 years old, and have outlived their useful life. Initiated in June 2022, this is a multi-year construction project. Work continued through FY2023.
- **International Fishing Pier Improvements.** Although a structural assessment of the pier was proactively planned in 2023, Hurricane Nicole accelerated that need when damaging surf destroyed the T-portion of the pier. The needed repairs provided the City with an opportunity to enhance the City's crowning jewel on the beach with additional amenities for sightseers and anglers alike. This \$4.5 million project is scheduled to begin in June 2024 and take approximately 14 months to complete.
- **West Deerfield Beach Stormwater Improvements.** One of the worst residential flood areas in the City is within the Deer Run community. This project will provide additional underground storage and infiltration to Deer Run to reduce the severity and duration of flooding until the area is able to drain to the existing trunk line. Design was initiated in FY2023 for completion in FY2024.
- **SE 8th Avenue Stormwater Improvements.** The goal of this effort is to develop a cost effective and feasible engineering solution to address flooding in the SE 8th Avenue neighborhood. Construction began in May 2024 and is anticipated to be complete in 1 year.
- **Pioneer Park Dock, Rail, and Piling Replacements.** This project will obtain structural evaluation, assessment of dock system and development of construction plans to remediate or reconstruct the dock and Pier 5. (The remainder of the piles and decking for Piers 1, 2, 3 & 4 were reconstructed in FY2022). Design was initiated in FY2023 for completion in FY2024.
- **Advanced Metering Infrastructure (AMI) Improvements.** This technology will allow remote access to collect consumption information and troubleshoot meters. It will save the City the expense of monthly trips to each physical location to read a meter. In addition, billing will be more accurate and customers will have real-time access to their water consumption. The construction contract was awarded in FY2023.
- **Regional Beach Renourishment Project.** In compliance with a settlement agreement between the City of Deerfield Beach and Town of Hillsboro Beach, the City designed, permitted, and completed a joint renourishment project. The significance of this project is (1) the construction methodology used in which a pipeline pumped sand from the Boca ebb shoal to the renourishment areas, (2) the participation of three cities (Boca Raton, Deerfield Beach, and Hillsboro Beach), and (3) the estimated savings of \$3 million compared to truck hauling. Sand placement commenced on April 7, 2023 and was completed on April 24, 2023. The project was completed in May 2023.
- **Community Participation Grants (General Fund).** The City is committed to supporting organizations that contribute to the public welfare of the community. The Community Participation Grant program was established to provide financial resources to local non-profit organizations that assist the City in serving a valid public purpose. In FY2023, grants were awarded to 10 non-profit entities.
- **Public Safety Master Plan.** Recognizing the aging infrastructure of our public safety facilities, in May 2023 the City prepared an RFP for approved consultancy services to develop a public safety master plan. The plan will assist the city in determining the future needs of the facilities that will support police, fire, ocean rescue, code compliance and public safety administration for the foreseeable future and will offer recommendations on the right size, type and location of the needed facilities.

Long Range Financial Planning

The City maintained its credit rating of “AA” for its General Obligation Refunding Bonds, Series 2012B-2. The City’s credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from “AA-” to “AA” by Standard & Poor’s Global Ratings. The City’s credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at “AA-.” The methodology that the rating agencies use combines both qualitative and quantitative measures. Though each vary slightly, the major categories consist of the Economy, Institutional Framework, Financial Performance, Liquidity, and Leverage. Some of the comments by the rating agencies indicate a stable outlook with strong management, budget flexibility, and performance. Maintaining a good credit rating helps keep the cost of borrowing low which can be a significant factor in the amount of debt which can be used to finance major capital projects.

At the close of fiscal year 2023, the City’s General Fund unassigned fund balance was \$28 million, which is approximately \$11.2 million below the closing balance for fiscal year 2022 of \$39.2 million. This balance includes approximately \$5 million of the \$10 million revenue replacement funding from the ARPA. The ARPA replacement funding has been approved by the Commission to be used for several public safety and infrastructure projects. Excess unassigned fund balance above the policy limits can be used to fund capital projects or other one-time needs approved by Commission such as various infrastructure improvement projects, or unanticipated revenue shortfalls stemming from major natural disasters. The City also maintains an Emergency Reserve fund balance of \$5 million, this is a 1.5 million increased approved during FY2023 budget adoption by the City Commission. The emergency reserve fund sets aside funds for the immediate response to events such as hurricanes. The City also maintains a self-insurance reserve fund balance of approximately \$7.5 million for any possible future claims. These measures are intended to buffer unforeseen emergent and/or economic challenges.

The City’s Capital Improvement Plan (CIP) document is updated and adopted on an annual basis. The CIP prioritizes major capital projects and identifies revenue sources available to finance the improvements. For Fiscal Years 2024–2028, the City Commission adopted a CIP budget of approximately \$144.5 million. The CIP includes anticipated funding from various available fund balances and debt financing instruments in FY2024 and forward.

As part of the Fiscal Year 2024 Budget development, the City continued its strategy of preparing estimates of its future budgetary needs to support capital investments, operational costs, and fund balance reserves for its major enterprise funds. Master Plans and rate sufficiency studies for the Utility, Stormwater, and Solid Waste Funds were completed in Fiscal Year 2022. The City Commission approved the funding strategies and long-term rate adjustments. The increases have been staggered over the next four Years 2023 to 2026 to minimize the financial impact on residents. Rate adjustments for Fiscal 2023 equaled 5% for water and 9.23 % for wastewater.

The Utility Fund rate adjustments will allow the City to address capital improvements necessary to improve aging infrastructure and meet future water quality regulations and standards. The Stormwater Fund rate adjustments will provide the needed funding to address our flood-prone areas. The Solid Fund rate adjustments were to help address the negative net position of the Fund that was also an audit observation in the Fiscal 2021 ACFR and an Auditor General operational audit finding. We anticipated the Solid Waste negative balance going positive in Fiscal 2024; however, we are pleased to report that Solid Waste will post a positive fund balance for Fiscal 2023. This is one year earlier than anticipated. The primary reason for this is the reclass of 54% the Siemens Capital Lease debt back to the governmental fund to reflect the burden of the payment more accurately to the departments that benefitted from the infrastructure improvements.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Deerfield Beach for its comprehensive annual financial report for the fiscal year ending September 30, 2022. This was the 43rd consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized annual financial report. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of only one year. We believe that our current report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for award.

Additionally, the City of Deerfield Beach also received the GFOA's Distinguished Budget Presentation Award for the FY2024 annual, the 28th consecutive year. In order to qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to be proficient in several categories, including as a policy document, a financial plan, an operations guide, and a communications device.

Thank you for your continued interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner. This report could not have been prepared without the dedicated service of all of the employees of the Department of Financial Services as well as the support of the other City departments. Special thanks also to the City Commission, for their continued guidance and support in our efforts towards fiscal stewardship.

Respectfully submitted,

A blue ink signature of David Santucci, consisting of stylized cursive letters.

David Santucci
City Manager

A blue ink signature of Marcia Fennell, consisting of stylized cursive letters.

Marcia Fennell
Interim Chief Financial Officer

CITY OF DEERFIELD BEACH, FLORIDA

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2023

Elected Officials

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

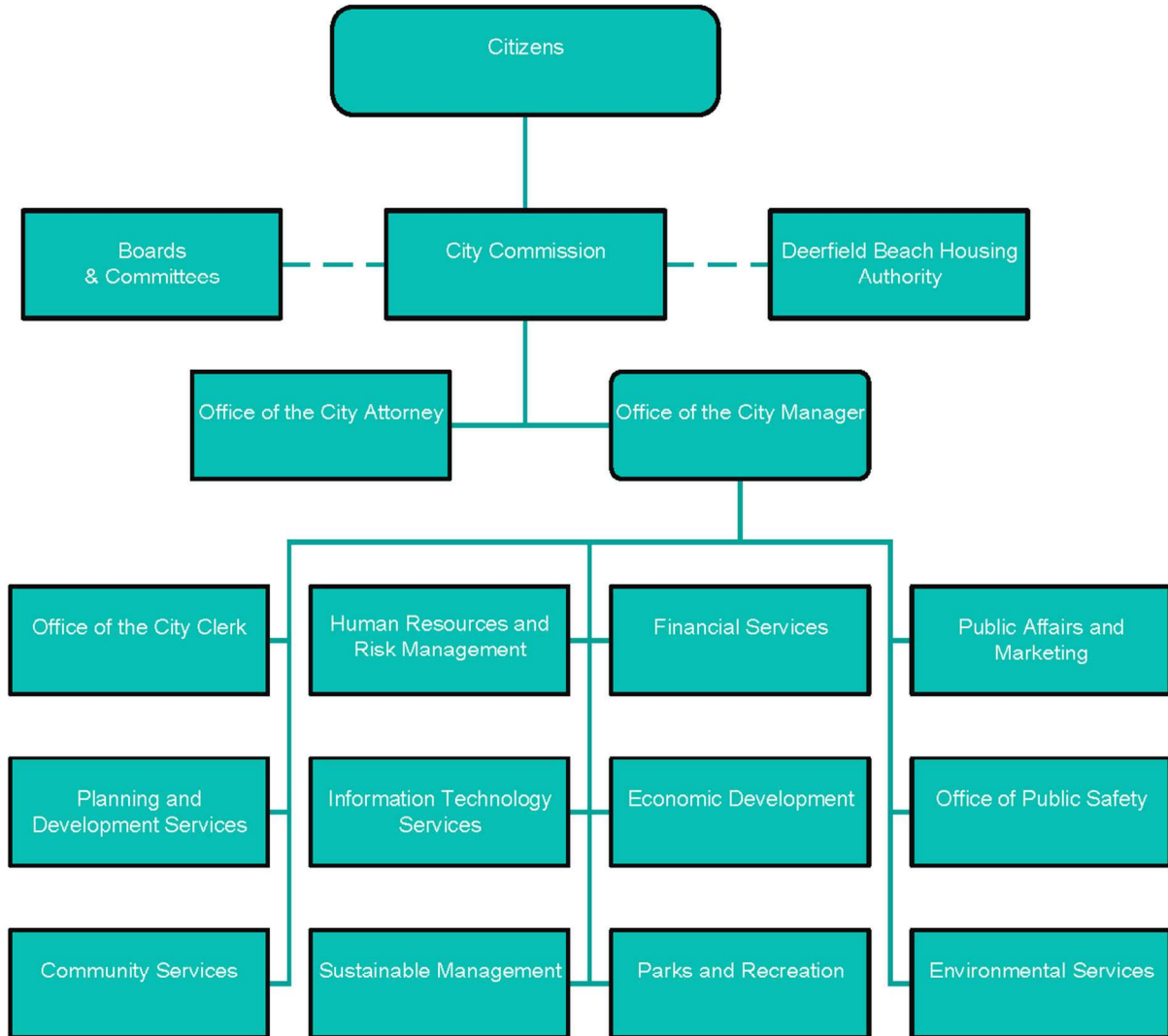
Appointed Officials

City Manager	David Santucci
Deputy City Manager	Horace McHugh
City Attorney	Weiss Serota Helfman Cole & Berman Anthony Soroka
City Clerk	Heather Montemayor
Acting Director of Community Development	Jonathan Salas
Chief Financial Officer	Stephanie Tinsley
Director of Human Resources and Risk Management	Jacqueline Lindsay
Chief Information Officer	Ronald McKenzie
Director of Parks & Recreation	Greg Warner
Director of Environmental Services	Priscilla Cygielnik
Director of Planning & Development Services	Eric Power
Director of Sustainable Management	Chad Grecsek
Director of Public Affairs & Marketing	Rebecca Medina-Stewart
Director Economic Development	Kristin Mory
Fire Chief	Samantha Whitehorne
Director of Public Safety	Rodney Brimlow
Police Chief	Adam Hofstein

CITY OF DEERFIELD BEACH, FLORIDA

ORGANIZATION CHART

SEPTEMBER 30, 2023





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Deerfield Beach
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morill

Executive Director/CEO

FINANCIAL STATEMENTS

INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Commission and City Manager
City of Deerfield Beach, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the "City"), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Pension Trust Funds, component units of the City, which represent 90%, 91% and 68%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information as of September 30, 2023. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Pension Trust Funds, is based solely on the reports of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 16, the schedules of changes in the City's net pension liability and related ratios, the schedules of City contributions, schedule of City's proportionate share of net pension liability, schedule of changes in the City's total OPEB liability and related ratios, and budgetary comparison schedules for the general fund and major special revenue funds on pages 105 through 116 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 5, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

Marcum LLP

Fort Lauderdale, FL
June 5, 2024

**MANAGEMENT'S DISCUSSION AND ANALYSIS
(MD&A)**

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the report is intended to give readers a narrative overview to facilitate both a short and long-term analysis of the financial activities of the City for the fiscal year ended September 30, 2023. This Management's Discussion and Analysis is based on currently known facts, decisions and conditions that existed as of the date of the independent auditors' report. The information presented is in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34) as amended. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i - viii of this report.

FINANCIAL HIGHLIGHTS

- The total assets on the Government-wide basis of the City at September 30, 2023 increased \$23.1 million from \$340.1 million to \$363.2 million, or 6.8% from the prior year.
- The City's total liabilities on a Government-wide basis increased by \$34.9 million, from \$169.8 million to \$204.7 million from the prior year.
- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$181.2 million (net position). Of this amount, \$91.3 million was from governmental activities and \$79.7 million was from business-type activities.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$96.3 million, a decrease of \$8.2 million, in comparison with the amount reported for the prior fiscal year. Of this amount, \$2.7 million was non-spendable, \$38.1 million was restricted, \$27.4 million was assigned, and \$28 million was unassigned and therefore available for spending at the City's discretion.
- At the end of the fiscal year, unassigned fund balance in the General Fund was \$28 million, or 21.3% of total General Fund expenditures and transfers. The City has a reserve policy of maintaining an amount in reserves that is at least 10% and 5% of total General Fund expenditures and transfers for unassigned and assigned emergency reserves respectively.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serve as an introduction to the City's basic financial statements. The basic financial statements consist of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements: The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business and include both long-term and short-term information about the City's financial status.

The statement of net position presents information on all the City's assets and liabilities, deferred outflows and inflows of resources, with the difference between the assets (and deferred outflows of resources) and liabilities (and deferred inflows of resources) reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in a future fiscal period. Examples of such items include earned but uncollected grant funds and earned, but unused compensated absences.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, economic environment, public safety, human services, physical environment, transportation, and culture and recreation. The business-type activities of the City include water and sewer, stormwater utility, and solid waste services.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate Community Redevelopment Agency (CRA) for which the City is financially accountable. Although legally separate, the CRA's governing body is identical to the City Commission, and because the services of the CRA are exclusively for the benefit of the City and its residents, it is included as an integral part of the primary government.

The government-wide financial statements can be found on pages 17 - 18 of this report.

Fund Financial Statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for activities where the emphasis is placed on available financial resources, rather than upon net income determination. Therefore, unlike the government-wide financial statements, governmental fund financial statements focus on the acquisition and use of current spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains governmental funds for various sources of revenues. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for those funds that are considered significant (major) to the City as a whole. These financial statements report four major funds: General Fund, American Rescue Plan Fund, Community Redevelopment Agency Fund, and the General Construction Fund. Data from the nonmajor governmental funds are combined into a single,

aggregated presentation. Individual fund information for each of these nonmajor governmental funds is provided in the form of combining statements that are found on pages 117-122 of this report.

The City adopts an annual appropriated budget for its governmental and proprietary funds. A budgetary comparison statement has been provided for the General and CRA Funds to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 19-22 of this report.

Proprietary Funds. Proprietary funds are used to account for activities where the emphasis is placed on net income determination. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements with greater detail. The City uses enterprise funds to account for its water and sewer, stormwater utility as well as its solid waste activities. The enterprise funds, which are considered to be major funds of the City, are reported separately as proprietary fund financial statements in the basic financial statements.

The basic proprietary fund financial statements can be found on pages 23 - 27 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds (Pension Trust Funds) are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's programs. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 28 - 29 of this report.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 30 - 104 of this report and should be read in conjunction with the City's financial statements.

Other Information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information (RSI) concerning the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees, and budgetary comparisons for the General Fund and the CRA (special revenue) Fund. RSI can be found on pages 105 - 116 of this report.

The combining and individual fund statement and schedules referred to earlier in connection with nonmajor funds are presented immediately following the RSI. Combining and individual fund statements and schedules can be found on pages 117 - 126 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of the City's financial position. In the case of the City, assets plus deferred outflows exceeded liabilities plus deferred inflows by \$181.2 million at the close of fiscal year 2023.

The largest portion of the City's net position of \$141 million, or 78% of total net position, reflects its investment in capital assets (e.g., land, buildings, equipment, improvements, utility plants and infrastructure), less any related debt and deferred inflows/outflows used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following analysis summarizes the net position as September 30, 2023 and 2022:

	Summary of Net Position					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Assets						
Current and other assets	\$ 111,152,789	\$ 118,154,380	\$ 44,675,425	\$ 42,991,783	\$ 155,828,214	\$ 161,146,163
Capital assets, net	131,080,567	108,519,911	76,358,308	70,467,157	207,438,875	178,987,068
Total Assets	<u>242,233,356</u>	<u>226,674,291</u>	<u>121,033,733</u>	<u>113,458,940</u>	<u>363,267,089</u>	<u>340,133,231</u>
Deferred Outflows of Resources	<u>31,144,538</u>	<u>15,828,572</u>	<u>3,432,967</u>	<u>1,264,828</u>	<u>34,577,505</u>	<u>17,093,400</u>
Other liabilities	14,221,106	12,408,860	4,233,358	3,127,035	18,454,464	15,535,895
Noncurrent liabilities	<u>160,206,146</u>	<u>123,410,493</u>	<u>26,013,590</u>	<u>30,847,865</u>	<u>186,219,736</u>	<u>154,258,358</u>
Total Liabilities	<u>174,427,252</u>	<u>135,819,353</u>	<u>30,246,948</u>	<u>33,974,900</u>	<u>204,674,200</u>	<u>169,794,253</u>
Deferred Inflows of Resources	<u>7,669,723</u>	<u>27,018,659</u>	<u>4,310,301</u>	<u>7,239,067</u>	<u>11,980,024</u>	<u>34,257,726</u>
Net Position						
Net investment in capital assets	83,595,759	71,037,127	57,410,980	51,222,386	141,006,739	122,259,513
Restricted	40,935,934	50,832,847	1,139,000	3,461,863	42,074,934	54,294,710
Unrestricted	<u>(33,251,074)</u>	<u>(42,205,123)</u>	<u>31,359,471</u>	<u>18,825,552</u>	<u>(1,891,603)</u>	<u>(23,379,571)</u>
Total Net Position	<u>\$ 91,280,619</u>	<u>\$ 79,664,851</u>	<u>\$ 89,909,451</u>	<u>\$ 73,509,801</u>	<u>\$ 181,190,070</u>	<u>\$ 153,174,652</u>

An additional portion of the City's net position, \$42 million or approximately 23.2%, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, a deficit of \$1.9 million, continues to be impacted by the implementation of GASB Statement No. 75 which had a significant negative impact on the City's unrestricted net position for the governmental activities but is recovering.

The net position of business-type activities increased by \$16.4 million to \$89.9 million in 2023. This increase was primarily due to an increase in sale revenue in the Water and Sewer Utility and Solid Waste Funds. Rate increases were implemented for the Water and Sewer Utility Fund. The Solid Waste Fund had increased sales in their commercial operations. The increase was also due to the transfer in from the governmental funds for its portion of the Siemens debt projects.

The City's current and other assets decreased by \$5.3 million from \$161.1 million to \$155.8 million. The decrease was primarily due to the use of ARPA and other funds for the approved/budget capital projects which is noted by the increase in capital assets during the 2023 fiscal year.

Current liabilities increased from \$15.5 million to \$18.5 million. This increase was primarily attributable to a increase in accounts and retainage payable for the construction projects in FY2023.

Noncurrent liabilities increased by \$31.9 million from \$154.3 million to \$186.2 million in FY2023. A significant portion of this increase is from the net pension liability which increased by \$40.3 million in FY2023 due to overall market conditions noted during the measurement period of September 30, 2022.

The following analysis summarizes the changes in net position for the years ended September 30, 2023 and 2022:

	Summary of Changes in Net Position					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues						
Program Revenues						
Charges for services	\$ 43,859,955	\$ 40,048,377	\$ 51,801,302	\$ 46,361,499	\$ 95,661,257	\$ 86,409,876
Operating grants and contributions	3,588,365	13,209,259	--	244,265	3,588,365	13,453,524
Capital grants and contributions	3,283,371	742,236	--	--	3,283,371	742,236
General Revenues						
Taxes	92,232,410	82,377,211	--	--	92,232,410	82,377,211
Miscellaneous revenues	1,053,603	884,584	2,400	112,400	1,056,003	996,984
Intergovernmental	5,218,707	4,123,235	--	--	5,218,707	4,123,235
Unrestricted investment earnings	5,195,012	502,924	1,536,835	784	6,731,847	503,708
Total Revenues	<u>154,431,423</u>	<u>141,887,826</u>	<u>53,340,537</u>	<u>46,718,948</u>	<u>207,771,960</u>	<u>188,606,774</u>
Expenses						
General government	14,581,001	10,834,495	--	--	14,581,001	10,834,495
Economic environment	2,332,248	1,936,041	--	--	2,332,248	1,936,041
Public safety	86,478,909	60,843,134	--	--	86,478,909	60,843,134
Human services	2,468,427	2,002,868	--	--	2,468,427	2,002,868
Physical environment	10,411,636	9,250,580	--	--	10,411,636	9,250,580
Transportation	4,877,296	4,589,488	--	--	4,877,296	4,589,488
Culture and recreation	8,856,305	7,338,876	--	--	8,856,305	7,338,876
Interest on long-term debt	3,626,064	3,453,832	--	--	3,626,064	3,453,832
Water and sewer	--	--	27,810,182	25,448,187	27,810,182	25,448,187
Solid waste	--	--	17,179,486	15,982,566	17,179,486	15,982,566
Stormwater utility	--	--	1,134,988	1,246,404	1,134,988	1,246,404
Total Expenses	<u>133,631,886</u>	<u>100,249,314</u>	<u>46,124,656</u>	<u>42,677,157</u>	<u>179,756,542</u>	<u>142,926,471</u>
Increase (Decrease) in Net Position Before Transfers	<u>20,799,537</u>	<u>41,638,512</u>	<u>7,215,881</u>	<u>4,041,791</u>	<u>28,015,418</u>	<u>45,680,303</u>
Transfers	<u>(9,183,769)</u>	<u>88,252</u>	<u>9,183,769</u>	<u>(88,252)</u>	<u>--</u>	<u>--</u>
Change in Net Position	<u>11,615,768</u>	<u>41,726,764</u>	<u>16,399,650</u>	<u>3,953,539</u>	<u>28,015,418</u>	<u>45,680,303</u>
Net Position - Beginning of Year	<u>79,664,851</u>	<u>37,938,087</u>	<u>73,509,801</u>	<u>69,556,262</u>	<u>153,174,652</u>	<u>107,494,349</u>
Net Position - Ending of Year	<u>\$ 91,280,619</u>	<u>\$ 79,664,851</u>	<u>\$ 89,909,451</u>	<u>\$ 73,509,801</u>	<u>\$ 181,190,070</u>	<u>\$ 153,174,652</u>

Governmental Activities: Governmental activities increased the City's net position by \$11.6 million. This increase is a result of the following.

Taxes increased by \$9.8 million from \$82.3 million to \$92.2 million. The revenue category Taxes is made up of Property, Utility, Sales and Use, Franchise, Alcoholic beverages and Mobile home taxes.

Charges for Services increased by \$3.8 million from \$40 million in FY2022 to \$43.8 million due to increase in the total receipts for occupational business taxes and building permits.

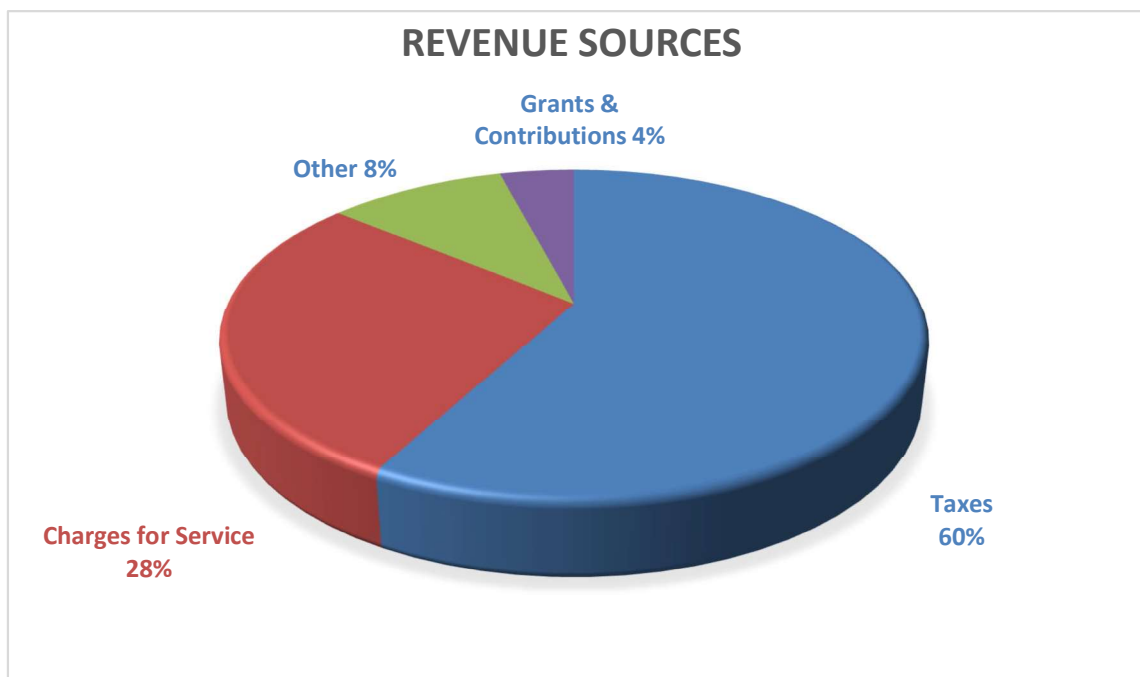
Investment earnings increased \$4.7 million from \$0.5 million to \$5.2 million in FY2023 due to the overall market activity.

Operating Grants and Contributions decreased \$9.6 million from \$13.2 million to \$3.6 million in FY2023 as the majority of ARPA funds were spent in prior year.

There was a \$26 million increase in public safety expenses from FY2022 to FY2023. A significant portion of this increase is from the net pension liability which increased by \$35 million in FY2023 due to overall market conditions noted during the measurement period of September 30, 2022.

When analyzed by source, revenues for FY2023 were as follows: 60% is generated from taxes, 28% is from charges for services, operating and capital grants/contributions comprise 4%, intergovernmental, investment earnings and miscellaneous revenues make up the remaining 8%.

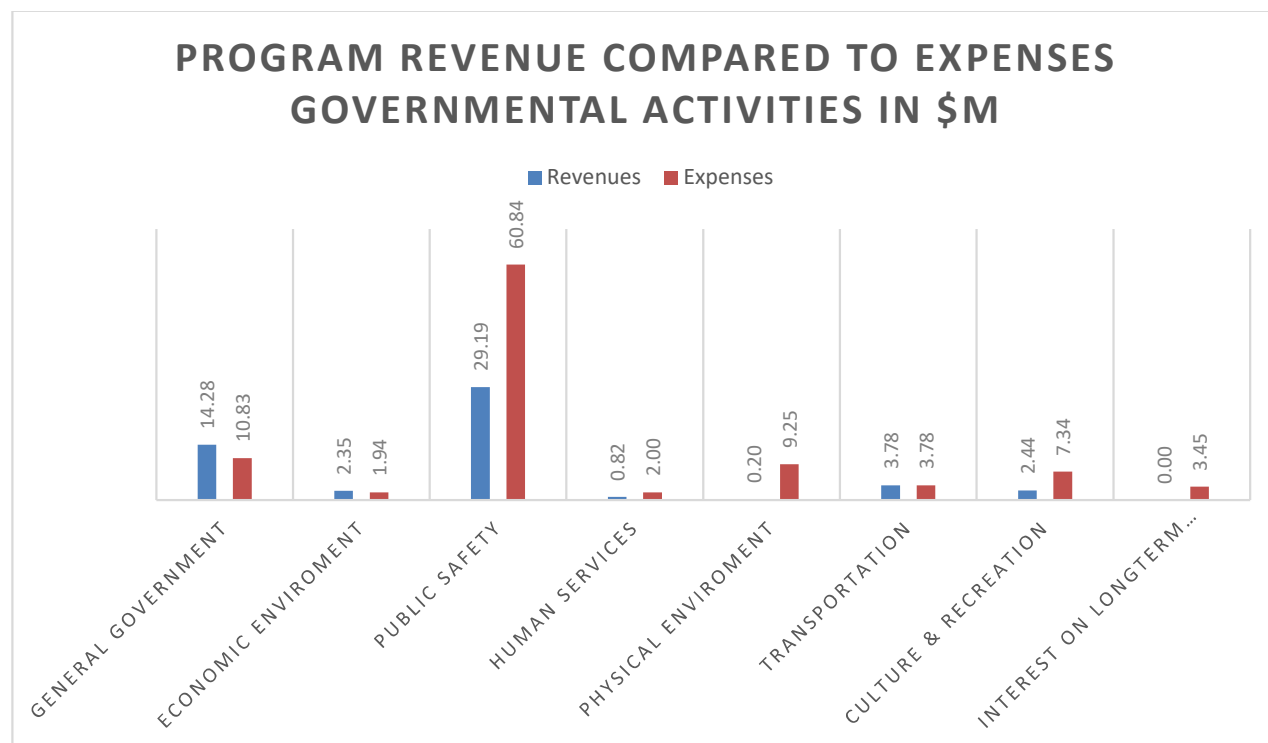
Program and General Revenues by Source – Governmental Activities



The City's expenses cover a broad range of services, with approximately 65% of governmental activity expenses related to public safety (fire/rescue and police protection). Public safety expenses constitute the largest component of total expenses due to the service level requirements. The public Safety Function consists of the Office of Public Safety which oversees the Broward Sheriff Office (BSO) contracts related to Law Enforcement, Fire and Rescue Services, Emergency Management Services, Parking Authority, School Crossing Guards, and Ocean Rescue Services.

When compared with the previous year, expenses increased in governmental funds for FY2023. A significant portion of these increases were as a direct result of the change in the net pension liabilities and related deferred outflows/inflows for the year. The City also had increases in general government and economic environment expenses. Physical Environment which comprises public works and facilities, as well as Culture and Recreation had increases. These increases were affected by higher prices of operational supplies as well as a return to hosting outdoor activities by the Parks and Recreation Department.

The chart below compares program revenues and expenses for the individual governmental activities for the fiscal year.



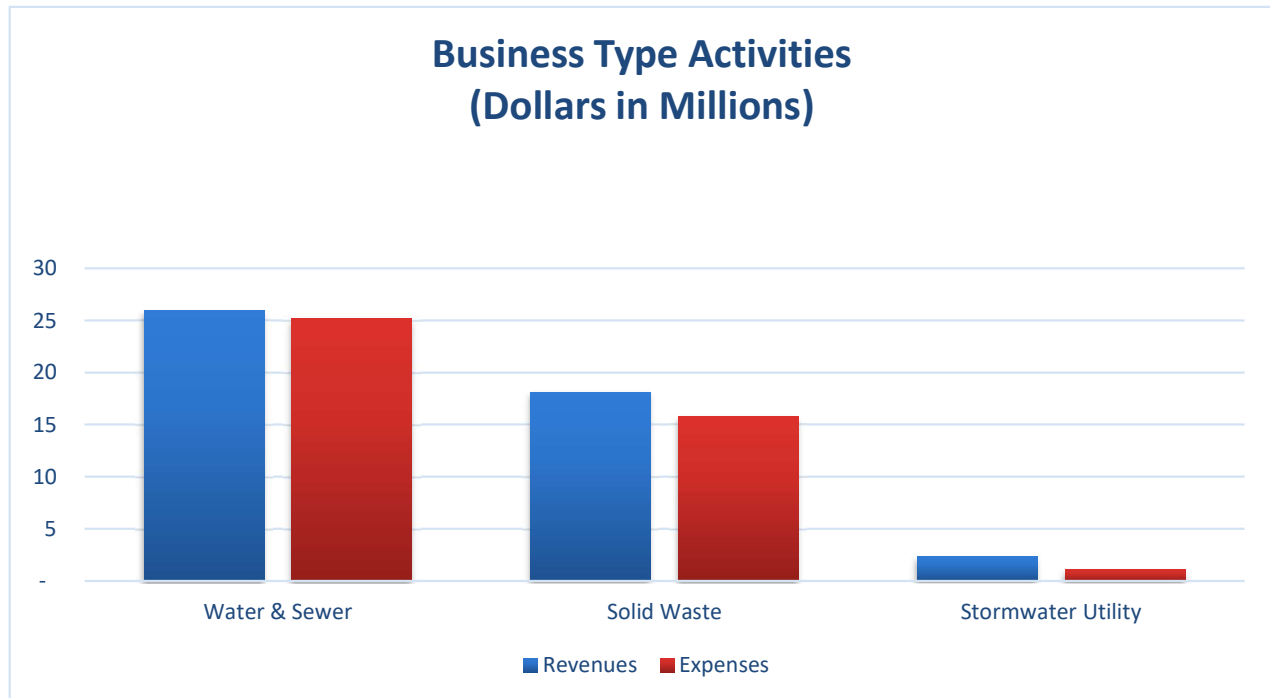
Business-type Activities: Business-type activities are presented in detail in the proprietary fund statements. These funds represent the Water and Sewer Utility, Solid Waste, and Storm Water Utility Funds. Together these funds show an overall increase in revenues of \$6.6 million when compared to fiscal year 2023.

The Water and Sewer Utility Fund net position increased by \$2.3 million. This was an improvement over fiscal year 2022 and is a result of the rate increased by the Water and Sewer Utility Fund implemented in June of 2022, as well as increased residential and commercial development and redevelopment.

The Solid Waste Fund had an increase of \$12.6 million. Most of the increase came from increased revenues from bulk and commercial debris removal along with a reduction in staffing cost as well as a transfer in from governmental funds for their portion of the Siemens debt projects.

The Stormwater Fund had a net operating income of \$1.1 million which was very similar to the income for Fiscal Year 2022. There were no major changes to this fund during the fiscal period.

The following chart compares program revenues to expenses by individual business-type activity for the current year. These business-type activities recover more costs through program revenues than governmental activities, generating sufficient revenues to cover current expenses.



Financial Analysis of the City's Funds

The City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds: The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

As of the end of the fiscal year, the City's governmental funds reported combined ending fund balances of \$96.3 million, an decrease of \$8.2 million from the prior year's ending balances of \$104.5 million. Approximately 29%, \$28 million of the combined fund balances constitute *unassigned fund balance* that is available to meet the City's current and future needs. The remainder of fund balance is *nonspendable, restricted, committed and assigned* to indicate that it is not available for new spending.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance was \$28 million, while total fund balance was \$56.2 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 21.3% of total General Fund expenditures and transfers, while total fund balance represents approximately 43% of that same amount.

The total fund balance of the City's General Fund increased by \$1.3 million during the fiscal year. Key factors in this increase were an overall increase in most revenue sources for this year over fiscal year 2022. The biggest increases were in property taxes of \$4.6 million and investment earnings of \$3.1 million due to the overall market conditions in FY2023.

The General Construction Fund captures cost for two major projects that are debt funded. The Center for Active Aging and the Tigner Community Center. The fund balance for this fund decreased due this year due to the implementation of several construction projects which increased the capital outlay for this fund from \$7.9 million in FY2022 to \$20.2 million in FY2023.

The Community Redevelopment Agency Fund accounts for revenues collected from and expenditures incurred within the community redevelopment area which borders Federal Highway to the west and State Road A1A to the east. At the end of the fiscal year, the restricted and total fund balance in this fund amounted to \$6.0 million.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide business-type activities financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Utility Fund at the end of the fiscal year amounted to \$26.6 million. The Solid Waste Fund had an unrestricted net position of \$0.8 million at the end of the fiscal year. The Stormwater Utility Fund had an unrestricted net position of \$3.9 million at the end of the fiscal year.

Capital Assets and Debt Administration

Capital Assets. The City's capital assets for its governmental and business-type activities as of September 30, 2023, amounted to \$207 million (net of accumulated depreciation). These capital assets include land, buildings, improvements other than building (such as improvements to parks), equipment, utility plants in service and infrastructure (roads, highways, bridges, etc.). The total increase in the City's capital assets for the current fiscal year was 15.9%, (12.6)% for governmental activities and (3.3)% for business-type activities) due to increases in equipment and construction in process. The following table summarizes the City's capital assets.

	Schedule of Capital Assets (Net of Depreciation)					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Land	\$ 18,363,026	\$ 18,028,619	\$ 50,531	\$ 50,531	\$ 18,413,557	\$ 18,079,150
Buildings	20,449,629	21,448,643	402,631	418,110	20,852,260	21,866,753
Improvements other than buildings	18,342,159	10,766,995	40,927,602	43,173,549	59,269,761	53,940,544
Equipment	6,308,625	6,142,978	7,236,231	5,553,345	13,544,856	11,696,323
Software subscriptions	447,719	--	94,730	--	542,449	--
Utility plants in service	--	--	17,206,752	18,066,137	17,206,752	18,066,137
Infrastructure	27,135,884	28,183,679	--	--	27,135,884	28,183,679
Construction in progress	40,033,525	23,948,997	10,439,831	3,205,485	50,473,356	27,154,482
Total	\$ 131,080,567	\$ 108,519,911	\$ 76,358,308	\$ 70,467,157	\$ 207,438,875	\$ 178,987,068

Major capital asset events during the fiscal year included the following:

- Construction of six new lifeguard stations budgeted at \$931,993
- Safe Routes to School -Deerfield Beach Elementary \$610,177
- SE 13th Avenue bridge repair budgeted at \$368,000
- Automatic Metering Infrastructure project with a budget of \$2,486,828
- ERP Implementation at \$4,000,000
- International Fishing Pier Structural Repair and Rehabilitation \$4,500,000
- Floridan Well Rehabilitation Project \$1,075,005

Additional information on the City of Deerfield Beach's capital assets can be found in Note 3 on pages 64 - 66 of this report.

Long-term Debt. At year-end, the City had \$9.6 million in general obligation bonds outstanding. The City also had \$44.6 million in outstanding covenant bonds (for which the City must "covenant" and appropriate funds necessary to pay the annual debt service), but which are primarily backed by revenue sources other than voted-debt ad valorem taxes. The business-type activities had \$6.8 million outstanding in revenue bonds and \$2.0 million in loans payable. The City had \$8.7 million in capital leases outstanding at the end of the fiscal year.

The City maintained its credit rating of "AA" for its General Obligation Refunding Bonds, Series 2012B-2. The City's credit rating for its debt secured by its covenant-to-budget and appropriate non-ad valorem revenue was recently upgraded from "AA-" to "AA" by Standard & Poor's Global Ratings. The City's credit profile for its covenant-to-budget and appropriate debt from Fitch Ratings remained the same at "AA-."

	Outstanding Debt (Bonds, Loans, and Leases Payable)					
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
General obligation bonds						
(backed by the City)	\$ 9,623,143	\$ 10,699,375	\$ --	\$ --	\$ 9,623,143	\$ 10,699,375
Revenue bonds	--	--	6,750,503	7,757,479	6,750,503	7,757,479
Covenant bonds	44,590,000	46,090,000	--	--	44,590,000	46,090,000
Add/(subtract) premium/ (discount)	5,942,293	6,037,768	--	--	5,942,293	6,037,768
Leases	4,757,546	6,040,764	3,978,546	4,429,723	8,736,092	10,470,487
Obligations under SBITA's	418,834	603,265	106,522	142,030	525,356	745,295
Loan payable	--	--	1,920,506	2,398,223	1,920,506	2,398,223
Total	<u>\$ 65,331,816</u>	<u>\$ 69,471,172</u>	<u>\$ 12,756,077</u>	<u>\$ 14,727,455</u>	<u>\$ 78,087,893</u>	<u>\$ 84,198,627</u>

The City's general obligation debt per capita, excluding enterprise fund debt, was \$110 at the end of fiscal year 2023. The City's outstanding net general obligation debt was 0.06% of the City's assessed property value. The City's debt policy requires that its net general obligation bonded debt not exceed two (2) percent of the assessed valuation of taxable property within the City, unless otherwise directed by the City Commission. Net reduction is due to the pay down of principal debt service obligations.

Additional information on the City's long-term debt can be found in Note 3 on pages 72 - 77 of this report.

Economic Factors and Next Fiscal Year's Budget and Rates

Some of the economic factors affecting the City of Deerfield Beach are similar to those being experienced nationally, such as low unemployment rate (3.1% at the end of the fiscal year), high inflation, and housing shortages. The low unemployment rate has challenged the City with filling vacant positions. To help with recruitment and retention a pay and class study was conducted and implemented in 2023 increasing most salaries to be competitive with similar positions in the surrounding markets. However, the outlooks for the state of Florida sees the unemployment rate hovering around 3 % thus a continuing challenge for hiring. In spite the number of vacant positions the city has been able to maintain its service levels and meet all statutory deadlines.

High inflation saw an increase in shipping and product cost citywide. Some projects had to have increased to initial budgeted amounts to attract contractors. Despite rising cost the City of Deerfield kept its millage rate at 6.0018 for the new budget year. While the rate was unchanged, due to the rise in property values an increase of 10% is anticipated to be received to the FY2024 revenues from ad-valorem taxes. The FY2024 budget also anticipates increases in interest on investments due to the trending market conditions. Enterprise fund revenues continues to increase primarily due to rates increases approved by the City Commission. The Water Services rate was increased 5% and 8 % for Sewer. Solid waste residential services also had a 6% increased with commercial haulage increased by 16%

Expenditures towards housing assistance in fiscal 2023 amounted to \$684,000.54 and \$3,995,847 is included in the FY2024 budget. The City is using this mechanism to assist families with home ownership within Deerfield Beach. However due to high interest rates and low inventory the City anticipates housing to be a continuing challenge. These actions by city leadership are all intended to keep the city of Deerfield Beach at a high service level with improved efficiencies expected from the implementation of the new ERP system in FY2025.

These economic factors were considered along with some of the goals of the City's 2023-2028 Strategic plan in developing the 2024 budget. In a survey conducted by the City, residents identified as priorities, improvements to quality of life, economic redevelopment, improved facilities and infrastructures. Thus, the fiscal year budget included \$20,340,378 of planned capital outlays for various projects in each of these areas.

Below is a list of some of the projects the City completed during the 2023 fiscal year.

- Deerfield Beach Middle School Aquatic Center Repairs and Renovations.
- Reverend Ford Linear Park Jean Michel Basquiat Public Art Installation and Exercise Station.
- Traffic Calming located in 18 locations citywide.
- Upgrades to the Ovieta McKeithen Recreational Complex, Crystal Heights and Constitution Park.
- South Beach Pier and Kirk Cottrell Pavilion restrooms and showers.

The City maintained a positive fund balance in the General Fund of \$56,184,223. This is a two percent increase over fiscal year 2022. The FY2024 budget proposes to utilize \$14.7 million or 26% of fund balance to fund several of the capital projects adopted in the five-year Capital Budget.

Requests for Information

This financial report is designed to provide a general overview of the City of Deerfield Beach's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, City of Deerfield Beach, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441.

BASIC FINANCIAL STATEMENTS

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 12,662,663	\$ 2,744,523	\$ 15,407,186
Investments	70,755,133	24,032,799	94,787,932
Receivables, net of allowances	4,212,921	4,392,267	8,605,188
Lease receivable	77,488	--	77,488
Internal balances	(10,177,211)	10,177,211	--
Due from other governments	2,149,665	--	2,149,665
Inventories	96,831	272,016	368,847
Prepaid items	567,821	1,186,798	1,754,619
Restricted assets:			
Cash and cash equivalents	822,904	1,869,811	2,692,715
Investments	29,984,574	--	29,984,574
Capital assets:			
Non-depreciable	58,396,551	10,490,362	68,886,913
Capital assets, net of accumulated depreciation/amortization	72,684,016	65,867,946	138,551,962
Total Assets	<u>242,233,356</u>	<u>121,033,733</u>	<u>363,267,089</u>
Deferred Outflows of Resources			
Pensions	29,582,102	2,442,814	32,024,916
OPEB	1,562,436	990,153	2,552,589
Total Deferred Outflows of Resources	<u>31,144,538</u>	<u>3,432,967</u>	<u>34,577,505</u>
Liabilities			
Accounts payable	7,381,392	3,021,771	10,403,163
Accrued payroll	776,628	228,049	1,004,677
Accrued interest payable	1,384,981	254,206	1,639,187
Due to other governments	40,154	--	40,154
Unearned revenue	4,613,462	--	4,613,462
Customer deposits	24,789	729,332	754,121
Non-current liabilities:			
Due within one year:			
Compensated absences payable	1,246,017	944,284	2,190,301
Insurance claims payable	687,652	--	687,652
Bonds, loans and leases payable	2,909,756	1,731,982	4,641,738
Obligations under SBITAs	182,058	45,694	227,752
Due in more than one year:			
Compensated absences payable	--	191,072	191,072
Insurance claims payable	6,504,943	--	6,504,943
Bonds, loans and leases payable	62,003,226	10,917,573	72,920,799
Obligations under SBITAs	236,776	60,828	297,604
Total OPEB liability	15,130,270	9,588,414	24,718,684
Net pension liability	71,305,448	2,533,743	73,839,191
Total Liabilities	<u>174,427,552</u>	<u>30,246,948</u>	<u>204,674,500</u>
Deferred Inflows of Resources			
Pensions	570,986	--	570,986
OPEB	6,801,542	4,310,301	11,111,843
Lease	73,512	--	73,512
Deferred amount on bond resources	223,683	--	223,683
Total Deferred Inflows of Resources	<u>7,669,723</u>	<u>4,310,301</u>	<u>11,980,024</u>
Net Position			
Net investment in capital assets	83,595,759	57,410,980	141,006,739
Restricted net position:			
Debt service	4,264,726	1,139,000	5,403,726
Perpetual care	1,993,452	--	1,993,452
Economic environment	8,306,848	--	8,306,848
Public safety	3,139,634	--	3,139,634
Human services	6,788,968	--	6,788,968
Physical environment	5,989,476	--	5,989,476
Transportation	3,982,385	--	3,982,385
Parks and recreation	6,470,445	--	6,470,445
Unrestricted	(33,251,074)	31,359,471	(1,891,603)
Total Net Position	<u>\$ 91,280,619</u>	<u>\$ 89,909,451</u>	<u>\$ 181,190,070</u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Functions/Programs	Expenses	Program Revenues				Governmental Activities	Business-type Activities	Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions				
Governmental Activities								
General government	\$ 14,581,001	\$ 14,979,619	\$ 843,662	\$ 46,582	\$ 1,288,862	\$ --	\$ --	\$ 1,288,862
Economic environment	2,332,248	1,183,717	713,591	715,919	280,979	--	--	280,979
Public safety	86,478,909	22,382,850	318,180	--	(63,777,879)	--	--	(63,777,879)
Human services	2,468,427	--	1,662,320	64,714	(741,393)	--	--	(741,393)
Physical environment	10,411,636	103,691	--	2,456,156	(7,851,789)	--	--	(7,851,789)
Transportation	4,877,296	3,159,373	--	--	(1,717,923)	--	--	(1,717,923)
Culture and recreation	8,856,305	2,050,705	50,612	--	(6,754,988)	--	--	(6,754,988)
Interest on long-term debt	3,626,064	--	--	--	(3,626,064)	--	--	(3,626,064)
Total Governmental Activities	133,631,886	43,859,955	3,588,365	3,283,371	(82,900,195)	--	--	(82,900,195)
Business-type Activities								
Water and sewer	27,810,182	27,764,740	--	--	--	(45,442)	--	(45,442)
Solid waste	17,179,486	21,772,780	--	--	--	4,593,294	--	4,593,294
Stormwater utility	1,134,988	2,263,782	--	--	--	1,128,794	--	1,128,794
Total Business-type Activities	46,124,656	51,801,302	--	--	--	5,676,646	--	5,676,646
Total	\$ 179,756,542	\$ 95,661,257	\$ 3,588,365	\$ 3,283,371	(82,900,195)	5,676,646	(77,223,549)	(77,223,549)
General Revenues and Transfers								
General property taxes					54,162,476	--	--	54,162,476
Incremental property taxes					5,144,174	--	--	5,144,174
Utility taxes					10,855,884	--	--	10,855,884
Sales and use taxes					11,466,098	--	--	11,466,098
Franchise taxes					10,408,321	--	--	10,408,321
Alcoholic beverage/mobile home license taxes					88,495	--	--	88,495
Impact fees					106,962	--	--	106,962
Intergovernmental					5,218,707	--	--	5,218,707
Unrestricted investment earnings					5,195,012	1,536,835	--	6,731,847
Miscellaneous revenues					1,053,603	2,400	--	1,056,003
Transfers					(9,183,769)	9,183,769	--	--
Total General Revenues and Transfers					94,515,963	10,723,004	--	105,238,967
Change in Net Position					11,615,768	16,399,650	--	28,015,418
Net Position - Beginning					79,664,851	73,509,801	--	153,174,652
Net Position - Ending					\$ 91,280,619	\$ 89,909,451	\$ --	\$ 181,190,070

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

BALANCE SHEET GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	General Fund	American Rescue Plan Fund	Community Redevelopment Agency	General Construction Fund	Nonmajor Governmental Funds	Total
Assets						
Cash and cash equivalents	\$ 155,752	\$ --	\$ 3,442,050	\$ 824,235	\$ 8,240,626	\$ 12,662,663
Investments	67,761,014	--	2,735,552	-	258,567	70,755,133
Restricted cash and cash equivalents	--	18,869	--	--	804,035	822,904
Restricted investments	--	4,648,638	--	19,108,194	6,227,742	29,984,574
Receivables, net:						
Accounts	3,823,130	--	--	--	251,127	4,074,257
Assessments	842	--	--	--	--	842
Interest	65,626	--	5,853	50,728	15,615	137,822
Lease	77,488	--	--	--	--	77,488
Due from other funds	110,000	--	--	--	3,605,000	3,715,000
Due from other governments	1,360,154	--	--	--	789,511	2,149,665
Inventories	96,831	--	--	--	--	96,831
Prepaid items	567,821	--	--	--	--	567,821
Total Assets	\$ 74,018,658	\$ 4,667,507	\$ 6,183,455	\$ 19,983,157	\$ 20,192,223	\$ 125,045,000
Liabilities						
Accounts payable	\$ 3,432,420	\$ 41,975	\$ 175,476	\$ 2,481,037	\$ 1,956,096	\$ 8,087,004
Accrued payroll	759,374	--	5,839	--	11,415	776,628
Due to other funds	12,477,211	110,000	--	500,000	805,000	13,892,211
Unearned revenue	435,631	4,152,831	--	--	25,000	4,613,462
Due to other governments	4,345	--	--	--	35,809	40,154
Customer deposits	24,789	--	--	--	--	24,789
Total Liabilities	17,133,770	4,304,806	181,315	2,981,037	2,833,320	27,434,248
Deferred Inflows of Resources						
Lease	73,512	--	--	--	--	73,512
Unavailable revenues	627,153	--	--	--	598,675	1,225,828
Total Deferred Inflows of Resources	700,665	--	--	--	598,675	1,299,340
Fund Balances						
Nonspendable	664,652	--	--	--	1,993,452	2,658,104
Restricted	--	362,701	6,002,140	17,002,120	14,766,776	38,133,737
Assigned	27,471,443	--	--	--	--	27,471,443
Unassigned	28,048,128	--	--	--	--	28,048,128
Total Fund Balances	56,184,223	362,701	6,002,140	17,002,120	16,760,228	96,311,412
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 74,018,658	\$ 4,667,507	\$ 6,183,455	\$ 19,983,157	\$ 20,192,223	\$ 125,045,000

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2023

Fund Balances, Total Governmental Funds		\$ 96,311,412
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	\$ 238,061,758	
Accumulated depreciation/amortization	<u>(106,981,191)</u>	131,080,567
Long-term liabilities are not due and payable in the current period and are not reported in the funds.		
Interest payable	(1,384,981)	
Bonds, loans and leases payable	(64,912,982)	
Insurance claims payable	(6,486,983)	
Obligations under SBITAs	(418,834)	
Compensated absences payable	(1,246,017)	
Total OPEB liabilities	(15,130,270)	
Net pension liabilities	<u>(71,305,448)</u>	(160,885,515)
Deferred outflows and inflows of resources related to pensions and OPEB are recorded in the statement of net position.		
Deferred outflows related to pensions	29,582,102	
Deferred inflows related to pensions	<u>(570,986)</u>	29,011,116
Deferred outflows from OPEB	1,562,436	
Deferred inflows related to OPEB	<u>(6,801,542)</u>	(5,239,106)
Revenues are unavailable in the governmental funds because they are not available to pay current period expenditures. They are, however, recognized in the governmental activities.		1,225,828
Bond premiums and discounts, gains, and losses related to the issuance of long-term debt are charged to "Other Financing Sources and Uses" when debt is issued in the governmental funds. These items, however, are capitalized and amortized over the life of the bonds in the government-wide financial statements.		<u>(223,683)</u>
Net Position of Governmental Activities		<u><u>\$ 91,280,619</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	General Fund	American Rescue Plan Fund	Community Development Agency Fund	General Construction Fund	Nonmajor Governmental Funds	Total
Revenues						
Property taxes	\$ 54,315,729	\$ --	\$ 5,144,174	\$ --	\$ --	\$ 59,459,903
Sales and use taxes	9,010,101	--	--	--	--	9,010,101
Fire assessment fees	16,555,348	--	--	--	--	16,555,348
Franchise taxes	10,408,321	--	--	--	--	10,408,321
Utility taxes	10,855,884	--	--	--	--	10,855,884
Local option gas tax	--	--	--	--	2,455,997	2,455,997
Alcoholic beverage/mobile home license taxes	88,495	--	--	--	--	88,495
Local business taxes/permits	763,043	--	--	--	5,563,915	6,326,958
Intergovernmental	4,236,482	1,240,903	--	586,268	3,291,872	9,355,525
Charges for services	11,027,043	--	--	--	63,384	11,090,427
Fines and forfeitures	1,333,763	--	--	--	473,797	1,807,560
Impact fees	--	--	--	--	106,962	106,962
Investment earnings	3,337,995	351,233	119,688	1,174,105	180,991	5,164,012
Miscellaneous:			--			
Cemetery plot sales	--	--	--	--	102,808	102,808
Donations/contributions	638,436	--	--	1,790,001	85,014	2,513,451
Administrative fees	8,079,662	--	--	--	437,720	8,517,382
Other	513,075	--	--	--	252,467	765,542
Total Revenues	131,163,377	1,592,136	5,263,862	3,550,374	13,014,927	154,584,676
Expenditures						
Current:						
General government	18,480,496	--	--	--	--	18,480,496
Economic environment	511,981	103,769	921,672	--	779,748	2,317,170
Public safety	74,012,986	--	43,930	--	5,388,609	79,445,525
Human services	2,363,805	--	--	--	25,000	2,388,805
Physical environment	9,665,814	--	--	--	18,834	9,684,648
Transportation	810,533	--	--	--	2,116,864	2,927,397
Culture and recreation	6,858,409	--	263,815	--	80,860	7,203,084
Capital outlay	1,684,920	2,428	3,428,248	20,263,685	3,575,024	28,954,305
Debt service:						
Principal retirement	--	--	920,000	--	2,939,450	3,859,450
Interest and fiscal charges	--	--	174,321	--	3,680,619	3,854,940
Total Expenditures	114,388,944	106,197	5,751,986	20,263,685	18,605,008	159,115,820
Excess (Deficiency) of Revenues Over Expenditures	16,774,433	1,485,939	(488,124)	(16,713,311)	(5,590,081)	(4,531,144)
Other Financing Sources (Uses)						
Transfers in	977,482	--	--	6,773,147	7,017,365	14,767,994
Transfers out	(17,073,575)	(1,197,555)	--	--	(800,910)	(19,072,040)
Initiation of SBITAs	603,265	--	--	--	--	603,265
Total Other Financing Sources (Uses)	(15,492,828)	(1,197,555)	--	6,773,147	6,216,455	(3,700,781)
Net Change in Fund Balances	1,281,605	288,384	(488,124)	(9,940,164)	626,374	(8,231,925)
Fund Balances - Beginning	54,902,618	74,317	6,490,264	26,942,284	16,133,854	104,543,337
Fund Balances - Ending	\$ 56,184,223	\$ 362,701	\$ 6,002,140	\$ 17,002,120	\$ 16,760,228	\$ 96,311,412

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Net Change in Fund Balances - Total Governmental Funds		\$ (8,231,925)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported in depreciation/amortization expense. This is the amount by which capital outlays exceeded depreciation/amortization in the current period.		
Capital outlay, including SBITAs	\$ 28,147,435	
Governmental depreciation	<u>(5,586,779)</u>	22,560,656
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(153,253)
Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore are not reported in the funds.		
Insurance claims and benefits expense	1,970,705	
Other postemployment benefit expense	3,100,642	
Pension expense	<u>(6,379,816)</u>	(1,308,469)
Assignment of enterprise type related debt to governmental type related debt		(4,879,722)
In the statement of activities, certain operating expenses - compensated absences (sick and vacation pay) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amounts actually used (paid).		
Compensated absences		(41,011)
The issuance of long-term debt (e.g., bonds, leases, SBITAs) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Long-term debt principal repayments	4,043,881	
Initiation of SBITAs	(603,265)	
Bond premium	<u>40,670</u>	3,481,286
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus, requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due. The interest expense reported in the statement of activities is the result of accrued interest on bonds, leases and loans payable.		
		<u>188,206</u>
Change in Net Position of Governmental Activities		\$ 11,615,768

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF NET POSITION PROPRIETARY FUNDS

SEPTEMBER 30, 2023

	Water and Sewer Utility Fund	Solid Waste Fund	Non-Major Stormwater Utility Fund	Total Proprietary Funds
Assets				
Current Assets				
Cash and cash equivalents	\$ 1,194,741	\$ 515,931	\$ 1,033,851	\$ 2,744,523
Investments	22,705,891	1,326,908	--	24,032,799
Restricted cash and cash equivalents:				
Customer deposits	725,813	4,998	--	730,811
Revolving loan covenant accounts	1,139,000	--	--	1,139,000
Receivables, net of allowances:				
Accounts	2,703,888	1,077,140	161,337	3,942,365
Delinquent assessments	107,271	--	--	107,271
Interest	342,631	--	--	342,631
Due from other funds	1,027,211	6,000,000	3,150,000	10,177,211
Inventories	272,016	--	--	272,016
Prepaid items	1,186,798	--	--	1,186,798
Total Current Assets	31,405,260	8,924,977	4,345,188	44,675,425
Noncurrent Assets				
Capital assets:				
Land	50,531	--	--	50,531
Construction in progress	6,786,423	3,205,485	447,923	10,439,831
Buildings	2,266,147	--	--	2,266,147
Utility plants in service	46,533,886	--	--	46,533,886
Improvements other than buildings	95,497,975	113,696	1,630,912	97,242,583
Equipment	11,385,529	16,279,904	193,223	27,858,656
Intangibles (SBITAs)	81,160	40,580	20,290	142,030
Less: accumulated depreciation/amortization	(95,766,025)	(12,157,917)	(251,414)	(108,175,356)
Total Noncurrent Assets	66,835,626	7,481,748	2,040,934	76,358,308
Total Assets	98,240,886	16,406,725	6,386,122	121,033,733
Deferred Outflows of Resources				
Pension	1,738,157	704,657	--	2,442,814
OPEB	501,645	465,469	23,039	990,153
Total Deferred Outflows of Resources	2,239,802	1,170,126	23,039	3,432,967

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF NET POSITION PROPRIETARY FUNDS (CONTINUED)

SEPTEMBER 30, 2023

	Water and Sewer Utility Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Liabilities				
Current Liabilities				
Accounts payable	\$ 1,643,528	\$ 1,309,763	\$ 68,480	\$ 3,021,771
Accrued payroll	122,169	99,439	6,441	228,049
Customer deposits	725,814	3,518	--	729,332
Compensated absences payable	486,578	395,811	61,895	944,284
Accrued interest payable	244,712	9,494	--	254,206
Leases payable	68,997	135,611	--	204,608
Obligations under SBITAs	40,621	--	5,073	45,694
Bonds payable	1,038,985	--	--	1,038,985
Loans payable	488,389	--	--	488,389
Total Current Liabilities	<u>4,859,793</u>	<u>1,953,636</u>	<u>141,889</u>	<u>6,955,318</u>
Noncurrent Liabilities				
Compensation absences payable	--	171,367	19,705	191,072
Total OPEB liability	4,857,814	4,507,495	223,105	9,588,414
Net pension liability	1,802,857	730,886	--	2,533,743
Leases payable	766,440	3,007,498	--	3,773,938
Obligations under SBITAs	20,249	30,435	10,144	60,828
Bonds payable	5,711,518	--	--	5,711,518
Loans payable	1,432,117	--	--	1,432,117
Total Noncurrent Liabilities	<u>14,590,995</u>	<u>8,447,681</u>	<u>252,954</u>	<u>23,291,630</u>
Total Liabilities	<u>19,450,788</u>	<u>10,401,317</u>	<u>394,843</u>	<u>30,246,948</u>
Deferred Inflows of Resources				
OPEB	2,183,744	2,026,264	100,293	4,310,301
Total Deferred Inflows of Resources	<u>2,183,744</u>	<u>2,026,264</u>	<u>100,293</u>	<u>4,310,301</u>
Net Position				
Net investment in capital assets	51,119,174	4,308,204	1,983,602	57,410,980
Restricted for debt service	1,139,000	--	--	1,139,000
Unrestricted	26,587,982	841,066	3,930,423	31,359,471
Total Net Position	<u>\$ 78,846,156</u>	<u>\$ 5,149,270</u>	<u>\$ 5,914,025</u>	<u>\$ 89,909,451</u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Water and Sewer Utility Fund	Solid Waste Fund	Stormwater Utility	Total Proprietary Funds
Operating Revenues				
Charges for sales and services:				
Water sales pledged as security for revolving loans	\$ 16,923,778	\$ --	\$ --	\$ 16,923,778
Sewer charges pledged as security for revolving loans	10,127,288	--	--	10,127,288
Solid waste charges	--	21,731,040	--	21,731,040
Stormwater fees	--	--	2,263,782	2,263,782
Engineering fees	363,615	--	--	363,615
Miscellaneous	350,059	41,740	--	391,799
Total Operating Revenues	<u>27,764,740</u>	<u>21,772,780</u>	<u>2,263,782</u>	<u>51,801,302</u>
Operating Expenses				
Personal services	4,783,328	4,265,423	385,061	9,433,812
Contractual services	1,497,422	612,845	74,028	2,184,295
Electricity	1,047,768	--	--	1,047,768
Insurance	1,663,760	1,100,684	--	2,764,444
Fixed charges	52,007	17,089	127,047	196,143
County wastewater charge	6,632,729	--	--	6,632,729
County raw water charge	38,174	--	--	38,174
Disposal fees	--	4,530,107	--	4,530,107
General administrative charge	4,745,979	3,240,912	282,067	8,268,958
Commodities	3,056,189	2,345,801	172,233	5,574,223
Depreciation and amortization	4,019,101	992,916	94,552	5,106,569
Total Operating Expenses	<u>27,536,457</u>	<u>17,105,777</u>	<u>1,134,988</u>	<u>45,777,222</u>
Operating Income	<u>228,283</u>	<u>4,667,003</u>	<u>1,128,794</u>	<u>6,024,080</u>
Nonoperating Revenues (Expenses)				
Investment earnings	1,398,908	137,927	--	1,536,835
Interest charges	(273,725)	(73,709)	--	(347,434)
Gain from sale of assets	--	2,400	--	2,400
Total Nonoperating Revenues (Expenses)	<u>1,125,183</u>	<u>66,618</u>	<u>--</u>	<u>1,191,801</u>
Income Before Transfers	1,353,466	4,733,621	1,128,794	7,215,881
Transfers in	1,763,420	7,885,434	423,861	10,072,715
Transfers out	(856,358)	(32,588)	--	(888,946)
Change in Net Position	2,260,528	12,586,467	1,552,655	16,399,650
Net Position - Beginning	<u>76,585,628</u>	<u>(7,437,197)</u>	<u>4,361,370</u>	<u>73,509,801</u>
Net Position - Ending	<u>\$ 78,846,156</u>	<u>\$ 5,149,270</u>	<u>\$ 5,914,025</u>	<u>\$ 89,909,451</u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF CASH FLOWS PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Water and Sewer Utility Fund	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash Flows from Operating Activities				
Receipts from customers and users	\$ 28,327,200	\$ 22,671,892	\$ 2,241,610	\$ 53,240,702
Payments from (to) other funds	(896,036)	(8,984,663)	(1,599,174)	(11,479,873)
Payments to suppliers	(22,121,028)	(11,416,974)	(731,134)	(34,269,136)
Payments to employees	(5,685,817)	(5,103,801)	(421,937)	(11,211,555)
Net Cash Used In Operating Activities	<u>(375,681)</u>	<u>(2,833,546)</u>	<u>(510,635)</u>	<u>(3,719,862)</u>
Cash Flows from Noncapital Financing Activity				
Transfers from other funds	1,763,420	2,170,154	423,861	4,357,435
Transfers to other funds	(20,799)	(32,588)	--	(53,387)
Net Cash Provided by Noncapital Financing Activity	<u>1,742,621</u>	<u>2,137,566</u>	<u>423,861</u>	<u>4,304,048</u>
Cash Flows from Capital and Related Financing Activities				
Purchase of capital assets	(9,140,767)	(1,102,897)	(612,026)	(10,855,690)
Repayment of lease	(315,566)	(135,611)	--	(451,177)
Repayment of loans	(1,484,694)	--	--	(1,484,694)
Repayment of subscriptions	(20,290)	(10,145)	(5,073)	(35,508)
Interest expense	(161,423)	(83,634)	--	(245,057)
Proceeds from retirement of assets	--	2,400	--	2,400
Net Cash Used in Capital and Related Financing Activities	<u>(11,122,740)</u>	<u>(1,329,887)</u>	<u>(617,099)</u>	<u>(13,069,726)</u>
Cash Flows from Investing Activity				
Investment income	1,398,908	137,927	--	1,536,835
Sale of investments	8,763,563	--	--	8,763,563
Purchase of investments	--	(62,329)	--	(62,329)
Net Cash Provided by Investing Activities	<u>10,162,471</u>	<u>75,598</u>	<u>--</u>	<u>10,238,069</u>
Net Increase/(Decrease) in Cash and Cash Equivalents	<u>406,671</u>	<u>(1,950,269)</u>	<u>(703,873)</u>	<u>(2,247,471)</u>
Cash, Restricted Cash and Cash Equivalents - Beginning	<u>2,652,883</u>	<u>2,471,198</u>	<u>1,737,724</u>	<u>6,861,805</u>
Cash, Restricted Cash and Cash Equivalents - Ending	<u>\$ 3,059,554</u>	<u>\$ 520,929</u>	<u>\$ 1,033,851</u>	<u>\$ 4,614,334</u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF CASH FLOWS (CONTINUED) PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Water and Sewer Utility	Solid Waste Fund	Stormwater Utility Fund	Total Proprietary Funds
Cash and Cash Equivalents	\$ 1,194,741	\$ 515,931	\$ 1,033,851	\$ 2,744,523
Cash and Cash Equivalents - Restricted	<u>1,864,813</u>	<u>4,998</u>	<u>--</u>	<u>1,869,811</u>
Cash and Cash Equivalents - End of Year	<u><u>\$ 3,059,554</u></u>	<u><u>\$ 520,929</u></u>	<u><u>\$ 1,033,851</u></u>	<u><u>\$ 4,614,334</u></u>
Reconciliation Data of Changes in Net Position to Operating Activities Operating Income	\$ 228,283	\$ 4,667,003	\$ 1,128,794	\$ 6,024,080
Adjustments to Reconcile Operating Income to Net Cash Used In Operating Activities				
Depreciation and amortization expense	4,019,101	992,916	94,552	5,106,569
Changes in assets, liabilities and deferred inflows/ outflows:				
(Increase) decrease in:				
Accounts receivable, net of allowance	434,499	899,453	(22,172)	1,311,780
Inventories	(51,549)	--	--	(51,549)
Due from other funds	(896,036)	(6,000,000)	(1,468,000)	(8,364,036)
Prepays	(16,562)	--	--	(16,562)
Deferred outflows pension	(1,266,362)	(523,198)	--	(1,789,560)
Net pension asset/liability	1,018,240	391,630	--	1,409,870
Deferred outflows OPEB	(191,801)	(177,969)	(8,809)	(378,579)
Increase (Decrease) in:				
Accounts payable	487,124	430,464	(75,759)	841,829
Deposits payable	127,961	(341)	--	127,620
Salaries and benefits available	18,039	15,317	1,141	34,497
Compensated absences payable	13,369	44,982	7,703	66,054
Due to other funds	(3,806,013)	(2,984,663)	(131,174)	(6,921,850)
Net pension liability	1,802,857	730,886	--	2,533,743
Deferred inflows pension	(1,493,122)	(574,277)	--	(2,067,399)
Total OPEB liability	(367,311)	(340,822)	(16,869)	(725,002)
Deferred inflows OPEB	<u>(436,398)</u>	<u>(404,927)</u>	<u>(20,042)</u>	<u>(861,367)</u>
Total Adjustments	<u>(603,964)</u>	<u>(7,500,549)</u>	<u>(1,639,429)</u>	<u>(9,743,942)</u>
Net Cash Used In Operating Activities	<u><u>\$ (375,681)</u></u>	<u><u>\$ (2,833,546)</u></u>	<u><u>\$ (510,635)</u></u>	<u><u>\$ (3,719,862)</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF FIDUCIARY NET POSITION PENSION TRUST FUNDS

SEPTEMBER 30, 2023

	Pension Trust Funds
Assets	
Investments:	
Money market funds	\$ 5,518,326
Fixed income mutual funds	17,141,969
U.S. government and agency securities	26,501,057
Equity securities	128,178,651
Corporate bonds	8,540,497
Real estate funds	36,126,091
Self directed DROP accounts	2,389,907
Private credit funds	5,556,035
Hedge funds	2,069,900
Total investments	232,022,433
Receivables:	
Interest and dividends	297,079
Due from participants	51,797
Contributions receivable (State)	410,164
Pending trades	81,443
Total receivables	840,483
Total Assets	232,862,916
Liabilities	
Accounts payable	151,319
Accounts payable - purchase of investments	11,556
Total Liabilities	162,875
Deferred Inflow	118,015
Net Position Restricted for Pension Benefits	
Total Net Position Restricted for Pension Benefits	\$ 232,582,026

The accompanying notes are an integral part of these financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION PENSION TRUST FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 10,042,448
Plan members	686,111
Chapter	2,121,500
Total contributions	<u>12,850,059</u>
Investment Earnings	
Interest and dividend revenue	6,730,443
Net appreciation in the fair value of investments	<u>13,464,128</u>
Total investment gains	20,194,571
Less: investment expense	<u>(1,052,829)</u>
Net investment earnings	<u>19,141,742</u>
Miscellaneous	<u>2,692</u>
Total Additions	<u>31,994,493</u>
Deductions	
Benefit payments	18,882,150
DROP distributions	1,535,359
Share account distributions	829,120
Administrative expenses	<u>404,031</u>
Total Deductions	<u>21,650,660</u>
Change in Net Position	10,343,833
Net Position Restricted for Pension Benefits -	
Beginning of Year	<u>222,238,193</u>
End of Year	<u>\$ 232,582,026</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of the City of Deerfield Beach, Florida's (the "City") significant accounting policies is presented to assist the reader in interpreting the financial statements and other information in this report. The policies are considered essential and should be read in conjunction with the accompanying financial statements.

The basic financial statements include both government-wide and fund financial statements. The government-wide focus is on the sustainability of the City as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories.

The City's fiduciary funds are presented in the basic financial statements by type (i.e., pension). Since, by definition, these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the City, these funds are not incorporated into the government-wide statements.

A. FINANCIAL REPORTING ENTITY

The City of Deerfield Beach is a political subdivision of the State of Florida, located in Broward County along the lower southeast coast of the state. Originally incorporated in June 1925, the Town of Deerfield was formed under the provisions of Chapter 10462, Special Acts of the 1925 Legislature. In June 1951, Chapter 27503, laws of the State of Florida, created a new charter abolishing the Town and changing its name to City of Deerfield Beach. Today, the City is approximately 16.3 square miles in area. In addition to the public safety, general government, recreation, and public works services provided to its 78,573 residents, the City operates water, sewer, stormwater, and solid waste enterprises. The City does not provide educational or hospital facilities. Those services are provided by the School Board of Broward County and the Broward Health North District, respectively.

The financial reporting entity covered by this report includes the City and its component unit. The reporting entity has been defined by Governmental Accounting Standards Board ("GASB") Statement No. 14 (as amended by GASB Statements No. 39, 61 and 80) as the primary government and those component units for which the primary government is financially accountable. Financial accountability exists when a primary government appoints a voting majority of an organization's governing board and may either impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific burdens on, the primary government. Blended component units, although legally separate entities, are, in substance, part of the City's operations, and so information for these entities is combined with information of the primary government.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. FINANCIAL REPORTING ENTITY (CONTINUED)

The Deerfield Beach Community Redevelopment Agency (the “CRA”), a separate legal entity, which is largely responsible for redevelopment of the area that encompasses most of the beach district and the area along Hillsboro Boulevard from Federal Highway to the intracoastal waterway, was established in November 1999. The CRA is governed by a board which is comprised of the City’s elected officials, and management of the City has operational responsibility of the CRA. The CRA is also fiscally dependent upon the City. Accordingly, the CRA is a blended component unit and is presented as a special revenue fund. The CRA has a September 30 year-end. Separate financial statements for the CRA are available.

The Deerfield Beach Housing Authority (the “Housing Authority”) is a related organization because the Mayor, with the concurrence of the City Commission, has the responsibility of appointing the members of the Housing Authority Board. Its operations are conducted within City boundaries. However, it is not included as a part of the financial reporting entity because it is fiscally independent and it has no financial accountability to the City. The Housing Authority’s autonomy prohibits it from providing any financial benefit or imposing a financial burden upon the City. The Housing Authority is not exclusively for the benefit of City residents and the City Commission cannot impose its will over operations, cannot hire, reassign or dismiss management, and cannot remove Housing Authority board members without cause. The Housing Authority is responsible for ensuring that a complete and full financial accounting and an audit is made biennially by a certified public accountant.

The Northeast Focal Point Children, Alzheimer’s, Senior, Adult Services, Inc. (hereinafter referred to as “CASA”), is a nonprofit entity organized under the laws of the State of Florida in September 1986. This organization raises funds and makes yearly pledges to the City to subsidize the costs of operating the City’s children’s, Alzheimer’s, senior and adult day care facilities. GASB requires that a legally separate, tax-exempt organization should be reported as a component unit of the City, if the primary government is the sole corporate member of the nonprofit or if all of the following are met: (1) the economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the City; (2) the City is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization and (3) the economic resources received or held by the separate organization are significant to the City. The City believes that conditions (1) and (2) apply to CASA. However, the City does not believe that the economic resources held/received by that entity is “significant” to the City’s operations and the City is not the sole corporate member of CASA. As such, it is not included as a part of the financial reporting entity.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City and its component unit. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operation or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within three months of the end of the current fiscal period, with the exception of property tax revenue, which is deferred unless taxes are received within sixty days subsequent to year-end. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, pensions, other post-employment benefits and claims and judgments, are recorded only when payment is due.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Property taxes (when levied), franchise taxes, intergovernmental revenue (when the eligibility requirements are met), licenses, special assessments, charges for services for ambulance fees, as well as interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period, if available. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The ***General Fund*** is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.

The ***American Rescue Plan Fund*** accounts for the receipt and expenditure related to federal funding provided to assist with Covid 19/post pandemic related issues and lost revenue recovery.

The ***Community Redevelopment Agency ("CRA") Fund*** accounts for the proceeds of tax increment revenues and the related expenditures for redevelopment of the area that hovers along Hillsboro Boulevard and that encompasses most of the beach district from Federal Highway to the Intracoastal Waterway. This fund has been deemed a major fund, since management believes it is particularly important to financial statement users for public interest. The CRA also issues a set of standalone financial statements that can be found on the City's website.

The ***General Construction Fund*** accounts for all the City's capital projects.

The City reports the following major proprietary funds:

The ***Water and Sewer Utility Fund*** accounts for the provision of water and sewer services to the City's residents.

The ***Solid Waste Fund*** accounts for the provision of solid waste services to the City's residents.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Additionally, the City's pension trust funds, namely, Fire, Police and Non-uniformed pension funds, account for the activities of the retirement systems for these relevant classes of employees and accumulate resources for pension benefit payments to qualified retirees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes and other charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods and services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing goods and services in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water and Sewer Utility Fund are charges to customers for the provision of water and sewer services. This fund also recognizes as revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Further, the Solid Waste Fund recognizes as revenue charges to customers for the provision of solid waste services. Operating expenses for both enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

D. NEW ACCOUNTING PRONOUNCEMENTS ADOPTED

GASB Statement No. 91, Conduit Debt Obligations, establishes guidance regarding reporting of conduit debt obligations. The adoption of GASB No. 91 did not have an impact on the City's financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. NEW ACCOUNTING PRONOUNCEMENTS ADOPTED (CONTINUED)

GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, establishes guidance regarding reporting of these type of arrangements. The adoption of GASB No. 94 did not have an impact on the City's financial statements.

GASB Statement No. 96, Subscription-Based Information Technology Arrangements, establishes guidance regarding the accounting and reporting for subscription-based information technology arrangements. The City adopted GASB Statement No. 96 as of October 1, 2022.

In April 2022, the GASB issued Statement No. 99, Omnibus 2022. The requirements related to leases, PPPs, and SBITAs and will take effect for financial statements starting with the fiscal year that ends June 30, 2023. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 will take effect for financial statements starting with the fiscal year that ends June 30, 2024. The objectives of this statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing (1) practice issues that have been identified during the implementation and application of certain GASB statements and (2) accounting and financial reporting for financial guarantees. The adoption of GASB No. 99 did not have an impact on the City's financial statements.

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY

1. Deposits and Investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term investments with original maturities of three months or less from the date of acquisition. The City has established an investment policy in accordance with Section 218.415, Florida Statutes that allows the City to invest in relatively low-risk securities, such as the State Treasurer's Investment Pool, and U.S. government and agencies securities. In accordance with the requirements of the GASB, all investments of the City have been reported at fair value except money market funds and the State Treasurer's Investment Pool which its reported value is the same as the value of the pool shares and is recorded at amortized cost. Resources of all funds, with the exception of the pension trust funds, have been combined into investment pools for the purpose of maximizing investment yields. Investment revenue is comprised of interest and dividends and realized gains and losses on

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

1. Deposits and Investments (continued)

investments. Net appreciation (depreciation) in the fair value of investments is comprised of unrealized gains and losses on investments. Investment earnings on pooled investments are allocated monthly based upon equity balances of the respective funds. Accrued interest on pooled investments is grouped with investments on the balance sheet at year-end. In addition, the pension trust funds are authorized to invest in corporate bonds, stocks, money market funds, mortgages and notes.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans). All other residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Receivables are shown net of allowance for uncollectibles. Management determines the allowance for uncollectible accounts, based upon a review of the accounts and its knowledge of the debtor’s ability to pay. Property taxes are levied as of October 1 on property values assessed as of January 1 of the same year. The tax levy is divided into two billings: the first billing (mailed during September) is an estimate of the current year’s levy based on the prior year’s taxes; the second billing (mailed on November 1) reflects adjustments to the current year’s actual levy. The billings are considered past due on April 1 of the subsequent year, at which time the applicable property is subject to lien, and penalties and interest are assessed.

Amounts reflected as “due from other governments” in the government-wide and the fund financial statements represent amounts that are owed to the City by other governmental entities for services.

The City’s lease receivable is measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

3. Inventories and Prepaid Items

Inventories consisting principally of expendable items held for consumption, are stated at average cost. The consumption method is used for all inventories and prepaid items, that is, items of inventory/prepays are expended when they are consumed rather than when they are purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

4. Restricted Assets

Certain resources of the City's Water and Sewer Fund (Enterprise Fund) are classified as restricted assets on the statement of net position because they are maintained in separate accounts and their uses are limited by applicable bond covenants and loan agreements. The state revolving loan sinking fund account is used to segregate resources that are accumulated for the payment of principal and interest on the City's revolving loans with the Florida Department of Environmental Protection.

The "general obligation bond construction account" is used to report those proceeds of general obligation bonds that are restricted for use in the construction of specified projects, as outlined in the bond covenants.

5. Capital Assets

Capital assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide and the proprietary fund financial statements. Capital assets are defined by the City as assets with an initial individual cost of \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost, if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

5. Capital Assets (continued)

Major outlays for capital assets and improvements are capitalized as projects are constructed.

The City's property, plant and equipment are depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings	40
Improvements other than buildings	20
Roads	40
Bridges	50
Other infrastructure	20 – 50
Intangibles	5 - 45
Equipment	5 – 10

In the governmental fund financial statements, capital assets are reported as expenditures and no depreciation expense is recorded.

6. Subscription-Based Information Technology Arrangements

The City has recorded subscription-based information technology arrangement ("SBITA") assets and liabilities as a result of implementing GASB Statement No. 96. The SBITA assets are initially measured at an amount equal to the initial measurement of the related SBITA liability plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. The SBITA assets are amortized on a straight-line basis over the life of the related contract.

The City monitors changes in circumstances that would require a remeasurement of its SBITAs and will do so if certain changes occur that would be expected to significantly affect the amount of the SBITA liability.

SBITA assets are reported with other capital assets and SBITA liabilities are reported with long-term debt on the statement of net position (see Note 3).

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

7. Deferred Outflows/Inflows of Resources

The statements of net position and fund financial statements require the inclusion of a separate section for deferred outflows of resources. A deferred outflow of resources represents a consumption of net assets that applies to future periods.

The statements of net position and fund financial statements, also include a separate section for deferred inflows of resources, which represent an acquisition of net assets that applies to future periods that will be recognized as revenue (or serve as a reduction of expenses) in a future period.

The City reports within its government-wide statement of net position as deferred outflows amounts related to pensions during fiscal year 2023 into the pension plans as a result of the net pension liability and total OPEB liability associated with the plans measured as of September 30, 2022. The amounts paid during fiscal year 2023 to the pension plan will be reflected within the City's pension expense and related liability when the net pension liability is measured for the next fiscal year.

The City reports as deferred inflows amounts representing the net difference between expected and actual results, changes in assumptions and projected and actual earnings of its OPEB and pension plans. The amounts will be amortized over a five year closed period beginning in the year in which the difference occurred or over the remaining service lives of all employees, as applicable, and deferred amount on a bond refunding which is being amortized over the remaining life of the debt.

Also, in the governmental fund financial statements the City reported deferred inflows for amounts not recorded within the period of availability.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

8. Compensated Absences

It is the City's policy to permit employees to accumulate earned, unused vacation and sick pay benefits. A portion of accumulated sick pay benefits are paid upon separation based on the number of years of service. All vacation pay and applicable portions of sick pay balances are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

9. Long-term Obligations

In the government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the government-wide and proprietary fund type statements of net position. Bonds payable are reported net of the applicable bond premium or discounts. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Deferred amounts (the difference between the reacquisition price and the net carrying amount) on refunding are amortized over the shorter of the remaining life of the old debt or the life of the new debt using the straight line method, which does not result in a material difference from the effective interest method. Debt issuance costs, except for the portion which relates to prepaid insurance costs, are recognized as an expense in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expense on a straight line basis over the duration of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts are reported as other financing uses. Debt principal payments and issuance costs, whether or not withheld from actual debt proceeds, are reported as debt service expenditures.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

10. Fund Equity/Net Position

In accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, governmental funds report separate classifications of fund balance. The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The restricted fund balance is defined as having restrictions (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Committed fund balance is defined as amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (i.e. resolution) performed prior to year-end, of the City Commission. Assigned fund balance represents amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed.

The City, through resolution establishing its fund balance policy, has given the City Manager the authority to assign fund balance. Assignment of fund balance may be a) made for a specific purpose that is narrower than the general purposes of the fund itself; and/or b) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget in an amount no greater than the projected excess of expenditures over expected revenues. Assigned fund balance shall reflect management's intended use of resources as set forth each year by the City Manager. Assigned fund balance may or may not be appropriated for expenditure in the subsequent year depending on the timing of the project/reserve for which it was assigned. Unassigned fund balance is the residual classification for the General Fund, plus any deficits of any other governmental funds. The City considers restricted or unrestricted amounts to have been spent when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available. The City considers committed, assigned, or unassigned amounts to have been spent when expenditures incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used. The City's policy is to expend resources in the following order: restricted, committed, assigned and unassigned.

It is the City's policy to obtain and maintain a minimum level of General Fund unassigned fund balance of at least 10% of General Fund operating expenditures and transfers. The disaster/emergency reserve fund balance is assigned by the City Commission as set forth in the annual budget (and any amendments thereto) to ensure the maintenance of services to the public during hurricanes and other natural disasters, as well as economic changes that might severely impact the City's ability to provide necessary public services.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

10. Fund Equity/Net Position (continued)

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

The following table shows the City's fund balance classification for the governmental funds as of September 30, 2023.

	Governmental Funds					Total
	General Fund	American Rescue Plan Fund	Community Redevelopment Agency Fund	General Construction Fund	Nonmajor Governmental Funds	Governmental Funds
Nonspendable						
Inventory	\$ 96,831	\$ --	\$ --	\$ --	\$ --	\$ 96,831
Prepays	567,821	--	--	--	--	567,821
Perpetual care and cemetery operation	--	--	--	--	1,993,452	1,993,452
Restricted						
Community Redevelopment programs	--	--	6,002,140	--	--	6,002,140
Debt service	--	--	--	--	4,264,726	4,264,726
General construction projects	--	362,701	--	9,584,267	--	9,946,968
Road improvement projects	--	--	--	1,968,002	1,863,444	3,831,446
Grants and special programs	--	--	--	--	1,207,927	1,207,927
Beautification and landscape projects	--	--	--	--	612,298	612,298
Public safety programs	--	--	--	--	3,139,634	3,139,634
Recreational programs/projects	--	--	--	5,449,851	2,335,521	7,785,372
Restricted for building permits	--	--	--	--	1,343,226	1,343,226
Restricted for self insurance	--	--	--	--	--	--
Assigned to						
Assigned emergency reserve	5,000,000	--	--	--	--	5,000,000
Assigned for self insurance	7,448,132	--	--	--	--	7,448,132
Subsequent year's budget	14,789,051	--	--	--	--	14,789,051
Tom O-Shanter project	234,260	--	--	--	--	234,260
Unassigned						
General fund operations	28,048,128	--	--	--	--	28,048,128
	<u>\$ 56,184,223</u>	<u>\$ 362,701</u>	<u>\$ 6,002,140</u>	<u>\$ 17,002,120</u>	<u>\$ 16,760,228</u>	<u>\$ 96,311,412</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR EQUITY (CONTINUED)

10. Fund Equity/Net Position (continued)

Net Investment in Capital Assets – is intended to reflect the portion of net position which is associated with capital assets (net of accumulated depreciation/amortization), less outstanding capital asset related debt, net of unspent bond proceeds and deferred inflow/outflow of resources that are attributed to the acquisition of those assets or related debt which are included in this component of net position.

Restricted Net Position – has third-party (statutory bond covenant or granting agency) limitations on use or limitations which have been imposed through enabling legislation.

The government-wide statement of net position reports \$49,523,066 of restricted net position.

Unrestricted Net Position – has no third-party limitations as to its use, and consists of all net position that does not meet the definition of the other two components, and any net deficits that exist.

11. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred outflows and inflows of resources at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from management’s estimates.

12. Property Taxes

Property taxes attach as an enforceable lien on real property and are levied as of October 1st. The tax levy is divided into two billings: the first billing (mailed mid-August) is an estimate of the current year’s levy based on the proposed tax rates, which serves to inform taxpayers of their proposed taxes prior to the final approval of the millage rate in September. The second billing (mailed in November) reflects the current year’s actual levy. The billings are considered past due after March 31st of the following year after the respective tax billing date, at which time the applicable property is subject to lien, and penalties and interest are assessed.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

Deposits

The City maintains a common cash and cash equivalents pool for use by all non-fiduciary funds. Deposits of the City, including time deposit accounts, demand deposit accounts and certificates of deposit, are defined as public deposits. Pursuant to the City's policies, all of the City's deposits are held in qualified public depositories pursuant to Chapter 280.03 of the Florida Statutes, "Florida Security for Public Deposits Act." Under the Act, all qualified public depositories are required to pledge eligible collateral having fair value equal to or greater than the average daily or monthly balance of all public deposits, times the depository's collateral pledging level. The pledging level may range from 50% to 125% depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in fault. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss. At September 30, 2023, the carrying amount of the City's deposits totaled \$15,407,186.

Investments

Authorized Investments

The City's investments are categorized as investments for the City as a whole (hereinafter referred to as "general City investments") and those of its various defined benefit pension plans. The City is authorized by statute and policy to invest public funds (general City investments) in interest-bearing savings accounts, money market accounts and checking accounts, obligations of the United States government, its agencies and instrumentalities; certificates of deposit that are fully insured and collateralized; high-grade commercial paper, repurchase agreements having a defined termination date and collateralized by U.S. Treasury obligations; and Local Government Surplus Trust Funds, as administered by the Florida State Board of Administration ("SBA"). The City invested funds throughout the year in the Florida PRIME, which is not Securities and Exchange Commission ("SEC") registered, but which qualifies as a fluctuating net asset value ("NAV") pool. The City's investment in the SBA at September 30, 2023 represented less than 1% of the total investment assets of the SBA. The City of Deerfield Beach invests in the pool, the value of the City's position is the same as the value of the pool shares and is recorded at amortized cost. At September 30, 2023, the City's investment in the SBA was \$56,269,866.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Authorized Investments (continued)

In accordance with GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, the City's investments in the Florida PRIME meets the definition of a qualifying investment pool that measures, for financial reporting purposes, all of its investments at amortized cost and should disclose the presence of any limitations or restrictions on withdrawals. As of September 30, 2023, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

The Florida Municipal Investment Trust (the "Trust") (as administered by the Florida League of Cities) is an authorized investment under Section 218.415(115), Florida Statutes, for units of local government in Florida. The operation and administration of the Trust is the responsibility of a Board of Trustees, who are selected from the ranks of elected officials of governmental entities participating in the Trust. The fair value of the City's position in the Trust at September 30, 2023 is the same as the value of the pool share, \$2,947,998.

The overriding objectives of the City's investment policy are preservation of its principal investment, while providing for liquidity and maximization of investment income.

Each of the City's three individual pension plans is governed by a Board of Trustees, which is responsible for determining the investment policies for the respective plan, namely the City's Fire, Police Officers, and Non-uniformed retirement pension plans. The investment policies for the various plans typically are devised to earn an average rate of return over the long term that will equal or exceed the return of a target index. The trustees are authorized to invest in a wide range of instruments, including but not limited to, federally-guaranteed obligations, bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or any state or organized territory of the United States, provided that the corporation is listed on any one or more of the recognized national stock exchanges or the National Market System of the NASDAQ Stock Market.

In acquiring these investments on behalf of the various plans, the trustees are required to exercise a level of care, which persons of prudence, discretion and intelligence would exercise when acquiring these same investments for their own (personal) accounts.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Authorized Investments (continued)

As of September 30, 2023, the City and the City's pension plans had the following investments:

	Pension Trust Funds	All Other Funds	Total
Investment in Florida PRIME	\$ --	\$ 56,269,866	\$ 56,269,866
Investment in Florida Municipal Investment Trust	--	2,947,998	2,947,998
Money market funds	5,518,326	33,009,677	38,528,003
Fixed income mutual funds	17,141,969	--	17,141,969
U.S. government and agency securities	26,501,057	32,544,965	59,046,022
Equity securities	128,178,651	--	128,178,651
Corporate bonds	8,540,497	--	8,540,497
Real estate funds	36,126,091	--	36,126,091
Self directed DROP accounts	2,389,907	--	2,389,907
Private credit funds	5,556,035	--	5,556,035
Hedge funds	<u>2,069,900</u>	<u>--</u>	<u>2,069,900</u>
Total	<u>\$ 232,022,433</u>	<u>\$ 124,772,506</u>	<u>\$ 356,794,939</u>

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. In accordance with the City's investment policy, the City minimizes the interest rate risk of investments in the portfolio by placing limitations on the duration of such investments. With the exception of funds reserved for capital projects, all of the City's general investments shall be limited to instruments maturing within two years of purchase. This ensures that securities mature to meet cash requirements for operations, thereby avoiding the need to sell securities in the open market prior to maturity.

The Police Officers' Retirement Plan limits its exposure to interest rate risk by varying the durations of the maturities of its investment holdings.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Interest Rate Risk (continued)

Neither the Municipal Firefighter's Pension Trust Plan nor the Non-Uniform Employees' Retirement Plan has investment policies that use limits on investment maturities as a means of managing its exposure to fair value losses arising from interest rates.

Information about the sensitivity of the fair values of the City's and the City's pension plans' investments to market interest rate fluctuations is provided by the following tables that shows the distribution by maturity:

Investment Type	Value	Maturities (in Years)	
		Less Than 1 Year	1-5 Years
City General Investments			
FL PRIME	\$ 56,269,866	\$ 56,269,866	\$ --
FL Municipal Investment Trust	2,947,998	--	2,947,998
Money market funds	33,009,677	33,009,677	--
U.S. government and agency securities	<u>32,544,965</u>	<u>2,691,981</u>	<u>29,852,984</u>
Total	\$ 124,772,506	\$ 91,971,524	\$ 32,800,982

Investment Type	Value	Maturities (in Years)			
		Less Than 1 Year	1-5 Years	6-10 Years	More Than 10 years
Pension Trust Funds					
Mutual funds	\$ 17,141,969	\$ 1,590,110	\$ 10,478,471	\$ 3,684,242	\$ 1,389,146
U.S. treasuries	13,079,864	1,540,535	3,043,083	5,223,905	3,272,341
U.S. agencies	13,421,193	17,074	999,151	1,051,518	11,353,450
Corporate bonds	<u>8,540,497</u>	<u>715,800</u>	<u>3,793,289</u>	<u>3,356,731</u>	<u>674,677</u>
Total	<u>\$ 52,183,523</u>	<u>\$ 3,863,519</u>	<u>\$ 18,313,994</u>	<u>\$ 13,316,396</u>	<u>\$ 16,689,614</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization (“NRSRO”). State law limits investments in commercial paper and corporate bonds to the top 3 ratings issued by NRSRO’s. All Treasury obligations are guaranteed by the good faith and credit of the United States and are therefore not subject to credit risk. The amounts held in the Florida PRIME are rated by Standard and Poor’s. The current rating is AAAm. Florida Municipal Investment Trust is not rated by any nationally recognized statistical rating agency.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Credit Risk (continued)

The following table discloses credit ratings by investment type, at September 30, 2023, as applicable:

	Quality Credit Rating Moody's	Fair Value
	Aaa	\$ 35,750,157
	Aa1	6,759,864
	Aa2	699,972
	Aa3	71,264
	A	889,479
	A+	594,150
	A-	1,471,243
	A1	591,751
	A2	979,481
	A3	803,563
	AAA	715,924
	AA	218,880
	AA+	10,802,790
	AA-	160,195
	Baa1	366,714
	Baa2	2,758,804
	Ba2	2,257,870
	BBB+	848,774
	BBB	1,211,184
	BB	1,748,268
	Below B	426,352
	Not rated	74,284,385
Total Credit Risk Securities		144,411,064
U.S. treasuries and agency securities explicitly guaranteed		32,544,965
Total Fixed Income/Credit Risk Securities		<u>\$ 176,956,029</u>
Total Fixed Income/Credit Risk Securities - City		\$ 124,772,506
Total Fixed Income Securities - Pension Trust Funds		<u>52,183,523</u>
		<u>\$ 176,956,029</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Concentration of Credit Risk

The City limits its investments in any one issuer to no more than 5% of total investments, except for investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments, which are excluded from this requirement. There were no individual investments that represented 5% or more of the City's total investments at September 30, 2023. The three pension plans limit their exposure by limiting their investments in any one issuer to no more than 5% of plan net position other than those issued by the U.S. government or its agencies. None of the plans had holdings that exceeded the 5% limit.

Custodial Credit Risk

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, the City will not be able to recover the value of its investment or collateral securities that are in the possession of another party. These investments are held by the various pension plans' custodial banks and are registered in the name of the pertinent pension plan. With the exception of the investments with the SBA Florida PRIME, all of the City's general investments were held by the City's custodial bank and were registered in the City's name as of year-end.

Fair Value Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements with the fair value hierarchy established by GAAP. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Investments measured and reported at fair value are classified and disclosed in one of the following categories:

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Level 1 - Investments traded in an active market with available quoted prices for identical assets as of the reporting date.

Level 2 - Inputs to the valuation methodology are based upon observable inputs for the assets either directly or indirectly, other than those considered Level 1 inputs, which may include quoted prices for identical assets in markets that are not considered to be active, and quoted prices of similar assets in active or inactive markets.

Level 3 - Inputs to the valuation methodology are based upon unobservable inputs.

Deerfield Beach Municipal Firefighters' Pension Trust Fund ("Fire Plan")

The following is a description of the valuation methodologies used for assets measured at fair value and Net Asset Value ("NAV") for the Fire plan:

Common stock: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities.

Private credit funds: Value based on the NAV. The most significant input into the NAV is the fair value of its investment holdings. These holdings are valued by the general partners on a quarterly basis, in conjunction with management and investment advisors. The Fire Plan has holds in limited partnerships.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Firefighters' Pension Trust Fund (continued)

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Hedge funds: Value based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investments.

Real estate: Valued at the net asset value of shares held by the Fire Plan at year end. The Fire Plan has investments in private market real estate investments for which no liquid public market exists.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Firefighters' Pension Trust Fund (continued)

	*Fair Value Measurements Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level				
Equity securities:				
Common stocks	\$ 42,425,386	\$ 42,425,386	\$ --	\$ --
Mutual funds	31,727,557	31,727,557	--	--
Total debt securities	74,152,943	74,152,943	--	--
Debt securities:				
Corporate bonds	2,170,108	--	2,170,108	--
U.S. treasury securities	5,882,779	5,882,779	--	--
U.S. agency securities	6,632,321	--	6,632,321	--
Fixed income mutual funds	15,158,279	15,158,279	--	--
Total debt securities	29,843,487	21,041,058	--	--
Self directed DROP accounts	2,389,907	--	2,389,907	--
Total Investments by Fair Value Level	106,386,337	\$ 95,194,001	\$ 11,192,336	\$ --
Investments Measured at Net Asset Value (NAV)				
Real estate funds	25,487,345			
Private credit funds	5,556,035			
Hedge fund	587,162			
Total investments measured at NAV	31,630,542			
Money market funds (exempt)	3,466,884			
Total Investments	\$ 141,483,763			

* Investment type descriptions mirror audited fire plan financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Firefighters' Pension Trust Fund (continued)

The following table summarizes investments for which fair value is measured using the net asset value per share practical expedient, including their related unfunded commitments and redemption restrictions:

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real Estate Fund ⁽¹⁾	\$ 12,173,579	\$ --	Quarterly	90 Days
Real Estate Fund ⁽²⁾	4,141,506	--	Quarterly	10 Days
Real Estate Fund ⁽³⁾	9,172,260	--	N/A	N/A
Hedge Fund ⁽⁴⁾	587,162	--	Quarterly	90 Days
Private credit Fund ⁽⁵⁾	5,010,341	--	N/A	N/A
Private credit Fund ⁽⁵⁾	<u>545,694</u>	<u>1,493,914</u>	N/A	N/A
Total Investments Measured at NAV	<u><u>\$ 31,630,542</u></u>	<u><u>\$ 1,493,914</u></u>		

1. Real estate fund: The fund is an open-ended real estate investment fund investing primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 90 days prior to quarter end.
2. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
3. Real estate fund: This fund is an open-end, comingled real estate fund with a diversified portfolio of income producing properties located throughout the United States. The investment is valued at NAV and has no redemption frequency or notice period.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Firefighters' Pension Trust Fund (continued)

4. Hedge fund: The fund is a multi-strategy fund of hedge funds that aims to pursue varying strategies in order to diversify risk and reduce volatility. The fund is a diversified portfolio offering investment solutions through activist long/short equity hedge funds, event driven hedge funds and multi-strategy hedge funds. The investment is valued at NAV and holder of capital, upon at least 90 days prior written notice, may request to redeem a minimum of \$100,000 of their capital shares, as of the close of business on the last business day of each calendar year, by giving irrevocable written notice.
5. Private credit funds: These funds seek to provide a consistent stream of income and capital protection. These funds invest in securitized bonds and real estate collateralized loan obligations. These investments are valued at NAV.

Deerfield Beach Municipal Police Officers' Retirement Trust Fund

The following is a description of the valuation methodologies used for assets measured at fair value for the police plan:

Debt securities: Debt securities consist primarily of negotiable obligations of the U.S. government and U.S. government-sponsored agencies, corporations, securitized offerings backed by residential and commercial mortgages, TIPS, and foreign debt securities. These securities can be typically be valued using the close or last traded price on a specific date (quoted prices in active markets). When quoted prices are not available, fair value is determined based on valuation models that use inputs that include market observable inputs. These inputs included recent trades, yields, price quotes, cash flows, maturity, credit ratings, and other assumptions based upon the specifics of the investment type.

Equity securities: These include domestic and international equities. Domestic securities traded on a national securities exchange are valued at the last reported sales price on the last business day of the fiscal year. Securities traded in the over-the-counter market and listed securities for which no sale was reported on that date are valued at the last reported bid price. International equities are valued based upon quoted foreign market prices and translated into U.S. dollars at the exchange rate in effect at year end. Securities which are not traded on a national security exchange are valued by the respective fund manager or other third parties based on yields currently available on comparable securities of issuers with similar credit ratings.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Police Officers' Retirement Trust Fund (continued)

	*Fair Value Measurements Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level				
Equity securities:				
Equity mutual funds	\$ 27,717,325	\$ 27,717,325	\$ --	\$ --
Debt securities:				
U.S. treasury securities	2,257,164	1,275,611	981,553	--
U.S. agency securities	3,443,728	--	3,443,728	--
Fixed income mutual funds	1,983,690	1,983,690	--	--
Corporate bonds	531,460	--	531,460	--
Total debt securities	8,216,042	3,259,301	4,956,741	--
Total Investments by Fair Value Level	35,933,367	\$ 30,976,626	\$ 4,956,741	\$ --
Investments Measured at Net Asset Value (NAV)				
Real estate funds	5,970,777			
Total Investments Measured at NAV	5,970,777			
Money market funds (exempt)	1,056,820			
Total Investments	\$ 42,960,964			

* Investment type descriptions mirror audited police plan financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Police Officers' Retirement Trust Fund (continued)

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real Estate Fund ⁽¹⁾	\$ 1,541,706	\$ --	Quarterly	10 Days
Real Estate Fund ⁽²⁾	<u>4,429,071</u>	<u>--</u>	Quarterly	90 Days
Total Investments Measured at NAV	<u><u>\$ 5,970,777</u></u>	<u><u>\$ --</u></u>		

1. Real estate fund: The fund is an open-end diversified core real estate commingled fund that invests primarily in core institutional office, retail, industrial, and multi-family properties located throughout the United States. The investment is valued at NAV and its redemptions must be received by the fund 10 days prior to quarter end.
2. Real estate fund: This fund is an open-end comingled real estate fund that invests in a pool of real estate assets that are diversified by geography and property type, with a focus of yield-driven investments and, to a lesser extent, on value-added investments. The investment is valued at NAV and redemption requests must be received by the fund 90 days prior to quarter end.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Nonuniformed Employees' Retirement Plan

The following is a description of the valuation methodologies used for assets measured at fair value for the Nonuniformed Plan:

Common stocks: Valued at the closing price reported on the New York Stock Exchange.

Government securities: Valued using pricing models maximizing the use of observable inputs for similar securities.

Hedge fund: Valued based on the net asset value per share, without further adjustment. Net asset value is based upon the fair value of the underlying investment.

Corporate bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing the value on yields currently available on comparable securities of issuers with similar credit ratings. When quoted prices are not available for identical or similar bonds, the bond is valued under a discounted cash flows approach that maximizes observable inputs, such as current yield of similar instruments, but includes adjustments for certain risks that may not be observable, such as credit and liquidity risks or a broker quote, if available.

Real estate fund: Valued at the net asset value of shares held by the Nonuniformed Plan at year end. The Nonuniformed Plan has an investment in a private market real estate investment for which no liquid public market exists.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Nonuniformed Employees' Retirement Plan (continued)

	*Fair Value Measurements Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by Fair Value Level				
Equity securities:				
Common stocks	\$ 26,308,383	\$ 26,308,383	\$ --	\$ --
Debt securities:				
U.S. treasury securities	4,939,921	4,192,955	746,966	--
U.S. agency securities	2,169,457	--	2,169,457	--
Municipal bonds	1,175,687	--	1,175,687	--
Corporate bonds	5,838,929	--	5,838,929	--
Total debt securities	14,123,994	4,192,955	9,931,039	--
Total Investments by Fair Value Level	40,432,377	\$ 30,501,338	\$ 9,931,039	\$ --
Investments Measured at Net Asset Value (NAV)				
Real estate funds	4,667,969			
Hedge fund	1,482,738			
Total Investments Measured at NAV	6,150,707			
Money market funds (exempt)	994,622			
Total Investments	\$ 47,577,706			

* Investment type descriptions mirror audited Nonuniformed plan financial statements.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Fair Value Hierarchy (continued)

Deerfield Beach Municipal Nonuniformed Employees' Retirement Plan

	Fair Value	Unfunded Commitments	Redemption Frequency (if Currently Eligible)	Redemption Notice Period
Real Estate Fund ⁽¹⁾	\$ 4,667,969	\$ --	Quarterly	45 Days
Hedge Fund ⁽²⁾	<u>1,482,738</u>	<u>--</u>	Daily	1-2 Days
Total Investments Measured at NAV	<u><u>\$ 6,150,707</u></u>	<u><u>\$ --</u></u>		

1. Real estate fund: This fund is an open-end core real estate fund with a diversified portfolio of multifamily, office, industrial and retail properties. The fund seeks to provide for the preservation of capital, stable income and modest appreciation over the mid- to long-term. The investment is valued at NAV and redemption requests must be received by the fund 45 days prior to quarter end.
2. Hedge fund: This fund aims to pursue varying strategies in order to diversify risks and reduce volatility. The fund invests with hedge funds and other portfolio managers or otherwise utilizes the services of investment advisors or other investment managers employing a variety of trading styles or strategies, including, but not limited to, direct lending, convertible arbitrage, merger or risk arbitrage and other event-driven investing, distressed and long/short credit, long/short equity, multi-strategy and other relative value strategies. The investment is valued at NAV and redemption requests must be received by the fund 1 or 2 days prior to redemption date of June 30 or December 31.
3. Hedge fund: This hedge fund is an open-end fund incorporated in the United States. The fund seeks capital appreciation by investing its assets among a variety of non-traditional or alternative investment strategies. The investment is valued at NAV and redemption requests may be received 1 or 2 days in advance.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

RECEIVABLES AND PAYABLES

The City reports the General, Community Redevelopment Agency (“CRA”), General Construction, Water and Sewer, Stormwater Utility and Solid Waste Funds as major funds. Receivables at September 30, 2023 were as follows:

	General	CRA	General	Nonmajor	
Governmental Activities	Fund	Fund	Construction	Governmental	Total
				Funds	
Receivables					
Accounts receivable	\$ 3,823,130	\$ --	\$ --	\$ 251,127	\$ 4,074,257
Assessments	842	--	--	--	842
Interest	65,626	5,853	50,728	15,615	137,822
Lease	<u>77,488</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>77,488</u>
Total	<u>\$ 3,967,086</u>	<u>\$ 5,853</u>	<u>\$ 50,728</u>	<u>\$ 266,742</u>	<u>\$ 4,290,409</u>
Business-type Activities	Water and			Stormwater	
	Sewer Utility		Solid Waste	Utility	Total
Receivables					
Accounts	\$ 3,498,225	\$ 1,299,998	\$ 192,959	\$ 4,991,182	
Delinquent assessments	107,271	--	--	107,271	
Interest	<u>342,631</u>	<u>--</u>	<u>--</u>	<u>342,631</u>	
Gross Receivables	3,948,127	1,299,998	192,959	5,441,084	
Less: allowance for uncollectibles	<u>(794,337)</u>	<u>(222,858)</u>	<u>(31,622)</u>	<u>(1,048,817)</u>	
Total	<u>\$ 3,153,790</u>	<u>\$ 1,077,140</u>	<u>\$ 161,337</u>	<u>\$ 4,392,267</u>	

Receivables of the Water and Sewer and Solid Waste Utility Funds are reported net of uncollectible amounts, and are as follows:

Uncollectible related to water sales	\$ 575,904
Uncollectible related to sewer charges	218,433
Uncollectible related to solid waste charges	222,858
Uncollectible related to stormwater charges	<u>31,622</u>
Total Uncollectible for the Current Fiscal Year	<u>\$ 1,048,817</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

RECEIVABLES AND PAYABLES (CONTINUED)

Accounts payable at September 30, 2023 were as follows:

	Vendors	Retainage	Total Payables
Governmental Activities			
General Fund	\$ 3,420,280	\$ 12,140	\$ 3,432,420
Community Redevelopment Agency Fund	155,274	20,202	175,476
American Rescue Plan Fund	41,975	--	41,975
General Construction Fund	1,475,876	1,005,161	2,481,037
Nonmajor Governmental Funds	<u>1,956,096</u>	<u>--</u>	<u>1,956,096</u>
Total Governmental Activities	<u><u>\$7,049,501</u></u>	<u><u>\$ 1,037,503</u></u>	<u><u>\$ 8,087,004</u></u>
Business-type Activities			
Water and Sewer Utility Fund	\$ 1,601,049	\$ 42,479	\$ 1,643,528
Solid Waste Fund	1,309,763	--	1,309,763
Stormwater Utility Fund	<u>26,365</u>	<u>42,115</u>	<u>68,480</u>
Total Business-type Activities	<u><u>\$ 2,937,177</u></u>	<u><u>\$ 84,594</u></u>	<u><u>\$ 3,021,771</u></u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

CAPITAL ASSETS

The following is a summary of capital asset activity for the year ended September 30, 2023:

	Beginning Balances*	Increase	Decrease	Ending Balances
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	\$ 18,028,619	\$ 334,407	\$ --	\$ 18,363,026
Construction in progress	23,948,997	16,084,528	--	40,033,525
Total Capital Assets Not Being Depreciated	<u>41,977,616</u>	<u>16,418,935</u>	<u>--</u>	<u>58,396,551</u>
Capital Assets Being Depreciated/Amortized				
Buildings	40,786,018	--	--	40,786,018
Improvements other than buildings	16,357,801	8,337,531	--	24,695,332
Software subscriptions	630,265	--	--	630,265
Equipment	24,612,078	1,400,409	361,500	25,650,987
Infrastructure	86,542,310	1,360,295	--	87,902,605
Total Capital Assets Being Depreciated/Amortized	<u>168,298,207</u>	<u>11,098,235</u>	<u>361,500</u>	<u>179,665,207</u>
Less: Accumulated Depreciation/Amortization for				
Buildings	19,337,375	999,014	--	20,336,389
Improvements other than buildings	5,590,806	762,367	--	6,353,173
Software subscriptions	--	182,546	--	182,546
Equipment	18,469,100	1,234,762	361,500	19,342,362
Infrastructure	58,358,631	2,408,090	--	60,766,721
Total Accumulated Depreciation/Amortization	<u>101,755,912</u>	<u>5,586,779</u>	<u>361,500</u>	<u>106,981,191</u>
Total Capital Assets Being Depreciated/Amortized, Net	<u>66,542,295</u>	<u>5,511,456</u>	<u>--</u>	<u>72,684,016</u>
Governmental Activities Capital Assets, Net	<u>\$ 108,519,911</u>	<u>\$ 21,930,391</u>	<u>\$ --</u>	<u>\$ 131,080,567</u>

*Revised for GASB Statement No. 96, Subscription-Based Information Technology Arrangements

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

CAPITAL ASSETS (CONTINUED)

	Beginning Balances*	Increase	Decrease	Ending Balances
Business-type Activities				
Capital Assets Not Being Depreciated				
Land	\$ 50,531	\$ --	\$ --	\$ 50,531
Construction in progress	3,205,485	7,234,346	--	10,439,831
Total Capital Assets Not Being Depreciated	<u>3,256,016</u>	<u>7,234,346</u>	<u>--</u>	<u>10,490,362</u>
Capital Assets Being Depreciated/Amortized				
Buildings	2,266,147	--	--	2,266,147
Utility plants in service	46,054,250	479,636	--	46,533,886
Improvements other than buildings	97,236,545	6,038	--	97,242,583
Software subscriptions	142,030	--	--	142,030
Equipment	24,722,985	3,135,671	--	27,858,656
Total Capital Assets Being Depreciated/Amortized	<u>170,279,927</u>	<u>3,621,345</u>	<u>--</u>	<u>174,043,302</u>
Less: Accumulated Depreciation/Amortization for				
Buildings	1,848,037	15,479	--	1,863,516
Utility plants in service	27,988,113	1,339,021	--	29,327,134
Improvements other than buildings	54,062,996	2,251,985	--	56,314,981
Software subscriptions	--	47,300	--	47,300
Equipment	19,169,640	1,452,785	--	20,622,425
Total Accumulated Depreciation/Amortization	<u>103,068,786</u>	<u>5,106,570</u>	<u>--</u>	<u>108,175,356</u>
Total Capital Assets Being Depreciated/Amortized, Net	<u>67,211,141</u>	<u>(1,485,225)</u>	<u>--</u>	<u>65,867,946</u>
Business-type Activities Capital Assets, Net	<u>\$ 70,467,157</u>	<u>\$ 5,749,121</u>	<u>\$ --</u>	<u>\$ 76,358,308</u>

*Revised for GASB Statement No. 96, Subscription-Based Information Technology Arrangements

Depreciation does not begin until one year after acquisition. The utility plant in service adjustment reflects cost reimbursement.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs as follows:

Governmental Activities

General government	\$ 340,129
Public safety	821,842
Human services	79,622
Physical environment	726,988
Transportation	1,949,899
Culture and recreation	1,653,221
Economic environment	<u>15,078</u>

Total Depreciation/Amortization Expense -

Governmental Activities	<u>\$ 5,586,779</u>
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Business-type Activities

Water and sewer	\$ 4,019,102
Solid waste	992,916
Stormwater	<u>94,552</u>

Total Depreciation/Amortization Expense -

Business-type Activities	<u>\$ 5,106,570</u>
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SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The City has recorded several multi-year subscription-based information technology arrangements (“SBITAs”) as a result of implementing GASB Statement No. 96. The City has discounted the future minimum payments using its incremental borrowing rate. The SBITAs are amortized on a straight-line basis over the shorter of the life of the assets or the related agreement and with a value of \$25,000.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (CONTINUED)

The classes and amounts of SBITAs as of September 30, 2023 were as follows:

Governmental Activities:

	Asset Balances	Accumulated Amortization
Software	\$ 630,265	\$ (182,546)

Business-Type Activities:

	Asset Balances	Accumulated Amortization
Software	\$ 142,030	\$ (47,300)

Future minimum payments and present value of payments as of September 30, 2023:

		Governmental Activities Debt		
		Principal	Interest	Total
Fiscal Year Ending				
September 30,				
2024	\$ 182,058	\$ 23,824	\$ 205,882	
2025	139,138	6,586	145,724	
2026	71,645	2,746	74,391	
2027	25,993	345	26,338	
Total	\$ 418,834	\$ 33,501	\$ 452,335	
		Business-Type Activities Debt		
		Principal	Interest	Total
Fiscal Year Ending				
September 30,				
2024	\$ 45,694	\$ 3,237	\$ 48,931	
2025	35,507	2,192	37,699	
2026	25,321	1,113	26,434	
Total	\$ 106,522	\$ 6,542	\$ 113,064	

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

ENCUMBRANCES

Purchase orders are issued throughout the fiscal year to encumber budgets in the governmental funds. Significant encumbrances as of September 30, 2023, were as follows:

Major Funds	
General Fund	\$ 458,981
Community Redevelopment Agency	2,411,431
General Construction Fund	<u>9,359,719</u>
Total Major Funds	12,230,131
Nonmajor Governmental Funds	<u>11,028,046</u>
Total Encumbrances	<u><u>\$23,258,177</u></u>

CONSTRUCTION COMMITMENTS

The City has outstanding commitments for construction and acquisition of property, plant and equipment. The following is a summary of the most significant of these commitments at September 30, 2023:

Project	Amounts Outstanding
Center for Active Aging Redevelopment	\$ 2,476,286
City Hall Renovations	500,000
Johnny L. Tigner Building	8,113,143
S-Curve Streetscape Improvements	2,100,140
Other Projects	<u>759,132</u>
Total Commitments	<u><u>\$13,948,701</u></u>

UNAVAILABLE REVENUES

Unavailable revenue in the General Fund includes \$627,153 for local business taxes (formerly referred to as occupational licenses) relating to fiscal year 2023.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

UNAVAILABLE REVENUES (CONTINUED)

The Miscellaneous Grants and CDBG nonmajor special revenue funds had unavailable revenue of \$598,675 related to funds received that had not been spent for their specified purpose.

INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The interfund balances below represent short-term loans to cover temporary negative balances in each fund's equity in pooled cash at year-end. The composition of interfund balances at September 30, 2023 was as follows:

Due To/Due From

	Due to				Total
	General Fund	American Rescue Fund	General Construction Fund	Nonmajor Governmental Funds	
Due From					
General Fund	\$ --	\$ 110,000	\$ --	\$ --	\$ 110,000
Nonmajor Government Funds	2,300,000	--	500,000	805,000	3,605,000
Stormwater Utility Fund	3,150,000	--	--	--	3,150,000
Solid Waste Fund	6,000,000	--	--	--	6,000,000
Water and Sewer Fund	1,027,211	--	--	--	1,027,211
Total	<u>\$ 12,477,211</u>	<u>\$ 110,000</u>	<u>\$ 500,000</u>	<u>\$ 805,000</u>	<u>\$ 13,892,211</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS (CONTINUED)

Interfund Transfers

	Transfers In						Total
	General Fund	General Construction Fund	Nonmajor Governmental	Water and Sewer Fund	Solid Waste Fund	Stormwater Utility Fund	
Transfers Out							
General Fund	\$ --	\$ 6,511,770	\$ 6,623,158	\$ 1,763,420	\$ 2,170,154	\$ 5,073	\$ 17,073,575
American Rescue Plan Fund	778,767	--	--	--	--	418,788	1,197,555
Nonmajor Governmental Funds	157,115	261,376	382,419	--	--	--	800,910
Water and Sewer Utility Fund	20,800	--	--	--	835,558	--	856,358
Solid Waste Fund	20,800	--	11,788	--	--	--	32,588
Total	<u>\$ 977,482</u>	<u>\$ 6,773,146</u>	<u>\$ 7,017,365</u>	<u>\$ 1,763,420</u>	<u>\$ 3,005,712</u>	<u>\$ 423,861</u>	<u>\$ 19,960,986</u>

Transfers to the General Fund by the nonmajor governmental funds represent amounts paid by the nonmajor governmental funds for matching grant requirements for expenditures which were accounted for in the General Fund. Transfers to nonmajor governmental funds represent payments for the City's match in connection with grants that the City participates in cost sharing for the funded project. Transfers from the General Fund by enterprise funds represents amounts paid by the General Fund on behalf of enterprise funds.

FINANCING LEASES

The City has entered into master lease purchase agreements and other lease arrangements as lessee for financing the acquisition of equipment for public safety, public works and for parks and recreational facilities.

The City has also financed the acquisition of sanitation vehicles in its Solid Waste Fund. These lease agreements qualify as financing leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the date of inception.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LEASES (CONTINUED)

The City has entered into a lease purchase agreement as lessee for the acquisition and finance of its Energy Performance Projects. This lease agreement qualifies as financing leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the date of inception.

The future minimum lease obligations and the net present value of the minimum lease payments as of September 30, 2023, were as follows:

	Governmental Activities	Business- type Activities	Total
Fiscal Year Ending September 30			
2024	\$ 437,864	\$ 336,418	\$ 774,282
2025	392,242	330,714	722,956
2026	427,971	360,838	788,809
2027	464,724	391,827	856,551
2028	476,114	401,429	877,543
2029-2033	2,564,216	2,161,988	4,726,204
2034-2035	<u>791,710</u>	<u>667,521</u>	<u>1,459,231</u>
Total minimum lease payments	5,554,841	4,650,735	10,205,576
Less: amount representing interest	<u>(797,295)</u>	<u>(672,189)</u>	<u>(1,469,484)</u>
Present Value of Future Minimum			
Lease Payments	<u>\$ 4,757,546</u>	<u>\$ 3,978,546</u>	<u>\$ 8,736,092</u>

As of September 30, 2023, the equipment held under financing leases for governmental activities and business-type activities totaled \$3,188,960 and \$865,730, respectively. Accumulated depreciation for equipment held under financing leases was \$1,777,966 and \$627,092 for governmental and business type activities, respectively, as of September 30, 2023.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT

Governmental Activities Debt

General Obligation Bonds, Series 2000 – The original amount of this issue was divided into two series: Series “A,” for which \$9,978,847 in bonds were issued, and Series “B,” for which \$2,820,183 in bonds were issued. The proceeds of these bonds were used to finance the construction of a public safety complex, a public works facility, parks improvements, right-of-way improvements and expansion of the senior services facilities. The combined outstanding bonds of the issue, \$1,373,143, have interest rates that range from 4.25% to 6.08%. For Series A, principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2024.

General Obligation Bonds, Series 2012B-2 – The original amount of this issue was \$14,770,000. The proceeds of these bonds were used to refund previously issued debt, namely Florida Municipal Loan Council Revenue Bonds, Series 2000B; Series 2003A and Series 2003B. The interest rates on these bonds range from 2% to 5%. The principal is due annually on April 1st and interest is payable semi-annually on April 1st and October 1st with the final maturity date being October 1, 2028. The principal and interest of this issue will be payable from and secured by the City’s ad valorem taxes. For the current year, principal and interest of \$973,300 was paid. Ad valorem taxes amounted to \$54,315,729. The outstanding balance for this issue at year end amounted to \$8,250,000.

The General Obligation Bonds are limited liabilities of the City, payable from ad-valorem taxes, secured by the full faith and credit of the City. In the event of default, bondholders may sue to enforce their rights.

Covenant Bonds, Series 2012B-1 – The original amount of this issue was \$20,090,000. The proceeds of this bond issue were to repay previously issued debt as well as to finance the construction of parks and right of way improvements, in addition to citywide street improvements. The interest rates on these bonds range from 2.00% to 4.00%. Principal is due annually on October 1st and interest is payable semi-annually on April 1st and October 1st, with the final maturity date being October 1, 2032. The remaining outstanding bonds of this issue total \$9,210,000 with total interest payable of \$1,106,866 over the remainder of the term of the bonds. For the current year, principal and interest of \$1,563,694 was paid.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Governmental Activities Debt (continued)

Covenant Bonds, Series 2018 – The original amount of this issue was \$36,155,000. The proceeds of this bond issue were to repay previously issued debt, Series 2006 Covenant Bonds, as well as to finance the renovation and construction of City facilities, parks and citywide street improvements. The interest rates on these bonds range from 2.44% to 5.25%. Principal is due annually on December 1st and interest is payable semi-annually on June 1st and December 1st, with the final maturity date being December 1, 2042. The remaining outstanding bonds of this issue total \$35,380,000 with total interest payable of \$22,952,937 over the remainder of the term of the bonds. For the current year, principal and interest of \$2,040,075 was paid.

Covenant bonds are limited obligations of the City, payable solely from non-ad valorem revenues, set aside by the City in its annual budget. In the event of default, the payment of principal or interest, owners of the bonds shall have remedies as specified by the federal bankruptcy code, the bond indenture of and any bond policy insurance.

Business-type Activities Debt

Loans Payable – The City has entered into two loan agreements with the State of Florida Department of Environmental Protection. The primary purpose of these loans is to construct water and wastewater facilities. As of September 30, 2009, the City borrowed \$8,662,208, with interest rates ranging from 2.27% to 3.57%. As of September 30, 2021, the outstanding principal amount of these loans totaled \$2,865,506. Principal and interest payments on the two Florida Water Pollution Control Construction loans are due on April 15 and October 15 of each year. At September 30, 2023, the unpaid principal balances of Water Pollution Control Loan No. WW69302L and Loan No. WW693030 were \$285,348, and \$1,635,158, respectively. Revenues of the Water and Sewer Utility Fund have been pledged as security for repayment of these loans. Total principal and interest paid during the current year totaled \$528,306.

These loans are payable from gross revenues derived yearly from the operation of the water and sewer systems after operation and maintenance expense. Upon any event of default the lender may take action by mandamus or other proceeding at law to enforce the rights of the lender.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Business-type Activities Debt (continued)

Bank of America Revenue and Refunding Note, Series 2018 – On June 13, 2018, the City entered into a loan agreement with Bank of America in the amount of \$11,397,243. The proceeds of this bond issue were used to refund the Florida Municipal Loan Council Revenue Bonds, Series 2008A. The reacquisition price exceeded the net carrying amount of the old debt by \$85,603. This amount is being netted against the new debt and amortized over the remaining life of the refunded debt, which is shorter than the life of the new debt issued. This refunding was undertaken to reduce the total debt service payments over the next 10 years by \$1,068,336 and resulted in an economic gain of \$914,540. The interest rate on the new debt is 3.07%. Principal is due annually on October 1st and interest is payable semiannually on April 1st and October 1st, with the final maturity date being October 1, 2028. As of September 30, 2023, the principal balance outstanding was \$6,750,503. The principal and interest paid during the current year totaled \$1,229,673.

Remedies on default allows the lenders of these loans to take whatever action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Changes in Long-Term Debt

The following is a summary of changes in long-term liabilities for the year ended September 30, 2023:

	Beginning Balance *	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Bonds payable:					
General obligation bonds	\$ 10,699,375	\$ --	\$ 1,076,232	\$ 9,623,143	\$ 1,067,961
Covenant bonds	46,090,000	--	1,500,000	44,590,000	1,560,000
Plus: Deferred amounts for premiums/discounts	6,037,768	--	95,475	5,942,293	--
Total bonds payable	62,827,143	--	2,671,707	60,155,436	2,627,961
Financing Leases	6,040,764	--	1,283,218	4,757,546	281,795
Obligations under SBITA's	603,265	--	184,431	418,834	182,058
Compensated absences	1,205,006	1,644,271	1,603,260	1,246,017	1,246,017
Claims and judgments	8,457,688	2,995,128	4,220,221	7,232,595	687,652
Total Governmental Activities					
Long-Term Liability	<u>\$ 79,133,866</u>	<u>\$ 4,639,399</u>	<u>\$ 9,962,837</u>	<u>\$ 73,810,428</u>	<u>\$ 5,025,483</u>
Business-type Activities					
Bonds payable	\$ 7,757,479	\$ --	\$ 1,006,976	6,750,503	1,038,985
Loans payable	2,398,223	--	477,717	1,920,506	488,389
Financing Leases	4,429,723	--	451,177	3,978,546	204,608
Obligations under SBITAs	142,030	--	35,508	106,522	45,694
Compensated absences	1,069,302	948,767	882,713	1,135,356	944,284
Total Business-type Activities	<u>\$ 15,796,757</u>	<u>\$ 948,767</u>	<u>\$ 2,854,091</u>	<u>\$ 13,891,433</u>	<u>\$ 2,721,960</u>

**Revised for GASB Statement No. 96. Subscription-Based Information Technology Arrangements*

The governmental activities claims and judgments as well as compensated absences are generally liquidated by the General Fund. The General Fund has been the governmental fund typically used to liquidate the net pension liabilities and total OPEB liabilities.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Summary of Annual Debt Service Requirements

The annual debt service requirements to maturity for debt outstanding as of September 30, 2023 are as follows:

Fiscal Year Ending September 30,	Governmental Activities Debt					
	General Obligation Bonds			Covenant Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2024	\$ 1,067,961	\$ 1,424,252	\$ 2,492,213	\$ 1,560,000	\$ 2,051,394	\$ 3,611,394
2025	1,088,285	1,406,415	2,494,700	1,615,000	2,000,044	3,615,044
2026	1,510,182	989,318	2,499,500	1,670,000	1,945,169	3,615,169
2027	1,106,715	1,390,034	2,496,751	1,725,000	1,888,394	3,613,394
2028	2,390,000	109,650	2,499,650	1,785,000	1,828,628	3,613,628
2029-2033	2,460,000	36,900	2,496,900	10,205,000	7,861,988	18,066,988
2034-2038	--	--	--	12,990,000	5,074,125	18,064,125
2039-2042	--	--	--	13,040,000	1,410,062	14,450,062
Total	<u>\$ 9,623,143</u>	<u>\$ 5,356,569</u>	<u>\$ 14,979,714</u>	<u>\$ 44,590,000</u>	<u>\$ 24,059,804</u>	<u>\$ 68,649,804</u>

Fiscal Year Ending September 30,	Business-Type Activities Debt					
	Revolving Loans			Revenue Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2024	\$ 488,389	\$ 39,916	\$ 528,305	\$ 1,038,985	\$ 191,292	\$ 1,230,277
2025	499,298	29,008	528,306	1,071,243	158,900	1,230,143
2026	510,455	17,851	528,306	1,106,124	125,477	1,231,601
2027	422,364	7,012	429,376	1,141,347	90,978	1,232,325
2028	--	--	--	1,177,715	55,381	1,233,096
2029-2030	--	--	--	1,215,089	18,652	1,233,741
Total	<u>\$ 1,920,506</u>	<u>\$ 93,787</u>	<u>\$ 2,014,293</u>	<u>\$ 6,750,503</u>	<u>\$ 640,680</u>	<u>\$ 7,391,183</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 3 – DETAILED NOTES ON ALL FUNDS (CONTINUED)

LONG-TERM DEBT (CONTINUED)

Pollution Remediation

The City accepted approximately 44.65 acres of donated land in October 2011 from a private donor. The City plans to redevelop the land (Tam O'Shanter project) and eventually use it for community facilities and recreation, as well as open space. The land has been found to contain contamination from toxic substances. According to studies conducted to determine the extent of the pollution and the expected costs of remediation estimated costs may range between \$150,000 and \$4,000,000 depending on the prospective use of the land. The donor has contributed \$250,000 towards the future costs of clean-up. No remediation efforts had begun as of September 30, 2023. The remediation outlays are considered necessary to prepare the asset for its intended use, and will be capitalized as part of the newly developed asset as expenditures are incurred, and therefore no expenditure and liability have been accrued at this time.

NOTE 4 – OTHER INFORMATION

RESTRICTED ASSETS

The amounts shown below are those assets restricted by sources external to the City. Ordinances and bond covenants pertaining to long-term debt and other agreements require segregation and restriction of certain assets represented by the following amounts as of September 30, 2023:

Governmental Activities

American Rescue Plan proceeds	\$ 4,667,507
Cemetery Trust Fund	1,287,352
General Construction Fund	19,108,194
Forfeiture	804,035
General Obligation Debt Service	<u>4,940,390</u>

Total Governmental Activities Restricted Assets	<u>\$ 30,807,478</u>
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CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

RESTRICTED ASSETS (CONTINUED)

	Water and Sewer Fund	Solid Waste Fund	Total
Business-type Activities			
Customer deposits	\$ 725,813	\$ 4,998	\$ 730,811
Revolving loan covenant accounts	<u>1,139,000</u>	<u>--</u>	<u>1,139,000</u>
Total Business-type Activities			
Restricted Assets	<u>\$ 1,864,813</u>	<u>\$ 4,998</u>	<u>\$ 1,869,811</u>

RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; employee health; and natural disasters. Liability claims in the State of Florida are limited to some extent by Chapter 768.28 of the Florida Statutes, under the Doctrine of Sovereign Immunity. The General Fund provides coverage of up to \$175,000 per participant for employee health claims. The General Fund also provides coverage for workers compensation claims. The City retains the risk of loss up to \$200,000 for general liability claims. For property damage, the City has a deductible of \$500,000 for flood damage and \$5,000 for all other perils. For all other risks of loss, the City has purchased an excess coverage insurance policy covering individual claims in excess of these specified amounts. Settled claims did not exceed the commercial coverage in any of the past three fiscal years.

Various funds of the City participate in its risk management program and make payments to the General Fund based on estimates of the amounts needed to cover costs of current year's claims. Claim expenditures and liabilities are reported when it is probable and a loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported ("IBNR"). Claim liabilities are based upon the estimated ultimate cost of settling the claims including specific, incremental claim adjustment expenses, salvage, and subrogation and considering the effects of inflation and recent claim settlement trends including frequency and amount of payouts and other economic and social factors.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

RISK MANAGEMENT (CONTINUED)

At September 30, 2023, the amount of these liabilities was \$7,232,595. Changes in the reported liability since October 1, 2022 resulted from the following:

Fiscal Year Ended September 30,	Current Year's				Liability September 30
	Claims Payable October 1	Claims and Changes in Estimates	Claims Payments		
2022	\$ 9,421,320	\$ 2,483,824	\$ (3,447,456)	\$	8,457,688
2023	\$ 8,457,688	\$ 2,955,128	\$ (4,220,221)	\$	7,192,595

CONTINGENT LIABILITIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally, the federal and state agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds.

The City is currently the defendant in a number of litigation issues and claims that arose in the normal course of operations. City management has indicated that they intend to vigorously defend such matters, the ultimate outcome of which, in the opinion of management, will not have a significant adverse effect on the financial condition of the City.

DEFINED BENEFIT PENSION PLANS

Plan Description

The City of Deerfield Beach, as a single-employer, maintains three defined benefit pension plans covering full-time firefighters employed by the City prior to October 1, 2011, police officers employed by the City prior to January 13, 1990, and non-uniformed employees hired before April 17, 1990. The Deerfield Beach Municipal Firefighters' Pension Trust Fund (the "Fire Pension Plan"), the City of Deerfield Beach Police Officers' Retirement Plan (the "Police Pension Plan") and the City of Deerfield Beach Non-Uniformed Employees' Retirement Fund (the "Non-uniformed Pension Plan") are individual plans administered for each of three employee categories: fire, police and non-uniformed personnel. Each plan is governed by its own board of trustees, which is responsible for establishing employee benefit provisions within the framework of Chapters 175 and 185 of the Florida Statutes and local ordinances. Retirement, disability and death benefits and annual cost-of-living adjustments are provided by all three plans to members and beneficiaries. New members are no longer admitted to any of the three defined benefit plans.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Plan Description (continued)

The financial statements for the City's pension plans are prepared using the accrual basis of accounting. Contributions from plan members are recognized in the period in which the contributions are due. The City's contributions are recognized when due and when a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of each individual plan. All plan investments are reported at fair value with the exception of money market funds which are reported at amortized cost. Securities traded on a national exchange are valued at the last reported sales price on the plan's fiscal year end. Securities without an established market price are reported at estimated fair value.

The Fire Pension Plan, as well as the Police Officers' Retirement Plan, issue publicly available financial reports that include financial statements and required supplementary information. The reports for the Police Officers' Retirement Plan may be obtained by writing or calling the following: Pension Resource Center, 4360 Northlake Blvd., Suite 206, Palm Beach Gardens, FL 33410; (561) 624-3277. The reports for the Fire Pension Plan may also be obtained by contacting the following: Freiman Little Actuaries, LLC; 4105 Savannahs Trail; Merritt Island, FL 32953; (321) 453-6542.

The Non-uniformed Employees' Retirement Plan also issues publicly available financial reports. These reports may be obtained via written request to the following: Benefits USA, Inc., 3810 Inverrary Blvd, Suite 302, Lauderhill, Florida 33319; or by calling (800) 425-2454.

On January 13, 1990 the police officers of the City of Deerfield Beach merged with the Broward County Sheriff's Office. State law provides that these officers, who are now employees of the Broward County Sheriff's Office, could make an irrevocable election to remain in the City's pension plan. On October 1, 2012, the firefighters of the City of Deerfield Beach also merged with the Broward Sheriff's Office. Like the police officers, they were also allowed to make an irrevocable election to remain in the City's pension plan or join the Florida Retirement System.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Funding Policy

The Board of Trustees of each plan establishes and may amend the contribution requirements of plan members and of the City.

The Fire Pension Fund, as well as the Police Pension Fund, is partially funded by contributions from the State of Florida. The state's contribution to the pension funds consists of excise taxes collected on fire and casualty insurance premiums on policies written within the City limits. For fiscal year 2023, the state contributed \$1,164,334 and \$957,166 to the Fire Pension and Police Pension Funds, respectively. On-behalf payments of fringe benefits and salaries for the City's employees were recognized as revenues and expenditures during the period.

Information regarding fiscal year 2023 participant data for the three pension plans is as follows:

	Fire	Police	Non-Uniformed	Total
Plan membership as of actuarial valuation date	10/1/2023	10/1/2023	10/1/2023	
Inactive plan members and beneficiaries currently receiving benefits	150	66	110	326
Inactive plan members entitled but not yet receiving benefits	--	--	--	--
Active plan members	<u>46</u>	<u>--</u>	<u>1</u>	<u>47</u>
Total Members	<u>196</u>	<u>66</u>	<u>111</u>	<u>373</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Funding Policy (continued)

Covered employees in the fire and non-uniformed defined benefit plans are required to contribute 9% of their gross salary. Beginning on January 13, 1990, participants in the police pension plan were no longer required to contribute to the plan. The member's contribution rate is fixed by the authorizing ordinance and the City's contribution rate is actuarially determined. The actuarial assumptions and three to five-year smoothed market methods were selected to fund the plans with the intent of producing future required employer contributions which remain fairly level as a percentage of covered payroll. The contribution rate for normal cost is determined using the entry age or the aggregate cost method, depending on the plan, over a 15 to 30 year period.

Net Pension Liability

The component as of the net pension liability as of September 30, 2022 (measurement date) were as follows:

	Fire	Police	Non-Uniformed	Total
Total pension liability	\$ 178,960,147	\$ 63,944,075	\$ 52,327,722	\$ 295,231,944
Less plan fiduciary net position*	<u>(134,183,987)</u>	<u>(41,030,064)</u>	<u>(47,016,589)</u>	<u>(222,230,640)</u>
City's Net Pension Liability	<u>\$ 44,776,160</u>	<u>\$ 22,914,011</u>	<u>\$ 5,311,133</u>	<u>\$ 73,001,304</u>
Plan fiduciary net position as a percentage of the total pension liability	74.98%	64.17%	89.85%	

* The Police Plan fiduciary net position above does not agree to the Police Plan fiduciary net position presented in the statement of fiduciary net position as of September 30, 2022. The difference of \$7,553 was caused by an adjustment that was made after the actuary finalized their report.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFIT PENSION PLANS (CONTINUED)

Net Pension Liability

	Fire	Police	Non-Uniformed
Total pension liability - beginning	\$ 175,098,914	\$ 63,249,682	\$ 54,313,153
Changes for the year:			
Service cost	3,146,556	--	26,230
Interest	12,534,352	4,101,990	3,105,737
Difference between expected and actual experience	(2,126,574)	(1,228,809)	36,806
Change in benefit terms	--	2,483,835	--
Change of assumptions	509,219	--	--
Share plan allocation	--	589,327	--
Benefit payments	(10,202,320)	(5,251,950)	(5,154,204)
Net change in total pension liability	3,861,233	694,393	(1,985,431)
Total pension liability - ending (a)	178,960,147	63,944,075	52,327,722
Plan fiduciary net position - beginning	156,391,448	49,275,282	56,819,589
Contributions - employer	6,875,949	2,309,274	1,161,341
Contributions - State of Florida	565,496	794,778	--
Contributions - employee	730,591	--	8,500
Net investment loss	(19,959,952)	(6,002,203)	(5,718,971)
Benefit payments	(10,202,320)	(5,251,950)	(5,154,204)
Administrative expenses	(217,225)	(95,117)	(99,666)
Net change in plan fiduciary position - ending (b)	(22,207,461)	(8,245,218)	(9,803,000)
Plan fiduciary net position - ending (b)	134,183,987	41,030,064	47,016,589
Net Pension Liability (a-b)	\$ 44,776,160	\$ 22,914,011	\$ 5,311,133
Plan fiduciary net position as a percentage of total pension liability	74.98%	64.17%	89.85%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

SIGNIFICANT ACTUARIAL ASSUMPTIONS

The total pension liability was determined by an actuarial valuation as of October 1, 2021.

	Fire Pension	Police Pension	Non-Uniformed
Inflation	2.49%	N/A	2.00%
Salary increases	5.2% to 11%	N/A	6.00% per year
Investment rate of return	7.25%	6.50%	6.00%
Mortality	RP-2000 fully generational with scale BB	RP-2000 Table with no RP-2000 Disabled Table for disabled lives projection Disables Lives: RP-2000 disabled males and females	RP-2000 Mortality tables, fully generational with scale BB
Retirement Age	N/A	N/A	Age 64 with 10 years of service or age 55 with 25 years of service

PENSION DISCOUNT RATE

The discount rate used to measure the total pension liability was 7.25%, 6.50%, and 6.00% for the Fire, Police, and Non-Uniformed Pension plans respectively. This is a single rate that reflects the long-term expected rate of return on Pension plan investments expected to be used to finance the payment of benefits, including inflation. The projection of cash flows used to determine the discount rate assumed member contributions are made at 9% of pay and City contributions will be made in an amount equal to the difference between the actuarially determined contributions and member contributions. Fiduciary net position is projected to be sufficient to make projected benefit payments, for purposes of this determination.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

PENSION DISCOUNT RATE

Sensitivity of the net pension liability to changes in the discount rate follows for each plan:

Net Pension Liability	Fire Pension Plan		
	1% Decrease	Current Discount Rate	1% Increase
Percent	6.25%	7.25%	8.25%
Net pension liability	\$63,342,906	\$44,776,160	\$29,290,592
Net Pension Liability	Police Pension Plan		
	1% Decrease	Current Discount Rate	1% Increase
Percent	5.50%	6.50%	7.50%
Net pension liability	\$29,931,370	\$22,914,011	\$17,036,061
Net Pension Liability	Non-Uniformed Pension Plan		
	1% Decrease	Current Discount Rate	1% Increase
Percent	5.00%	6.00%	7.00%
Net pension liability	\$ 9,667,310	\$ 5,311,133	\$ 1,540,734

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS

Investments – Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined by using a building-block method. Best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. The long-term expected rate of return on investments is the best-estimate ranges weighted by the asset allocation plus expected inflation. Best estimates of arithmetic real rates of return for each major asset class as provided by the investment monitor for the Fire, Police and non-uniformed pension plans, respectively, are shown below.

Asset Class	Long-Term Expected Real Rate of Return
Fire	
Domestic equity	7.07%
International equity	3.11%
Bonds	2.00%
Convertibles	6.35%
Private real estate	6.38%
Private credit	1.91%
Infrastructure	5.60%
Cash	-0.11%

Asset Class	Long-Term Expected Real Rate of Return
Police	
Domestic equity	10.00%
International equity	11.00%
Domestic bonds	5.00%
International bonds	6.00%
Real estate	7.00%

Asset Class	Long-Term Expected Real Rate of Return
Non-Uniformed	
Large cap value equity	6.84%
Large cap growth equity	7.04%
Small cap core equity	7.14%
International equity	5.94%
Hedge fund	4.19%
Private real estate	5.54%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS

Asset Allocation

The tables below indicate the fund investment policy targets, and actual asset allocations as of September 30, 2023:

Asset Class	Investment Policy
Fire	
Fixed income	12-60%
International equity	10-25%
Large-cap core value	3-13%
Large-cap growth	3-13%
Mid cap core	5-9%
Small cap value	3-7%
Convertibles	6-11%
Infrastructure	2-7%
Real estate	0-22%
Cash and cash equivalents	0-2%

Asset Class	Actual Allocation
Fire	
Fixed income	12.40%
International equity	21.40%
Large-cap core value	7.40%
Large-cap growth	13.00%
Mid cap core	6.30%
Small cap value	4.70%
Convertibles	7.90%
Infrastructure	0.00%
Real estate	22.66%
Cash and cash equivalents	4.24%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS (CONTINUED)

Asset Allocation (continued)

Asset Class	Investment Policy
Police	
Domestic equity	40-55%
International equity	10-20%
Fixed income	15-35%
Real estate fund	5-17%
Cash and cash equivalents	0-5%

Asset Class	Actual Allocation
Police	
Domestic equity	44.00%
International equity	13.00%
Fixed income	21.00%
Real estate fund	21.00%
Cash and cash equivalents	1.00%

Asset Class	Investment Policy
Non-Uniformed	
Domestic equity	30-65%
International equity	5-15%
Fixed income	20-40%
Hedge funds	0-10%
Real estate fund	0-10%
Cash and cash equivalents	Minimal

Asset Class	Actual Allocation
Non-Uniformed	
Domestic equity	43.10%
International equity	8.90%
Fixed income	27.40%
Hedge funds	5.90%
Real estate fund	11.80%
Cash and cash equivalents	2.90%

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED BENEFITS PENSION PLANS (CONTINUED)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

Pension expense and deferred outflows and deferred inflows of resources related to pensions: The net pension liability was measured as of September 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2021. The City reported deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows (Inflows)		
	Police	Fire	Non-Uniformed
Contributions subsequent to the measurement date	\$3,276,971	\$ 8,030,201	\$ 856,776
Difference between expected and actual experience	--	(490,748)	--
Change in assumptions	--	117,512	--
Difference between expected and actual earnings on investments	<u>3,317,722</u>	<u>11,973,875</u>	<u>4,263,755</u>
Total Deferred Outflows (Inflows)	<u><u>\$6,594,693</u></u>	<u><u>\$ 19,630,840</u></u>	<u><u>\$ 5,120,531</u></u>

The deferred outflows of resources resulting from City contributions to the pension plans subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent year. The amount reported as a deferred inflow/outflow of resources related to the pension will be recognized in pension expense over the four remaining years as follows:

Fiscal Year Ending September 30,	Police	Fire	Non-Uniformed
2024	\$ 876,788	\$ 2,132,436	\$ 1,099,149
2025	421,228	1,379,864	809,868
2026	193,266	1,841,691	553,513
2027	<u>1,826,440</u>	<u>6,246,648</u>	<u>1,801,225</u>
Total	<u><u>\$3,317,722</u></u>	<u><u>\$ 11,600,639</u></u>	<u><u>\$ 4,263,755</u></u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

DEFINED CONTRIBUTION PLAN

The City has a defined contribution plan that was established on April 17, 1990 via Ordinance No. 1990-025. This plan covers all full-time employees who are not members of the City's defined benefit pension plans, previously described. This plan was established under the provisions of Section 401(a) of the Internal Revenue Code. The City has authorized the City Commission to establish and amend all plan provisions. The assets of the plan are self-directed, and investment results are reported to participants/employees on a quarterly basis. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment returns thereon. The City does not have fiduciary accountability for the plan and, accordingly, the plan is not reported in the accompanying financial statements.

The City contributed 8% of salaries to the plan on a bi-weekly basis, for a contribution for the year ended September 30, 2023 of \$2,017,827. The plan requires a 4% match of all participants. Plan participants become fully vested in the plan after five years of service. Total member contributions for the fiscal year totaled \$1,008,914.

DEFERRED COMPENSATION PLAN

The City offers certain employees the opportunity to participate in a deferred compensation plan that was created on December 1, 1987, via resolution C1987/114. This plan was established in accordance with Section 457 of the Internal Revenue Code. The plan permits employees to defer a portion of their salaries until future years. At the employee's election, such amounts may be invested in mutual funds with varying degrees of risk and return. Loans may be taken against an employee's account for specified purposes. All amounts of compensation deferred under a "Section-457" plan, all property and rights purchased with those amounts, and all investment earnings, are held in trust for the exclusive benefit of the plan's participants and their beneficiaries. Since the City has no control over these assets, they are not reflected in the City's financial statements.

The International City Management Association Retirement Corporation acts as agent for the employees in administering both the defined contribution as well as the deferred compensation plans described above.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 4 – OTHER INFORMATION (CONTINUED)

COMMUNITY REDEVELOPMENT AGENCY

Pursuant to Florida Statute 163.387, listed below is a summary of the sources and amounts of deposits to, and the purpose and amounts of withdrawals from, the Community Redevelopment Agency Funds for the fiscal year ended September 30, 2023:

	Deposits	Withdrawals
Source of Deposits		
Tax incremental revenues	\$ 5,144,174	\$ --
Investment income	119,688	--
Purpose of Withdrawals		
Debt service - principal and interest	--	1,094,321
Other contractual	--	113,222
Administrative and overhead	--	852,380
Economic development	--	3,692,063
Total	<u>\$ 5,263,862</u>	<u>\$ 5,751,986</u>

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS

Effective November 6, 2001, the City of Deerfield Beach commenced participation in the Florida Retirement System (“FRS”), a cost-sharing multiple employer Public Employee Retirement System (“PERS”). There are two defined benefit plans as part of the Florida Retirement System. The FRS is a cost-sharing, multiple-employer defined benefit pension plan with a Deferred Retirement Option Program (“DROP”) for eligible employees. The Health Insurance Subsidy Program (“HIS”) is a cost-sharing, multiple-employer defined benefit pension plan. The FRS and HIS were created by the Florida Legislature and are administered by the State of Florida.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

Only Elected members of the City Commission are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature.

The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website:

(http://www.dms.myflorida.com/workforce_operations/retirement/publications).

PLAN DESCRIPTION

FRS Pension Plan

The FRS Pension Plan ("FRS Plan") is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program ("DROP") for eligible employees. Only Elected Officials participate in this plan.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service (except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service). All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service (except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service). Members of the Plan may include up to 4 years of credit for military service toward creditable service.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PLAN DESCRIPTION (CONTINUED)

FRS Pension Plan (continued)

The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

HIS Plan

The Retiree Health Insurance Subsidy Program (“HIS Plan”) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of the State administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

BENEFITS PROVIDED

FRS Pension Plan

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years’ earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years’ earnings. The total percentage value of the benefit received is determined by calculating the total value of all service,

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PLAN DESCRIPTION (CONTINUED)

FRS Pension Plan (continued)

which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Elected Officers' Class: 3.00%

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-October 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

HIS Plan

For the fiscal year ended September 30, 2023 eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

CONTRIBUTIONS

FRS Pension Plan

The Florida Legislature establishes contribution rates for participating employers and employees. Employees are required to contribute 3% of gross salary. Employer contribution is based on class. For the fiscal year ended September 30, 2023, the contribution rate for Elected Officers' Class was 49.7%.

The City's contributions for FRS totaled \$92,375 and employee contributions totaled \$12,632 for the fiscal year ended September 30, 2023.

HIS Plan

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2023, the HIS contribution was 1.66 percent. The City contributed 100 percent of its statutorily required contributions for the current year and preceding three years. The HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO PENSIONS

At September 30, 2023, the City reported liabilities of \$765,151 for its proportionate share of the FRS net pension liability and \$72,736 for the HIS net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023 for FRS and July 1, 2022 for HIS. The City's proportionate share of the net pension liability was based on the City's fiscal year 2023 contributions relative to the fiscal year 2023 contributions of all participating members.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO PENSIONS (CONTINUED)

For the fiscal year ended September 30, 2023, the City recognized pension expense of \$71,924. In addition, the City reported, in the government-wide financial statements, deferred outflows of resources and deferred inflows of resources related to both plans from the following sources:

Description	Deferred Outflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ 71,841	\$ 1,065	\$ 72,906
Change of assumptions	49,879	1,912	51,791
Net difference between projected and actual earnings on plan investments	31,955	38	31,993
Changes in proportion and differences between City contributions and proportionate share of contributions	4,203	1,406	5,609
City contributions subsequent to measurement date	24,840	965	25,805
Total Deferred Outflows of Resources	\$ 182,718	\$ 5,386	\$ 188,104

Description	Deferred Inflows of Resources		
	FRS	HIS	Total
Differences between expected and actual experience	\$ --	\$ 171	\$ 171
Change of assumptions	--	6,303	6,303
Changes in proportion and differences between City contributions and proportionate share of contributions	67,917	5,847	73,764
Total Deferred Inflows of Resources	\$ 67,917	\$ 12,321	\$ 80,238

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

PENSION LIABILITIES, PENSION EXPENSE, AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO PENSIONS (CONTINUED)

The deferred outflows of resources related to pensions, totaling \$25,805, resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Employer Share of Deferred Outflows/Deferred Inflows		
	FRS	HIS	Total
2024	\$ 864	\$ (1,407)	\$ (543)
2025	(30,094)	(1,288)	(31,382)
2026	110,650	(1,579)	109,071
2027	6,647	(1,899)	4,748
2028	1,894	(1,411)	483
Thereafter	--	(316)	(316)
Total	<u>\$ 89,961</u>	<u>\$ (7,900)</u>	<u>\$ 82,061</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

ACTUARIAL ASSUMPTIONS

Actuarial assumptions for both cost-sharing defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Mortality Table Experience Study Actuarial Cost Method	Generational RP-2000 with projection scale BB tables 7/1/13 - 6/30/18	
	Individual Entry Age Normal	
	FRS	HIS
Investment rate of return	6.70%	3.65%
Projected salary increases	3.25%	3.25%
Inflation	2.40%	2.40%

LONG-TERM EXPECTED RATE OF RETURN

FRS Pension Plan

The long-term expected rate of return on the plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.1%
Fixed income	19.8%	4.5%	4.4%	3.4%
Global equity	54.0%	8.7%	7.1%	18.1%
Real estate (property)	10.3%	7.6%	6.6%	14.8%
Private equity	11.1%	11.9%	8.8%	26.3%
Strategic investments	3.8%	6.3%	6.1%	7.7%
Total	100.0%			
Assumed Inflation-Mean			2.4%	1.4%

Note: As outlined in the Plan's investment policy

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

DISCOUNT RATE OF RETURN

The discount rate used to measure the total pension liability was 6.70% for the FRS plan. The fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The HIS program uses a pay as you go funding structure, so therefore, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate. The municipal bond rate of 3.65% was used to determine the total pension liability for the program. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

SENSITIVITY OF THE CITY'S PROPORTIONATE SHARE OF THE NET POSITION LIABILITY TO CHANGES IN THE DISCOUNT RATE

The following table presents the sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the City's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2023.

	City's Proportionate Share of the Net Pension Liability		
	1% Decrease	Current Discount Rate	1% Increase
Pension Plan	5.70%	6.70%	7.70%
FRS	\$ 1,307,034	\$ 765,151	\$ 311,801
	1% Decrease	Current Discount Rate	1% Increase
Pension Plan	2.65%	3.65%	4.65%
HIS	\$ 82,980	\$ 72,736	\$ 64,244

PENSION PLAN FIDUCIARY NET POSITION

Detailed information about the fiduciary net position of both benefit plans is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 5 – COST SHARING DEFINED BENEFIT PLANS (CONTINUED)

SUMMARY OF PENSION EXPENSE, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO ALL PENSIONS OF THE CITY

For the year ended September 30, 2023, the City recognized a reduction in pension expense of \$284,147 as a result of GASB Statement No. 68. Deferred outflows and inflows of resources and net pension liability related to pensions are as follows:

	Non-- Uniformed Pension	Police Pension	Fire Pension	FRS/HIS Pension	Total
Deferred outflows	\$ 5,120,531	\$ 6,594,693	\$ 20,121,588	\$ 188,104	\$ 32,024,916
Deferred inflows	--	--	490,748	80,238	570,986
Net pension liability	5,311,133	22,914,011	44,776,160	837,887	73,839,191
Pension expense (income)	96,350	71,924	(524,345)	71,924	(284,147)

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS

PLAN DESCRIPTION

The City of Deerfield Beach's Retiree Health Care Plan (the "Plan") is a single employer defined benefit postemployment health care plan that covers eligible retired employees of the City. The Plan, which is administered by the City, allows employees who retire and meet retirement eligibility requirements under one of the City's retirement plans to continue health and life insurance coverage as a participant in the City's plan. For purposes of applying Paragraph 4 under Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, the Plan does not meet the requirements for an OPEB plan administered through a trust.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

PLAN DESCRIPTION (CONTINUED)

Benefit Description and Funding Policy

The City provides a single employer defined benefit post-employment health insurance benefit to its general employees, firefighters and police officers who are members of the Deerfield Beach Municipal Police Officers' Retirement Trust Fund. The City offers three fully-insured PPO plans to retirees. The City pays the premiums for the retiree only until the age of 65. The retiree pays the premium for an optional Medicare Supplementary coverage offered to post-65 retirees. Spouses of retired participants are eligible to participate in the retiree health care plan. Coverage continues to surviving spouses of deceased retirees for firefighters only. Coverage is terminated for spouses of all other retirees upon the death of the retiree.

Pursuant to Section 112.0801, Florida Statutes, general employees, firefighters and police officers who retire from the City may continue their participation in a City-sponsored health and/or dental insurance plan at the same premiums applicable to active employees. Since retiree claims are expected to result in higher costs to the plan, on average, than those for active employees on an actuarial basis, there is an implicit subsidy included in the premiums for the retirees.

Investments. The OPEB plan does not have a formal investment policy. The City uses the Pay-As-You-Go-Approach of funding to provide benefits to participants of the plan.

Benefits. Benefit provisions and City contribution requirements are established and may be amended by the City Commission. The City currently provides direct subsidies for certain retirees by paying a portion of the retiree's premium for individual coverage.

Employees Covered by benefit terms. As of September 30, 2023, the following employees were covered by the benefit terms:

Inactive plan members, or beneficiaries currently receiving benefits	174
Inactive plan members entitle to but not yet receiving benefits	--
Active plan members	<u>363</u>
Total	<u>537</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY

The City's Total OPEB Liability ("TOL") was measured as of September 30, 2022, and was determined by an actuarial valuation as of September 30, 2022. As of September 30, 2023, the reported TOL of \$24,718,864, represents 104.19% of the covered payroll. The components of TOL are as follows:

Balance at September 30, 2022	<u>\$26,587,723</u>
Changes for the Year	
Service cost	1,378,401
Interest	668,297
Differences between expected and actual experience	(4,196,384)
Changes in assumptions or other inputs	1,214,654
Benefit payments	<u>(934,007)</u>
Net Changes	<u>(1,869,039)</u>
Balance at September 30, 2023	<u>\$24,718,684</u>
Covered Employee Payroll	<u>\$23,723,535</u>
City's Total OPEB liability as a % of Covered Payroll	104.19%

DISCOUNT RATE AND SENSITIVITY DISCLOSURES

Discount Rate

The City's OPEB plan does not have a GASB compliant trust; therefore, the discount rate equals the tax exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date.

A discount rate of 4.77% was used to measure the September 30, 2023 Total OPEB Liability. A discount rate of 4.77% was used for the beginning of the measurement period. These rates are based on the Fidelity 20-Year Municipal GO AA Index - daily rate closest or equal to but not later than the respective measurement dates.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

DISCOUNT RATE AND SENSITIVITY DISCLOSURES (CONTINUED)

Discount Rate (continued)

Sensitivity of the Total OPEB Liability to the Discount Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 4.77%, discount rate, as well as what the total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (3.77%) or 1-percentage point higher (5.77%) than the current rate.

Pension Plan	Measurement Date: September 30, 2022		
	1% Decrease	Current Discount Rate	1% Increase
Discount rate	3.77%	4.77%	5.77%
Total OPEB Liability	\$ 28,306,791	\$ 24,718,684	\$ 21,823,152

Sensitivity of the Total OPEB Liability to the Healthcare Cost Trend Rate Assumption

The chart below represents the total OPEB liability of the City, calculated using the 4.0% to 7.5%, as well as what the total OPEB liability would be if it were calculated using a healthcare trend rate that is 1-percentage point lower (3.0% to 6.5%) or 1-percentage point higher (5.0% to 8.5%) than the current rate.

Pension Plan	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
	3.0% to 6.5%	4.0% to 7.5%	5.0% to 8.5%
Discount rate	3.0% to 6.5%	4.0% to 7.5%	5.0% to 8.5%
Total OPEB Liability	\$ 22,079,991	\$ 24,718,684	\$ 27,997,930

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

ACTUARIAL ASSUMPTIONS AND OTHER INPUTS

The Total OPEB Liability was determined based on several actuarial assumptions using the Actuarial Cost Method. Total OPEB liability was calculated by an actuarial valuation as of September 30, 2022, with a measurement date of September 30, 2022, using the following assumptions, applied to all prior periods included in the measurement:

Measurement date	September 30, 2022
Actuarial valuation date	September 30, 2022
Inflation	2.50%
Salary increases	6.00%
Discount rate	4.77%
Projected salary increases	6.00%
Healthcare cost trend rates	4.00% - 7.5% based on the Getzen Model
Retirees' share of benefit-related costs	Retirees pay various portions of full blended premium for individual coverage

Discount rate – based on the Fidelity 20-Year Municipal GO AA Index

Mortality rates – All mortality rates were based on the Pub-2010 mortality tables with fully generational improvement using Scale MP-2021. Rates are based on those outlined in Milliman's July 1, 2023 Florida Retirement System valuation report with appropriate adjustments made based on plan demographics.

STATEMENT OF OPEB EXPENSES AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO OPEB

Summary of Outstanding Deferred Inflows and Outflows of Resources Related to OPEB.

For the fiscal year ended September 30, 2023, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	\$ --	\$ 8,974,760
Changes of assumptions	1,360,019	2,137,083
Employer contributions subsequent to measurement date	<u>1,192,570</u>	<u>--</u>
Total	<u>\$2,552,589</u>	<u>\$ 11,111,843</u>

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 6 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

STATEMENT OF OPEB EXPENSES AND DEFERRED OUTFLOWS/INFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

Summary of Outstanding Deferred Inflows and Outflows of Resources Related to OPEB (continued)

A summary of deferred outflows and (inflows) of resources related to OPEB that will be recognized in OPEB expense is as follows:

	Amount
Fiscal Year Ending September 30	
2024	\$ (5,922,320)
2025	(2,020,502)
2026	(815,092)
2027	(496,955)
2028	(496,955)
Total	<u><u>\$ (9,751,824)</u></u>

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE GENERAL FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		(Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
Revenues				
Property taxes	\$ 54,550,956	\$ 54,550,956	\$ 54,315,729	\$ (235,227)
Sales taxes & LOGT	6,660,000	6,660,000	9,010,101	2,350,101
Fire assessment fees	16,694,930	16,694,930	16,555,348	(139,582)
Franchise fees	9,515,000	9,515,000	10,408,321	893,321
Utility tax	8,894,000	8,894,000	10,855,884	1,961,884
Licenses and permits	850,000	890,000	851,538	(38,462)
Intergovernmental	2,940,000	2,900,000	4,236,482	1,336,482
Charges for services	9,747,515	9,385,015	11,027,043	1,642,028
Fines and forfeitures	1,400,000	1,400,000	1,333,763	(66,237)
Investment earnings	780,000	780,000	3,337,995	2,557,995
Miscellaneous:				
Donations/contributions	2,635,841	1,302,380	638,436	(663,944)
Administrative fees	8,079,662	8,079,662	8,079,662	--
Other	2,206,800	1,426,800	1,116,340	(310,460)
Total Revenues	<u>124,954,704</u>	<u>122,478,743</u>	<u>131,766,642</u>	<u>9,287,899</u>
Expenditures				
Departmental:				
City commission	409,082	460,982	452,180	8,802
City manager	853,400	782,480	742,485	39,995
City clerk	846,286	826,286	774,104	52,182
City attorney	575,000	575,000	483,475	91,525
Central services	--	--	--	--
Parks and recreation	16,232,044	17,113,313	15,816,455	1,296,858
Office of Public Safety	75,079,442	75,234,820	74,791,562	443,258
Human resources	1,012,209	1,012,209	922,172	90,037
Environmental services	5,358,926	5,725,841	5,694,210	31,631
Financial services	2,284,809	3,623,726	3,525,107	98,619
Planning and development services	1,615,372	1,408,772	1,223,478	185,294
Information technology services	3,661,952	3,126,552	2,668,741	457,811
Sustainable management	991,583	917,259	783,672	133,587
Community services	3,557,402	3,356,840	2,363,805	993,035
Community development	--	--	--	--
Economic development	736,871	736,871	511,981	224,890
Public affairs and marketing	688,395	688,395	607,933	80,462
Ocean rescue	315,341	--	--	--
Transportation	762,074	747,992	608,176	139,816
Other - unclassified	10,681,075	10,681,075	734,488	9,946,587
Capital Outlay	--	1,355,575	1,684,920	(329,345)
Total Expenditures	<u>125,661,263</u>	<u>128,373,988</u>	<u>114,388,944</u>	<u>13,985,044</u>
Other Financing Sources (Uses)				
Transfers in	9,330,819	693,656	977,482	283,826
Transfers out	(21,853,874)	(21,853,874)	(17,073,575)	4,780,299
Total Other Financing Sources (Uses)	<u>(12,523,055)</u>	<u>(21,160,218)</u>	<u>(16,096,093)</u>	<u>5,064,125</u>
Net Change in Budgetary Fund Balances	<u>\$ (13,229,614)</u>	<u>\$ (27,055,463)</u>	<u>\$ 1,281,605</u>	<u>\$ 366,980</u>

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

BUDGETARY COMPARISON SCHEDULE (NON-GAAP BUDGETARY BASIS - UNAUDITED) COMMUNITY REDEVELOPMENT AGENCY FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		(Budgetary Basis)	Variance with
	Original	Final	Actual Amounts	Final Budget Positive (Negative)
Revenues				
Property taxes	\$ 5,012,372	\$ 5,012,372	\$ 5,144,174	\$ 131,802
Charges for services	25,000	25,000	--	(25,000)
Investment earnings	--	--	119,688	119,688
Total Revenues	<u>5,037,372</u>	<u>5,037,372</u>	<u>5,263,862</u>	<u>226,490</u>
Expenditures				
Current:				
Economic environment	1,175,427	1,162,932	921,672	241,260
Public safety	50,000	50,000	43,930	6,070
Culture and recreation	369,000	369,000	263,815	105,185
Capital outlay	9,719,685	9,719,685	3,428,248	6,291,437
Debt Service:				
Principal retirement	920,000	920,000	920,000	--
Interest and fiscal charges	168,994	176,294	174,321	1,973
Total Expenditures	<u>12,403,106</u>	<u>12,397,911</u>	<u>5,751,986</u>	<u>6,645,925</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(7,365,734)</u>	<u>(7,360,539)</u>	<u>(488,124)</u>	<u>(6,872,415)</u>
Other Financing Sources				
Appropriation of prior year's fund balance	<u>7,365,734</u>	<u>7,360,539</u>	--	<u>(7,360,539)</u>
Total Other Financing Sources	<u>7,365,734</u>	<u>7,360,539</u>	--	<u>(7,360,539)</u>
Change in Fund Balance	<u>\$ --</u>	<u>\$ --</u>	<u>(488,124)</u>	<u>\$ 488,124</u>
Fund Balance - Beginning			<u>6,490,264</u>	
Fund Balance - Ending			<u>\$ 6,002,140</u>	

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULE

FOR THE YEAR ENDED SEPTEMBER 30, 2022

NOTE 1 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

The City adopts annual operating budgets on a non-GAAP basis for the General Fund and the enterprise funds, as well as the following special revenue funds: Road and Bridge Tax Fund, Community Development Block Grant Fund, and the Community Redevelopment Agency Fund. The remaining special revenue funds are governed by grants with different fiscal periods and are funded at levels which the City has little control over or measurable knowledge of at the time it adopts the other budgets.

For budgetary control purposes, encumbrance accounting is utilized, whereas purchase orders, contracts and other financial commitments for expenditures are recorded in order to reserve that portion of the applicable appropriation. Encumbrances outstanding at year-end are reported as appropriations of fund balance, since they do not constitute expenditures or liabilities. Unless encumbered by a purchase order, the budget appropriations lapse at the end of each year.

At any time during the fiscal year, the City Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change. Furthermore, if the City Manager certifies that there are revenues available for appropriation in excess of those estimated in the original budget, the City Commission may, by ordinance, make supplemental appropriations for the year up to the amount of such excess.

NOTE 2 – RECONCILIATION OF BUDGET TO ACTUAL

The City adopts annual budgets on a non-GAAP basis which includes encumbrances. Actual data, accounted for on a basis consistent with GAAP, is presented in the “Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds.” Actual data, accounted for on a non-GAAP basis, is presented in the “Budgetary Comparison Schedule – General Fund.” Reconciliation of the actual data as presented in the aforementioned statements is shown below:

	Total Revenues
Total Revenues per Budget	\$ 131,766,642
Initiation of SBITAs	<u>(603,265)</u>
Total Revenues per GAAP	<u>\$ 131,163,377</u>

CITY OF DEERFIELD BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
FIRE PENSION PLAN
LAST NINE FISCAL YEARS

Measurement Date, September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service cost	\$ 3,146,556	\$ 2,792,531	\$ 2,724,692	\$ 3,114,673	\$ 2,845,745	\$ 2,786,085	\$ 2,793,233	\$ 2,745,537	\$ 2,859,229
Interest	12,534,352	12,195,280	11,824,774	11,505,441	10,937,984	10,565,444	10,371,874	10,038,296	9,456,530
Changes of benefit terms	--	--	54,450	--	--	--	48,546	106,820	172,555
Differences between expected and actual experience	(2,126,574)	1,592,301	3,374,966	(1,130,384)	1,865,722	1,046,101	(82,819)	(1,414,007)	846,838
Changes in assumption	509,219	4,349,759	(1,991,954)	509,219	509,219	104,413	140,613	--	1,795,582
Benefit payments, including refunds of employee contributions	(10,202,320)	(12,227,654)	(10,080,776)	(8,601,583)	(9,204,187)	(9,978,487)	(6,795,446)	(7,418,254)	(7,328,455)
Refunds of member contributions	--	--	--	--	(17,570)	(6,856)	--	(47,544)	--
Net Change in Total Pension Liability	3,861,233	8,902,217	5,906,152	5,397,366	6,936,913	4,516,700	6,476,001	4,010,848	7,802,279
Total Pension Liability, Beginning	175,098,914	166,196,697	160,290,545	154,893,179	147,956,266	143,439,566	136,963,565	132,952,717	125,150,438
Total Pension Liability, Ending (a)	\$ 178,960,147	\$ 175,098,914	\$ 166,196,697	\$ 160,290,545	\$ 154,893,179	\$ 147,956,266	\$ 143,439,566	\$ 136,963,565	\$ 132,952,717
Plan Fiduciary Net Position									
Contributions									
Employer and state	\$ 6,875,949	\$ 6,299,087	\$ 6,047,459	\$ 5,988,490	\$ 5,307,928	\$ 5,058,562	\$ 5,060,592	\$ 5,064,382	\$ 5,051,768
Slate of Florida	565,496	557,148	632,681	649,209	628,008	603,646	667,147	725,199	791,013
Plan member	730,591	757,673	792,533	853,718	901,704	898,299	883,740	868,805	882,792
Net investment income (loss)	(19,959,952)	31,592,893	11,298,087	3,253,915	8,197,285	10,012,955	7,926,978	(3,188,136)	8,931,143
Benefit payments	(10,202,320)	(12,227,654)	(10,080,776)	(8,601,583)	(9,204,187)	(9,978,487)	(6,795,446)	(7,418,254)	(7,328,455)
Refund of member contributions	--	--	--	--	(17,570)	(6,856)	--	(47,544)	--
Administrative expense	(217,225)	(214,337)	(170,150)	(251,339)	(198,994)	(177,535)	(214,739)	(237,672)	(232,032)
Net Change in Plan Fiduciary Net Position	(22,207,461)	26,764,810	8,519,834	1,892,410	5,614,174	6,410,584	7,528,272	(4,233,220)	8,096,229
Plan Fiduciary Net Position, Beginning	156,391,448	129,626,638	121,106,804	119,214,394	113,600,220	107,189,636	99,661,364	103,894,584	95,798,355
Plan Fiduciary Net Position, Ending (b)	\$ 134,183,987	\$ 156,391,448	\$ 129,626,638	\$ 121,106,804	\$ 119,214,394	\$ 113,600,220	\$ 107,189,636	\$ 99,661,364	\$ 103,894,584
City's Net Pension Liability - Ending [(a)-(b)]	\$ 44,776,160	\$ 18,707,466	\$ 36,570,059	\$ 39,183,741	\$ 35,678,785	\$ 34,356,046	\$ 36,249,930	\$ 37,302,201	\$ 29,058,133
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	74.98%	89.30%	78.00%	75.60%	77.00%	76.80%	74.70%	72.80%	78.10%
Covered Payroll									
	\$ 8,116,062	\$ 8,417,851	\$ 8,806,379	\$ 9,485,800	\$ 8,806,379	\$ 9,485,800	\$ 10,020,449	\$ 9,659,471	\$ 9,687,400
Net Pension Liability as a Percentage of Covered Payroll	551.70%	222.20%	415.30%	413.10%	405.10%	362.20%	361.80%	386.20%	300.00%

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CITY CONTRIBUTIONS - FIRE PENSION PLAN LAST TEN FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Actual Contribution as a % of Covered Payroll
2014	\$ 5,842,802	\$ 5,842,802	\$ --	\$ 9,687,400	60.31%
2015	5,789,681	5,789,681	--	9,628,949	60.13%
2016	5,727,617	5,727,617	--	9,412,235	60.85%
2017	5,662,208	5,662,208	--	9,659,471	58.62%
2018	5,911,574	5,926,407	(14,833)	10,020,449	59.14%
2019	6,606,969	6,606,969	--	9,485,800	69.65%
2020	6,720,388	6,720,388	--	8,806,379	76.31%
2021	6,856,235	6,856,235	--	8,417,851	81.45%
2022	7,433,097	7,441,445	(8,348)	8,116,062	91.69%
2023	7,484,346	8,083,188	(598,842)	7,513,064	107.59%

Methods and assumptions used to determine rates:

Actuarial valuation date	10/1/2022
Notes	Actuarially determined contribution are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age
Amortization method	Level dollar, closed
Remaining amortization period	15 years
Asset valuation method	5-year smoothed market
Inflation	2.00%
Salary increases	5.2% to 11%, including inflation
Investment rate of return	7.25%
Mortality	From July 1, 2019, 2020 and 2021 FRS special risk valuation

This schedule is presented as required by accounting principles generally accepted in the United States of America.

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS
POLICE PENSION PLAN
LAST NINE FISCAL YEARS

Measurement Date, September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Interest	\$ 4,101,990	\$ 4,082,775	\$ 4,019,827	\$ 4,043,732	\$ 3,836,745	\$ 3,410,810	\$ 3,359,275	\$ 3,459,881	\$ 3,367,750
Changes of benefit terms	2,483,835	581,998	1,146,116	3,072,186	--	--	--	2,326,603	--
Share plan allocation	589,327	532,827	537,969	539,589	469,049	451,648	421,602	359,314	338,294
Differences between expected and actual experience	(1,228,809)	(1,623,147)	(667,007)	(1,730,593)	58,615	332,132	223,166	(515,319)	--
Changes in assumption	--	--	1,608,577	726,498	712,839	7,201,737	3,535,687	--	--
Benefit payments, including refunds of employee contributions	(5,251,950)	(5,109,400)	(5,116,472)	(5,069,748)	(4,860,289)	(4,826,660)	(4,838,890)	(4,749,759)	(4,585,732)
Net Change in Total Pension Liability	694,393	(1,534,947)	1,529,010	1,581,664	216,959	6,569,667	2,700,840	880,720	(879,688)
Total Pension Liability, Beginning	63,249,682	64,784,629	63,255,619	61,673,955	61,456,996	54,887,329	52,186,489	51,305,769	52,185,457
Total Pension Liability, Ending (a)	<u>\$ 63,944,075</u>	<u>\$ 63,249,682</u>	<u>\$ 64,784,629</u>	<u>\$ 63,255,619</u>	<u>\$ 61,673,955</u>	<u>\$ 61,456,996</u>	<u>\$ 54,887,329</u>	<u>\$ 52,186,489</u>	<u>\$ 51,305,769</u>
Plan Fiduciary Net Position									
Contributions									
Employer	\$ 2,309,274	\$ 2,335,897	\$ 2,218,557	\$ 2,160,331	\$ 2,149,466	\$ 2,166,053	\$ 1,908,777	\$ 1,944,572	\$ 1,779,355
State	794,778	738,278	743,420	745,040	674,500	657,100	627,053	564,765	543,745
Net investment income (loss)	(6,002,203)	10,739,019	1,478,014	455,951	3,950,827	4,742,331	3,436,195	952,079	3,324,844
Benefit payments, including refunds of employee contributions	(5,251,950)	(5,109,400)	(5,116,472)	(5,069,748)	(4,860,289)	(4,826,660)	(4,838,890)	(4,749,759)	(4,585,732)
Administrative expense	(95,117)	(66,071)	(74,855)	(85,121)	(85,887)	(92,815)	(96,419)	(97,436)	(71,170)
Net Change in Plan Fiduciary Net Position	(8,245,218)	8,637,723	(751,336)	(1,793,547)	1,828,617	2,646,009	1,036,716	(1,385,779)	991,042
Plan Fiduciary Net Position, Beginning	49,275,282	40,637,559	41,388,895	43,182,442	41,353,825	38,707,816	37,671,100	39,056,879	38,065,837
Plan Fiduciary Net Position, Ending (b)	<u>\$ 41,030,064</u>	<u>\$ 49,275,282</u>	<u>\$ 40,637,559</u>	<u>\$ 41,388,895</u>	<u>\$ 43,182,442</u>	<u>\$ 41,353,825</u>	<u>\$ 38,707,816</u>	<u>\$ 37,671,100</u>	<u>\$ 39,056,879</u>
City's Net Pension Liability - Ending [(a)-(b)]	<u>\$ 22,914,011</u>	<u>\$ 13,974,400</u>	<u>\$ 24,147,070</u>	<u>\$ 21,866,724</u>	<u>\$ 18,491,513</u>	<u>\$ 20,103,171</u>	<u>\$ 16,179,513</u>	<u>\$ 14,515,389</u>	<u>\$ 12,248,890</u>
Net Position as a Percentage of the Total Pension Liability	64.17%	77.90%	62.70%	65.40%	70.00%	67.30%	70.50%	72.20%	76.10%
Covered Payroll	N/A *	N/A *	N/A *	N/A *	N/A *	N/A *	N/A *	N/A *	N/A *

(*) - Not applicable as this is a frozen plan with no active members

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CITY CONTRIBUTIONS - POLICE PENSION PLAN LAST TEN FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll*	Actual Actual Contribution as a % of Covered Payroll
2014	\$ 1,984,806	\$ 1,984,806	\$ --	N/A	N/A
2015	2,150,023	2,150,023	--	N/A	N/A
2016	2,114,228	2,114,229	(1)	N/A	N/A
2017	2,371,504	2,371,505	(1)	N/A	N/A
2018	2,354,917	2,354,917	--	N/A	N/A
2019	2,365,782	2,365,782	--	N/A	N/A
2020	2,424,008	2,424,008	--	N/A	N/A
2021	2,541,348	2,541,348	--	N/A	N/A
2022	2,514,725	2,514,725	--	N/A	N/A
2023	2,525,254	2,525,256	(2)	N/A	N/A

(*) - Not applicable as this is a frozen plan with no active members

Methods and assumptions used to determine rates:

Actuarial valuation date	10/1/2022
Notes	Actuarially determined contribution are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age normal
Amortization method	Level dollar, closed
Remaining amortization period	The lesser of 20 years and the average future lifetime of the inactive participants
Asset valuation method	Restricted to 80% - 120% of market value, obtained by smoothing three years' past differences between actual investment earnings and assumed investment return, then adding this number on the current market value.
Inflation	N/A
Salary increases	N/A
Investment rate of return	6.50% compounded annually, net of investment related expenses
Retirement age	N/A
Mortality	Healthy Lives: Female: PubS.H-2010 (Above Median) for Healthy Retirees, set forward one year. Male: PubS.H-2010 (Above Median) for Healthy Retirees, set forward one year. Disabled Lives: 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H- 2010 for Disabled Retirees.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

CITY OF DEERFIELD BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

**SCHEDULE OF CHANGES IN CITY'S NET PENSION LIABILITY
AND RELATED RATIOS
NON-UNIFORMED PENSION PLAN
LAST NINE FISCAL YEARS**

Measurement Date, September 30,	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability									
Service cost	\$ 26,230	\$ 23,650	\$ 27,504	\$ 70,591	\$ 75,770	\$ 70,710	\$ 66,123	\$ 77,233	\$ 78,741
Interest	3,105,737	3,613,220	3,753,624	4,047,412	4,144,079	4,221,714	4,325,572	4,161,337	4,289,889
Differences between expected and actual experience	36,806	(1,927,274)	(385,909)	(2,011,107)	26,603	348,056	612,743	528,068	--
Changes in assumption	--	2,167,297	--	882,797	--	2,822	3,377,835	1,187,719	--
Benefit payments, including refunds of employee contributions	(5,154,204)	(5,351,359)	(5,560,896)	(5,571,956)	(5,672,502)	(5,842,352)	(5,917,598)	(5,826,053)	(5,786,184)
Net Change in Total Pension Liability	(1,985,431)	(1,474,466)	(2,165,677)	(2,582,263)	(1,426,050)	(1,199,050)	2,464,675	128,304	(1,417,554)
Total Pension Liability, Beginning	54,313,153	55,787,619	57,953,296	60,535,559	61,961,609	63,160,659	60,695,984	60,567,680	61,985,234
Total Pension Liability, Ending (a)	\$ 52,327,722	\$ 54,313,153	\$ 55,787,619	\$ 57,953,296	\$ 60,535,559	\$ 61,961,609	\$ 63,160,659	\$ 60,695,984	\$ 60,567,680
Plan Fiduciary Net Position									
Contributions									
Employer and state	\$ 1,161,341	\$ 1,372,990	\$ 1,412,726	\$ 1,546,408	\$ 1,645,642	\$ 1,595,214	\$ 1,543,620	\$ 1,713,421	\$ 1,721,000
Member	8,500	7,277	7,415	20,200	27,199	28,361	27,643	26,457	33,417
Net investment income (loss)	(5,718,971)	9,216,496	2,224,559	2,195,349	3,924,126	5,041,747	4,169,121	(330,924)	5,519,418
Benefit payments, including refunds of employee contributions	(5,154,204)	(5,351,359)	(5,560,896)	(5,571,956)	(5,672,502)	(5,842,352)	(5,917,598)	(5,826,053)	(5,786,184)
Administrative expense	(99,666)	(103,662)	(95,014)	(103,212)	(96,927)	(96,331)	(102,723)	(101,412)	(93,157)
Net Change in Plan Fiduciary Net Position	(9,803,000)	5,141,742	(2,011,210)	(1,913,211)	(172,462)	726,639	(279,937)	(4,518,511)	1,394,494
Plan Fiduciary Net Position, Beginning	56,819,589	51,677,847	53,689,057	55,602,268	55,774,730	55,048,091	55,328,028	59,846,539	58,452,045
Plan Fiduciary Net Position, Ending (b)	\$ 47,016,589	\$ 56,819,589	\$ 51,677,847	\$ 53,689,057	\$ 55,602,268	\$ 55,774,730	\$ 55,048,091	\$ 55,328,028	\$ 59,846,539
City's Net Pension Liability (Asset) - Ending [(a)-(b)]	\$ 5,311,133	\$ (2,506,436)	\$ 4,109,772	\$ 4,264,239	\$ 4,933,291	\$ 6,186,879	\$ 8,112,568	\$ 5,367,956	\$ 721,141
Net Position as a Percentage of the Total Pension Liability (Asset)	89.85%	104.60%	92.60%	92.60%	91.90%	90.00%	87.20%	91.20%	98.80%
Covered Payroll	\$ 94,443	\$ 80,855	\$ 82,388	\$ 321,771	\$ 302,211	\$ 315,122	\$ 307,142	\$ 412,795	\$ 371,300
Net Pension Liability (Asset) as a Percentage of Covered Payroll	5623.60%	-3099.90%	4988.30%	1325.20%	1632.40%	1963.30%	2641.30%	1300.40%	194.20%

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CITY CONTRIBUTIONS - NON-UNIFORMED PENSION PLAN LAST TEN FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll*	Actual Actual Contribution as a % of Covered Payroll
2014	\$ 1,721,000	\$ 1,721,000	\$ --	\$ 371,300	463.51%
2015	1,713,421	1,713,421	--	412,795	415.08%
2016	1,543,620	1,543,620	--	307,142	502.58%
2017	1,595,214	1,595,214	--	315,122	506.22%
2018	1,645,642	1,645,642	--	302,211	544.53%
2019	1,546,408	1,546,408	--	321,771	480.59%
2020	1,412,726	1,412,726	--	82,388	1714.72%
2021	1,372,990	1,372,990	--	80,855	1698.09%
2022	1,161,341	1,161,341	--	94,443	1229.67%
2023	856,776	856,776	--	110,555	774.98%

Methods and assumptions used to determine rates:

Actuarial valuation date	10/1/2022
Notes	Actuarially determined contribution are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.
Actuarial cost method	Entry age normal cost, with amortization periods for new bases lowered by one year each year going forward
Amortization method	Level dollar, closed
Remaining amortization period	5 years
Asset valuation method	4-year smoothed market
Inflation	2.00%
Salary increases	6% per year from valuation date to the assumed retirement age
Investment rate of return	6.00%
Retirement age	Age 64 with 10 years of service or age 55 with 25 years of service
Mortality	Healthy pre-retirement mortality rates: PUB-2010 Headcount Weighted General Below Median Employee tables, generationally projected from year 2010 using Scale MP-2018, set back 1 year for males.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

CITY OF DEERFIELD BEACH, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY - FLORIDA RETIREMENT SYSTEM (FRS) PENSION PLAN LAST EIGHT YEARS

	Measurement Date June 30,						
	2023	2022	2021	2020	2019	2018	2017
City's proportion of the net pension liability	0.00192%	0.00201%	0.00202%	0.00227%	0.00237%	0.00228%	0.00223%
City's proportionate share of the net pension liability	\$ 765,151	\$ 749,728	\$ 152,858	\$ 984,503	\$ 815,338	\$ 688,321	\$ 660,640
City's covered payroll	\$ 170,551	\$ 169,551	\$ 167,455	\$ 171,904	\$ 172,607	\$ 167,347	\$ 163,001
City's proportionate share of the net pension liability as a percentage of City's covered payroll	448.63%	442.18%	91.28%	572.71%	472.37%	411.31%	405.30%
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	82.48%	83.89%
							840.00%

SCHEDULE OF THE CITY'S CONTRIBUTIONS FLORIDA RETIREMENT SYSTEM (FRS) PENSION PLAN LAST EIGHT YEARS

	Measurement Date September 30,						
	2023	2022	2021	2020	2019	2018	2017
Contractually required FRS contribution	\$ 92,375	\$ 88,059	\$ 77,089	\$ 75,472	\$ 73,410	\$ 73,052	\$ 70,230
FRS contribution in relation to the contractually required contribution	92,375	88,059	77,089	75,472	73,410	73,052	70,230
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --
City's covered payroll	\$ 169,889	\$ 168,589	\$ 167,028	\$ 171,689	\$ 173,754	\$ 167,347	\$ 162,463
FRS contribution as a percentage of covered payroll	54.37%	52.23%	46.15%	43.96%	42.25%	43.65%	43.23%
							42.25%

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

**SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY -
HEALTH INSURANCE SUBSIDY (HIS) PENSION PLAN
LAST EIGHT YEARS**

**SCHEDULE OF THE CITY'S CONTRIBUTIONS
HEALTH INSURANCE SUBSIDY (HIS) PENSION PLAN
LAST EIGHT YEARS**

* Amounts are the same for both periods because no change in employees or salary for past two years

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CITY OF DEERFIELD BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST SIX YEARS

	Measurement Date, September 30					
	2022	2021	2020	2019	2018	2017
Total OPEB Liability						
Service cost	\$ 1,378,401	\$ 1,431,099	\$ 1,605,611	\$ 1,487,838	\$ 3,203,104	\$ 3,021,796
Interest	668,297	599,577	1,178,082	1,138,573	2,753,484	2,490,545
Changes of benefit terms	--	--	--	--	(26,256,835)	--
Differences between expected and actual experience	(4,196,384)	--	(3,348,371)	--	(24,830,544)	--
Changes in assumptions	1,214,654	(1,590,684)	(2,956,680)	333,616	1,419,623	(5,077,191)
Benefit payments, including refunds of employee contributions	(934,007)	(872,904)	(1,506,155)	(1,394,588)	(2,526,195)	(2,051,208)
Net Change in Total OPEB Liability	(1,869,039)	(432,912)	(5,027,513)	1,565,439	(46,237,363)	(1,616,058)
Total OPEB Liability, Beginning	26,587,723	27,020,635	32,048,148	30,482,709	76,720,072	78,336,130
Total OPEB Liability, Ending	\$ 24,718,684	\$ 26,587,723	\$ 27,020,635	\$ 32,048,148	\$ 30,482,709	\$ 76,720,072
Covered Employee Payroll	\$ 23,723,535	\$ 22,029,556	\$ 20,782,600	\$ 22,571,016	\$ 21,293,411	\$ 23,857,562
Total OPEB Liability as a Percentage of City Covered Employee Payroll	104.20%	120.70%	130.00%	142.00%	143.20%	321.60%

Notes to the Schedule:

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the Bond Buyer 20-Bond GO Index.

This schedule is presented as required by accounting principles generally accepted in the United States of America. However, until a full 10-year trend is compiled, information is presented for those years available.

**COMBINING AND INDIVIDUAL FUND FINANCIAL
STATEMENTS AND SCHEDULES**

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Building Permits Fund – to account for funds received from building permits, which have been restricted as to expenditures for specified purposes.

Road and Bridge Tax Fund – to account for the proceeds from motor fuel tax revenues that are restricted to the maintenance and acquisition of roads and bridges.

Community Development Block Grant (“CDBG”) Fund – to account for federal proceeds which are restricted as to the objectives of community development and revitalization.

State Housing Initiative Partnership (“SHIP”) Grant Fund – to account for State funds received for providing assistance to very low, low and moderate-income households in becoming first time homebuyers or in rehabilitating their existing homes.

Miscellaneous Grants Fund – to account for federal, state and county monies restricted to expenditures for projects and programs which are outlined in the individual grant agreements.

Parking Deviation Fund – to account for impact fees collected from property owners, which fees are earmarked for construction of parking facilities within those areas from which the fees were collected.

General Trust Fund – to account for funds received as donations, which have been restricted as to expenditures for specified purposes.

Impact Fees Fund – to account for impact fees collected on new residential and commercial construction within the City.

Target Area Trust Fund – to account for monies collected from code violation fines and which have been designated for the rehabilitation of the Target Area within the City.

Beautification and Landscape Trust Fund – to account for tree removal fees, fines and private contributions designated for the preservation of trees within the City.

Crime Prevention Trust Fund – to account for penalties assessed on the violation of local ordinances, which funds are used to increase public awareness and acquire crime prevention tools such as informational brochures, audio visual aids and training of police officers and civilians involved in crime awareness and prevention.

Law Enforcement Trust Fund – a revolving fund established to account for a portion of the proceeds from the sale of property seized from illegal drug-related activities. Funds may be expended to defray certain qualified law enforcement costs.

Nuisance Abatement Assessment Fund – to account for fees collected for abating the nuisance condition of certain properties.

NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)

DEBT SERVICE FUNDS

Debt Service Funds – are used to account for resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

General Obligation Debt Service Fund – to accumulate monies for payment of Series 2000A, and 2012 Florida Municipal Loan Council Revenue bonds, and Series 2018 Construction Revenue Bonds.

CAPITAL GRANTS PROJECTS FUNDS

Capital Grants Capital Projects Fund - used to account for the acquisition and construction of major capital improvements that are financed by grants from federal, state and local agencies.

PERMANENT FUNDS

Permanent Funds – are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting government's programs.

Perpetual Care Permanent Fund – to account for money received for the purpose of providing perpetual care for the City's cemeteries.

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2023

	Special Revenue Funds	General Obligation Debt Service Funds	Capital Grants Projects Funds	Permanent Funds	Total Nonmajor Governmental Funds
Assets					
Cash and cash equivalents	\$ 7,595,055	\$ 63,029	\$ --	\$ 582,542	\$ 8,240,626
Investments	138,992	--	--	119,575	258,567
Restricted cash and cash equivalents	804,035	--	--	--	804,035
Restricted investments	--	4,940,390	--	1,287,352	6,227,742
Receivables, net of allowances:					
Accounts	251,127	--	--	--	251,127
Interest	325	11,307	--	3,983	15,615
Due from other funds	3,605,000	--	--	--	3,605,000
Due from other governments	789,511	--	--	--	789,511
Total Assets	<u>\$ 13,184,045</u>	<u>\$ 5,014,726</u>	<u>\$ --</u>	<u>\$ 1,993,452</u>	<u>\$ 20,192,223</u>
Liabilities					
Accounts payable	\$ 1,956,096	\$ --	\$ --	\$ --	\$ 1,956,096
Accrued payroll	11,415	--	--	--	11,415
Due to other funds	55,000	750,000	--	--	805,000
Due to other governments	35,809	--	--	--	35,809
Unearned revenue	25,000	--	--	--	25,000
Total Liabilities	<u>2,083,320</u>	<u>750,000</u>	<u>--</u>	<u>--</u>	<u>2,833,320</u>
Deferred Inflows of Resources					
Unavailable revenues	598,675	--	--	--	598,675
Fund Balances					
Nonspendable	--	--	--	1,993,452	1,993,452
Restricted	10,502,050	4,264,726	--	--	14,766,776
Total Fund Balances (Deficit)	<u>10,502,050</u>	<u>4,264,726</u>	<u>--</u>	<u>1,993,452</u>	<u>16,760,228</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 13,184,045</u>	<u>\$ 5,014,726</u>	<u>\$ --</u>	<u>\$ 1,993,452</u>	<u>\$ 20,192,223</u>

CITY OF DEERFIELD BEACH, FLORIDA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds	Debt Service Funds	Capital Grants Projects Funds	Permanent Funds	Total Nonmajor Governmental Funds
Revenues					
Local option gas tax	\$ 2,455,997	\$ --	\$ --	\$ --	\$ 2,455,997
Local business taxes/permits	5,563,915	--	--	--	5,563,915
Intergovernmental	3,291,872	--	--	--	3,291,872
Charges for services	63,384	--	--	--	63,384
Fines and forfeitures	473,797	--	--	--	473,797
Impact fees	106,962	--	--	--	106,962
Investment earnings	6,175	114,307	--	60,509	180,991
Miscellaneous:					
Cemetery plot sales	--	--	--	102,808	102,808
Donations/contributions	85,014	--	--	--	85,014
Administrative fees	437,720	--	--	--	437,720
Other	252,467	--	--	--	252,467
Total Revenues	<u>12,737,303</u>	<u>114,307</u>	<u>--</u>	<u>163,317</u>	<u>13,014,927</u>
Expenditures					
Current:					
Economic environment	779,559	--	--	189	779,748
Public safety	5,388,609	--	--	--	5,388,609
Human services	25,000	--	--	--	25,000
Physical environment	18,834	--	--	--	18,834
Transportation	2,116,864	--	--	--	2,116,864
Culture and recreation	80,860	--	--	--	80,860
Capital outlay	3,575,024	--	--	--	3,575,024
Debt service:					
Principal	--	2,939,450	--	--	2,939,450
Interest and other fiscal charges	--	3,680,619	--	--	3,680,619
Total Expenditures	<u>11,984,750</u>	<u>6,620,069</u>	<u>--</u>	<u>189</u>	<u>18,605,008</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>752,553</u>	<u>(6,505,762)</u>	<u>--</u>	<u>163,128</u>	<u>(5,590,081)</u>
Other Financing Uses					
Transfers in	382,419	6,631,470	3,476	--	7,017,365
Transfers out	(800,910)	--	--	--	(800,910)
Total Other Financing Sources (Uses)	<u>(418,491)</u>	<u>6,631,470</u>	<u>3,476</u>	<u>--</u>	<u>6,216,455</u>
Net Change in Fund Balances	334,062	125,708	3,476	163,128	626,374
Fund Balances - Beginning	<u>10,167,988</u>	<u>4,139,018</u>	<u>(3,476)</u>	<u>1,830,324</u>	<u>16,133,854</u>
Fund Balance - Ending	<u>\$ 10,502,050</u>	<u>\$ 4,264,726</u>	<u>\$ --</u>	<u>\$ 1,993,452</u>	<u>\$ 16,760,228</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING BALANCE SHEET NONMAJOR SPECIAL REVENUE FUNDS

SEPTEMBER 30, 2023

	Building Permits Fund	Road and Bridge Tax Fund	CDGB Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund
Assets						
Cash and cash equivalents	\$ 587,701	\$ 229,373	\$ 3,983	\$ 1,200,041	\$ 286,771	\$ --
Investments	--	138,992	--	--	--	--
Restricted cash and cash equivalents	--	--	--	--	--	--
Receivables, net of allowances						
Accounts	--	201,666	49,461	--	--	--
Interest	--	325	--	--	--	--
Due from other funds	2,300,000	1,305,000	--	--	--	--
Due from other governments	--	184,204	262,239	--	343,068	--
Total Assets	<u>\$ 2,887,701</u>	<u>\$ 2,059,560</u>	<u>\$ 315,683</u>	<u>\$ 1,200,041</u>	<u>\$ 629,839</u>	<u>\$ --</u>
Liabilities						
Accounts payable	\$ 1,506,762	\$ 186,605	\$ 6,668	\$ 1,000	\$ --	\$ --
Accrued payroll	1,904	9,511	--	--	--	--
Due to other funds	--	--	55,000	--	--	--
Due to other governments	35,809	--	--	--	--	--
Unearned revenue	--	--	--	--	25,000	--
Total Liabilities	<u>1,544,475</u>	<u>196,116</u>	<u>61,668</u>	<u>1,000</u>	<u>25,000</u>	<u>--</u>
Deferred Inflows of Resources						
Unavailable revenues	--	--	168,887	--	429,788	--
Fund Balances						
Restricted	<u>1,343,226</u>	<u>1,863,444</u>	<u>85,128</u>	<u>1,199,041</u>	<u>175,051</u>	<u>--</u>
Total Fund Balances	<u>1,343,226</u>	<u>1,863,444</u>	<u>85,128</u>	<u>1,199,041</u>	<u>175,051</u>	<u>--</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 2,887,701</u>	<u>\$ 2,059,560</u>	<u>\$ 315,683</u>	<u>\$ 1,200,041</u>	<u>\$ 629,839</u>	<u>\$ --</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING BALANCE SHEET NONMAJOR SPECIAL REVENUE FUNDS (CONTINUED)

SEPTEMBER 30, 2023

General Trust Fund	Impact Fees Fund	Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Law Enforcement Trust Fund	Nuisances Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ 1,347,343	\$ 1,225,574	\$ 1,942,105	\$ 612,298	\$ 88,643	\$ --	\$ 71,223	\$ 7,595,055
--	--	--	--	--	--	--	138,992
--	--	--	--	--	804,035	--	804,035
--	--	--	--	--	--	--	251,127
--	--	--	--	--	--	--	325
--	--	--	--	--	--	--	3,605,000
--	--	--	--	--	--	--	789,511
<u>\$ 1,347,343</u>	<u>\$ 1,225,574</u>	<u>\$ 1,942,105</u>	<u>\$ 612,298</u>	<u>\$ 88,643</u>	<u>\$ 804,035</u>	<u>\$ 71,223</u>	<u>\$ 13,184,045</u>
\$ 7,432	\$ 246,138	\$ --	\$ --	\$ 1,000	\$ --	\$ 491	\$ 1,956,096
--	--	--	--	--	--	--	11,415
--	--	--	--	--	--	--	55,000
--	--	--	--	--	--	--	35,809
--	--	--	--	--	--	--	25,000
<u>7,432</u>	<u>246,138</u>	<u>--</u>	<u>--</u>	<u>1,000</u>	<u>--</u>	<u>491</u>	<u>2,083,320</u>
--	--	--	--	--	--	--	598,675
<u>1,339,911</u>	<u>979,436</u>	<u>1,942,105</u>	<u>612,298</u>	<u>87,643</u>	<u>804,035</u>	<u>70,732</u>	<u>10,502,050</u>
<u>1,339,911</u>	<u>979,436</u>	<u>1,942,105</u>	<u>612,298</u>	<u>87,643</u>	<u>804,035</u>	<u>70,732</u>	<u>10,502,050</u>
<u>\$ 1,347,343</u>	<u>\$ 1,225,574</u>	<u>\$ 1,942,105</u>	<u>\$ 612,298</u>	<u>\$ 88,643</u>	<u>\$ 804,035</u>	<u>\$ 71,223</u>	<u>\$ 13,184,045</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR SPECIAL REVENUE FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Building Permits Fund	Road and Bridge Tax Fund	CDGB Fund	SHIP Grant Fund	Miscellaneous Grants Fund	Parking Deviation Fund
Revenues						
Local option gas tax	\$ --	\$ 2,455,997	\$ --	\$ --	\$ --	\$ --
Local business taxes/permits	5,563,915	--	--	--	--	--
Intergovernmental	--	1,133,717	622,908	1,133,423	401,824	--
Charges for services	--	--	--	--	--	--
Fines and forfeitures	--	--	--	--	--	--
Impact fees	--	--	--	--	--	--
Investment earnings	--	6,175	--	--	--	--
Miscellaneous:						
Donations/contributions	--	--	--	--	3,402	--
Administrative fees	--	437,720	--	--	--	--
Other	--	252,467	--	--	--	--
Total Revenues	<u>5,563,915</u>	<u>4,286,076</u>	<u>622,908</u>	<u>1,133,423</u>	<u>405,226</u>	<u>--</u>
Expenditures						
Current:						
Economic environment	--	--	237,226	317,988	224,345	--
Public safety	5,283,267	--	--	--	--	--
Human services	--	--	25,000	--	--	--
Physical environment	--	--	--	--	--	--
Transportation	--	2,116,864	--	--	--	--
Culture and recreation	--	--	--	--	--	--
Capital outlay	--	2,954,663	175,000	--	--	--
Total Expenditures	<u>5,283,267</u>	<u>5,071,527</u>	<u>437,226</u>	<u>317,988</u>	<u>224,345</u>	<u>--</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>280,648</u>	<u>(785,451)</u>	<u>185,682</u>	<u>815,435</u>	<u>180,881</u>	<u>--</u>
Other Financing Uses						
Transfers in	--	382,419	--	--	--	--
Transfers out	--	--	(59,347)	(15,000)	(394,361)	(82,768)
Total Other Financing Sources (Uses)	<u>--</u>	<u>382,419</u>	<u>(59,347)</u>	<u>(15,000)</u>	<u>(394,361)</u>	<u>(82,768)</u>
Net Change in Fund Balances	<u>280,648</u>	<u>(403,032)</u>	<u>126,335</u>	<u>800,435</u>	<u>(213,480)</u>	<u>(82,768)</u>
Fund Balances - Beginning	<u>1,062,578</u>	<u>2,266,476</u>	<u>(41,207)</u>	<u>398,606</u>	<u>388,531</u>	<u>82,768</u>
Fund Balance - Ending	<u>\$ 1,343,226</u>	<u>\$ 1,863,444</u>	<u>\$ 85,128</u>	<u>\$ 1,199,041</u>	<u>\$ 175,051</u>	<u>\$ --</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES NONMAJOR SPECIAL REVENUE FUNDS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

General Trust Fund	Impact Fees Fund	Target Area Trust Fund	Beautification and Landscape Trust Fund	Crime Prevention Trust Fund	Law Enforcement Trust Fund	Nuisances Abatement Assessment Fund	Total Nonmajor Special Revenue Funds
\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ --	\$ 2,455,997
--	--	--	--	--	--	--	5,563,915
--	--	--	--	--	--	--	3,291,872
22,399	--	--	40,985	--	--	--	63,384
--	--	389,362	--	--	53,123	31,312	473,797
--	106,962	--	--	--	--	--	106,962
--	--	--	--	--	--	--	6,175
50,612	--	--	15,000	16,000	--	--	85,014
--	--	--	--	--	--	--	437,720
--	--	--	--	--	--	--	252,467
<u>73,011</u>	<u>106,962</u>	<u>389,362</u>	<u>55,985</u>	<u>16,000</u>	<u>53,123</u>	<u>31,312</u>	<u>12,737,303</u>
--	--	--	--	--	--	--	779,559
46,698	--	--	--	6,535	--	52,109	5,388,609
--	--	--	--	--	--	--	25,000
--	--	--	18,834	--	--	--	18,834
--	--	--	--	--	--	--	2,116,864
80,860	--	--	--	--	--	--	80,860
--	421,501	--	--	--	23,860	--	3,575,024
<u>127,558</u>	<u>421,501</u>	<u>--</u>	<u>18,834</u>	<u>6,535</u>	<u>23,860</u>	<u>52,109</u>	<u>11,984,750</u>
<u>(54,547)</u>	<u>(314,539)</u>	<u>389,362</u>	<u>37,151</u>	<u>9,465</u>	<u>29,263</u>	<u>(20,797)</u>	<u>752,553</u>
--	--	--	--	--	--	--	382,419
--	(249,434)	--	--	--	--	--	(800,910)
--	(249,434)	--	--	--	--	--	(418,491)
(54,547)	(563,973)	389,362	37,151	9,465	29,263	(20,797)	334,062
<u>1,394,458</u>	<u>1,543,409</u>	<u>1,552,743</u>	<u>575,147</u>	<u>78,178</u>	<u>774,772</u>	<u>91,529</u>	<u>10,167,988</u>
<u>\$ 1,339,911</u>	<u>\$ 979,436</u>	<u>\$ 1,942,105</u>	<u>\$ 612,298</u>	<u>\$ 87,643</u>	<u>\$ 804,035</u>	<u>\$ 70,732</u>	<u>\$ 10,502,050</u>

CITY OF DEERFIELD BEACH, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES BUDGET (NON-GAAP BASIS) AND ACTUAL ROAD AND BRIDGE TAX FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	<u>Budgeted Amounts</u>		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Revenues				
Local option gas tax	\$ 1,147,356	\$ 1,147,356	\$ 1,516,079	\$ 368,723
Transit surtax	6,020,000	6,020,000	939,918	(5,080,082)
Intergovernmental	490,990	490,990	1,133,717	642,727
Investment earnings	--	--	6,175	6,175
Miscellaneous	--	--	252,467	252,467
Administrative fees	<u>437,720</u>	<u>437,720</u>	<u>437,720</u>	<u>--</u>
Total Revenues	<u>8,096,066</u>	<u>8,096,066</u>	<u>4,286,076</u>	<u>(3,809,990)</u>
Expenditures				
Current:				
Transportation	2,108,694	2,108,694	2,116,864	(8,170)
Capital outlay	<u>15,720,688</u>	<u>15,720,688</u>	<u>2,954,663</u>	<u>12,766,025</u>
Total Expenditures	<u>17,829,382</u>	<u>17,829,382</u>	<u>5,071,527</u>	<u>12,757,855</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(9,733,316)</u>	<u>(9,733,316)</u>	<u>(785,451)</u>	<u>(8,947,865)</u>
Other Financing Sources				
Debt proceeds	6,020,000	6,020,000	--	6,020,000
Transfers in	<u>382,419</u>	<u>382,419</u>	<u>382,419</u>	<u>--</u>
Total Other Financing Sources	<u>6,402,419</u>	<u>6,402,419</u>	<u>382,419</u>	<u>6,020,000</u>
Appropriation of Prior Year Fund Balance	<u>3,330,897</u>	<u>3,330,897</u>	<u>--</u>	<u>(3,330,897)</u>
Net Change in Fund Balances	<u>\$ --</u>	<u>\$ --</u>	<u>\$ (403,032)</u>	<u>\$ (403,032)</u>

CITY OF DEERFIELD BEACH, FLORIDA

**STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET (NON-GAAP BASIS) AND ACTUAL
COMMUNITY DEVELOPMENT BLOCK GRANT FUND**

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	<u>Budgeted Amounts</u>		(Budgetary Basis) Actual Amounts	Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>		
Revenues				
Intergovernmental	\$ 1,931,830	\$ 1,931,830	\$ 622,908	\$ (1,308,922)
Total Revenues	<u>1,931,830</u>	<u>1,931,830</u>	<u>622,908</u>	<u>(1,308,922)</u>
Expenditures				
Current:				
Economic environment	1,306,830	1,306,830	237,226	1,069,604
Human services	25,000	25,000	25,000	--
Capital outlay	<u>175,000</u>	<u>175,000</u>	<u>175,000</u>	<u>--</u>
Total Expenditures	<u>1,506,830</u>	<u>1,506,830</u>	<u>437,226</u>	<u>1,069,604</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>425,000</u>	<u>425,000</u>	<u>185,682</u>	<u>239,318</u>
Other Financing Sources (Uses)				
Transfers out	<u>(425,000)</u>	<u>(425,000)</u>	<u>(59,347)</u>	<u>365,653</u>
Net Change in Fund Balances	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 126,335</u>	<u>\$ 126,335</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF FIDUCIARY NET POSITION PENSION TRUST FUNDS

SEPTEMBER 30, 2023

	Firefighters' Pension Fund	Police Pension Fund	Non- Uniform Pension	Total Pension Trust Funds
Assets				
Investments:				
Money market funds	\$ 3,466,884	\$ 1,056,820	\$ 994,622	\$ 5,518,326
Fixed income mutual funds	15,158,279	1,983,690	--	17,141,969
U.S. government and agency securities	12,515,100	5,700,892	8,285,065	26,501,057
Equity securities	74,152,943	27,717,325	26,308,383	128,178,651
Corporate bonds	2,170,108	531,460	5,838,929	8,540,497
Real estate funds	25,487,345	5,970,777	4,667,969	36,126,091
Self directed DROP accounts	2,389,907	--	--	2,389,907
Private credit funds	5,556,035	--	--	5,556,035
Hedge funds	587,162	--	1,482,738	2,069,900
Total investments	<u>141,483,763</u>	<u>42,960,964</u>	<u>47,577,706</u>	<u>232,022,433</u>
Receivables:				
Interest and dividends	129,796	34,373	132,910	297,079
Due from participants	20,156	30,304	1,337	51,797
Contributions receivable (State)	410,164	--	--	410,164
Pending trades	71,791	--	9,652	81,443
Total receivables	<u>631,907</u>	<u>64,677</u>	<u>143,899</u>	<u>840,483</u>
Total Assets	<u>142,115,670</u>	<u>43,025,641</u>	<u>47,721,605</u>	<u>232,862,916</u>
Liabilities				
Accounts payable	52,592	28,114	70,613	151,319
Accounts payable - purchase of investments	<u>--</u>	<u>354</u>	<u>11,202</u>	<u>11,556</u>
Total Liabilities	<u>52,592</u>	<u>28,468</u>	<u>81,815</u>	<u>162,875</u>
Deferred Inflow	<u>52,982</u>	<u>--</u>	<u>65,033</u>	<u>118,015</u>
Net Position Restricted for Pension Benefits				
Total Net Position Restricted for Pension Benefits	<u>\$ 142,010,096</u>	<u>\$ 42,997,173</u>	<u>\$ 47,574,757</u>	<u>\$ 232,582,026</u>

CITY OF DEERFIELD BEACH, FLORIDA

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION PENSION TRUST FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

	Firefighters' Pension Fund	Police Pension Fund	Non- Uniform Pension	Total Pension Trust Funds
Additions				
Contributions:				
Employer	\$ 6,865,867	\$ 2,319,805	\$ 856,776	\$ 10,042,448
Plan members	676,161	--	9,950	686,111
Chapter	1,164,334	957,166	--	2,121,500
Total contributions	<u>8,706,362</u>	<u>3,276,971</u>	<u>866,726</u>	<u>12,850,059</u>
Investment earnings:				
Interest and dividend revenue	3,803,792	1,663,735	1,262,916	6,730,443
Net appreciation in the fair value of investments	<u>7,005,012</u>	<u>2,646,130</u>	<u>3,812,986</u>	<u>13,464,128</u>
Total investment gains	10,808,804	4,309,865	5,075,902	20,194,571
Less: investment expense	<u>(620,014)</u>	<u>(164,968)</u>	<u>(267,847)</u>	<u>(1,052,829)</u>
Net investment income	<u>10,188,790</u>	<u>4,144,897</u>	<u>4,808,055</u>	<u>19,141,742</u>
Miscellaneous	<u>--</u>	<u>--</u>	<u>2,692</u>	<u>2,692</u>
Total Additions	<u>18,895,152</u>	<u>7,421,868</u>	<u>5,677,473</u>	<u>31,994,493</u>
Deductions				
Benefit payments	9,236,630	4,625,873	5,019,647	18,882,150
DROP distributions	1,535,359	--	--	1,535,359
Share account distributions	77,405	751,715	--	829,120
Administrative expenses	<u>219,649</u>	<u>84,724</u>	<u>99,658</u>	<u>404,031</u>
Total Deductions	<u>11,069,043</u>	<u>5,462,312</u>	<u>5,119,305</u>	<u>21,650,660</u>
Change in Net Position	7,826,109	1,959,556	558,168	10,343,833
Net Position Restricted for Pension Benefits -				
Beginning of Year	<u>134,183,987</u>	<u>41,037,617</u>	<u>47,016,589</u>	<u>222,238,193</u>
End of Year	<u>\$ 142,010,096</u>	<u>\$ 42,997,173</u>	<u>\$ 47,574,757</u>	<u>\$ 232,582,026</u>

STATISTICAL SECTION

STATISTICAL SECTION

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STATISTICAL SECTION (UNAUDITED)

This part of the City of Deerfield Beach's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information reflect about the City's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue, property tax. Information about water and sewer rates is also included.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt as well as the City's ability to issue additional debt.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial statements relates to the services that the City provides, as well as the activities that the City performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

CITY OF DEERFIELD BEACH, FLORIDA

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Governmental Activities										
Net investment in capital assets	\$ 83,595,759	\$ 71,037,127	\$ 65,038,801	\$ 63,275,945	\$ 65,413,462	\$ 66,878,760	\$ 68,098,733	\$ 64,215,625	\$ 61,201,885	\$ 57,468,114
Restricted	40,935,934	50,832,847	18,174,938	21,765,881	21,139,007	80,502,274	10,712,284	9,614,790	7,853,503	9,663,870
Unrestricted (deficit)	(33,251,074)	(42,205,123)	(45,275,652)	(56,699,883)	(60,647,204)	(143,581,097)	(33,718,932)	(28,967,707)	(31,131,872)	(615,504)
Total Governmental Activities Net Position	\$ 91,280,619	\$ 79,664,851	\$ 37,938,087	\$ 28,341,943	\$ 25,905,265	\$ 3,799,937	\$ 45,092,085	\$ 44,862,708	\$ 37,923,516	\$ 66,516,480
Business-type Activities										
Net investment in capital assets	\$ 57,410,980	\$ 51,222,386	\$ 49,443,126	\$ 58,857,747	\$ 34,510,573	\$ 52,967,087	\$ 51,774,904	\$ 56,362,887	\$ 52,525,476	\$ 50,924,663
Restricted	1,139,000	3,461,863	1,193,510	1,178,354	--	1,839,167	1,834,565	1,834,718	1,760,856	743,838
Unrestricted	31,359,471	18,825,552	18,919,626	18,593,835	8,326,003	8,011,660	29,117,078	26,713,892	31,535,603	33,335,797
Total Business-type Activities Net Position	\$ 89,909,451	\$ 73,509,801	\$ 69,556,262	\$ 78,629,936	\$ 42,836,576	\$ 62,817,914	\$ 82,726,547	\$ 84,911,497	\$ 85,821,935	\$ 85,004,298
Primary Government										
Net investment in capital assets	\$ 141,006,739	\$ 122,259,513	\$ 114,481,927	\$ 122,133,692	\$ 42,931,897	\$ 119,845,847	\$ 119,873,637	\$ 120,578,512	\$ 113,727,361	\$ 108,392,777
Restricted	42,074,934	54,294,710	19,368,448	22,944,235	173,140	82,341,441	12,546,849	11,449,508	9,614,359	10,407,708
Unrestricted	(1,891,603)	(23,379,571)	(26,356,026)	(38,106,048)	14,026,546	(135,569,437)	(4,601,854)	(2,253,815)	403,731	32,720,293
Total Primary Government Net Position	\$ 181,190,070	\$ 153,174,652	\$ 107,494,349	\$ 106,971,879	\$ 57,131,583	\$ 66,617,851	\$ 127,818,632	\$ 129,774,205	\$ 123,745,451	\$ 151,520,778

CITY OF DEERFIELD BEACH, FLORIDA

CHANGES IN NET POSITION

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Expenses										
Governmental activities:										
General government	\$ 14,581,001	\$ 10,834,495	\$ 14,174,978	\$ 13,200,897	\$ 10,139,309	\$ 13,858,877	\$ 18,833,091	\$ 15,971,447	\$ 14,043,751	\$ 12,353,311
Economic environment	2,332,248	1,936,041	4,293,606	3,006,189	1,831,573	3,255,195	2,421,264	2,770,154	1,746,288	2,832,290
Public safety	86,478,909	60,843,134	73,254,510	75,166,877	67,759,892	72,209,952	65,353,492	59,621,417	56,811,183	55,555,149
Human services	2,468,427	2,002,868	2,026,671	2,258,427	352,258	3,415,404	2,847,032	2,836,456	2,382,915	2,159,042
Physical environment	10,411,636	9,250,580	6,700,678	6,966,270	3,903,291	7,561,665	5,780,265	4,952,451	6,311,645	3,974,644
Transportation	4,877,296	4,589,488	4,464,749	5,683,850	5,293,134	4,683,339	4,527,599	4,047,654	4,125,562	3,375,247
Culture and recreation	8,856,305	7,338,876	5,740,552	5,717,348	4,525,216	7,398,066	5,992,978	5,846,869	3,728,135	4,032,285
Interest on long-term debt	3,626,064	3,453,832	3,683,713	3,369,738	3,614,126	2,317,478	1,884,325	1,895,608	1,921,214	2,807,078
Total Governmental Activities Expenses	133,631,886	100,249,314	114,339,457	115,369,596	97,418,799	114,879,976	107,640,046	97,942,056	91,070,693	87,089,046
Business-type activities:										
Water and sewer utility	27,810,182	25,448,186	24,516,242	24,985,197	24,088,048	26,719,702	26,341,135	25,282,502	23,570,064	22,210,582
Solid waste	17,179,486	15,982,567	14,883,574	21,697,597	15,522,046	17,109,044	17,163,860	15,712,131	14,468,169	13,849,313
Stormwater utility	1,134,988	1,246,404	1,100,143	926,581	1,222,265	--	--	--	--	--
Total Business-type Activities Expenses	46,124,656	42,677,157	40,499,959	47,609,375	40,832,359	43,828,746	43,504,995	40,994,633	38,038,233	36,059,895
Total Primary Government Expenses	179,756,542	142,926,471	154,839,416	162,978,971	138,251,158	158,708,722	151,145,041	138,936,689	129,108,926	123,148,941
Program Revenues										
Governmental activities:										
Charges for services:										
General government	14,979,619	14,278,779	9,476,546	10,448,831	10,484,542	4,289,131	4,439,989	4,757,881	4,291,549	540,328
Economic environment	1,183,717	1,102,257	--	--	--	--	--	--	--	--
Public safety	22,382,850	19,003,706	25,092,920	22,395,951	23,921,809	26,114,265	25,350,237	21,932,165	23,802,373	20,615,778
Human services	--	182	77	196,219	84,130	100,229	56,573	50,140	10,020	29,316
Physical environment	103,691	203,784	172,293	350,471	634,542	343,511	183,105	189,872	355,326	286,215
Transportation	3,159,373	3,779,540	2,691,836	1,978,435	2,441,655	2,572,664	2,689,914	2,566,791	2,537,022	1,829,159
Culture and recreation	2,050,705	1,680,129	1,323,813	1,045,270	1,643,719	1,707,368	2,161,352	3,078,829	2,113,288	1,907,505
Operating grants and contributions:	3,588,365	13,209,259	6,359,000	5,879,144	5,551,403	5,521,769	4,803,382	6,690,084	4,941,733	6,253,912
Capital grants and contributions:	3,283,371	742,236	--	--	50,000	689,982	2,616,764	2,374,178	348,392	285,142
Total Governmental Activities	50,731,691	53,999,872	45,116,485	42,294,321	44,811,800	41,338,919	42,301,316	41,639,940	38,399,703	31,747,355
Business-type activities:										
Charges for services:										
Water and sewer	27,764,740	25,931,208	23,889,173	23,932,893	27,394,983	25,729,905	25,556,346	24,908,850	25,296,809	24,754,868
Solid waste	21,772,780	18,099,403	17,392,321	17,456,238	17,770,995	16,754,407	15,832,628	15,327,755	14,748,707	14,626,474
Stormwater utility	2,263,782	2,330,888	2,183,627	2,233,083	2,117,203	--	--	--	--	--
BUS-operating grants and contributions	--	244,265	71,705	126,990	--	--	--	--	--	--
Capital grants and contributions	--	--	--	--	--	--	398,300	--	64,452	45,899
Total Business-type Activities	51,801,302	46,605,764	43,536,826	43,749,204	47,283,181	42,484,312	41,787,274	40,236,605	40,109,968	39,427,241
Total Primary Government Program Revenues	102,532,993	100,605,636	88,653,311	86,043,525	92,094,981	83,823,231	84,088,590	81,876,545	78,509,671	71,174,596
Net (Expense) Revenue										
Governmental activities	(82,900,195)	(46,249,442)	(69,222,972)	(73,075,275)	(52,606,999)	(73,541,057)	(65,338,730)	(56,302,116)	(52,670,990)	(55,341,691)
Business-type activities	5,676,646	3,928,607	3,036,867	(3,860,171)	6,450,822	(1,344,434)	(1,717,721)	(738,028)	2,071,735	3,367,346
Total Primary Government Net Expense	\$ (77,223,549)	\$ (42,320,835)	\$ (66,186,105)	\$ (76,935,446)	\$ (46,156,177)	\$ (74,885,491)	\$ (67,056,451)	\$ (57,060,144)	\$ (50,599,255)	\$ (51,974,345)

CITY OF DEERFIELD BEACH, FLORIDA

CHANGES IN NET POSITION (CONTINUED)

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes	\$ 59,306,650	\$ 53,545,828	\$ 51,262,337	\$ 48,309,392	\$ 45,215,722	\$ 42,852,391	\$ 39,732,879	\$ 37,603,317	\$ 35,512,381	\$ 33,750,761
Utility taxes	10,855,884	9,690,469	8,694,445	8,421,784	8,709,365	8,429,194	8,307,025	8,074,781	7,976,554	7,907,567
Sales taxes	11,466,098	9,205,683	5,670,300	4,803,143	5,321,474	5,384,431	5,062,149	5,413,109	4,875,615	4,648,145
Franchise taxes	10,408,321	9,675,197	8,267,024	7,365,570	7,840,494	7,622,049	7,648,226	7,795,465	6,832,413	8,867,645
Motor fuel taxes	--	--	1,282,239	1,203,827	1,427,609	1,418,558	1,416,578	1,491,230	1,353,883	1,318,433
Alcoholic beverage/mobile home license taxes	88,495	88,183	87,244	86,107	85,214	86,067	96,204	85,980	96,892	55,777
Impact fees	106,962	171,851	--	--	--	--	--	--	--	--
Grants and contributions not restricted to specific programs	5,218,707	4,123,235	2,483,335	1,715,329	1,983,976	2,065,013	1,987,520	1,868,658	1,804,085	1,622,476
Unrestricted investment earnings	5,195,012	502,924	165,996	1,325,584	2,403,213	894,912	279,975	207,623	85,147	56,617
Miscellaneous revenues	1,053,603	884,584	492,195	2,128,836	1,454,295	2,187,154	730,852	380,032	1,797,415	166,676
Transfers	(9,183,769)	88,252	411,171	155,211	270,961	306,699	--	321,113	270,893	--
Total Governmental Activities	94,515,963	87,976,206	78,816,286	75,514,783	74,712,323	71,246,468	65,261,408	63,241,308	60,605,278	58,394,097
Business-type activities:										
Unrestricted investment earnings	1,536,835	784	47,444	708,666	1,112,080	493,611	237,770	168,703	59,880	55,312
Miscellaneous revenues	2,400	112,400	2,325	77,650	--	--	--	--	(46,381)	--
Transfers	9,183,769	(88,252)	(411,171)	(155,211)	(270,961)	(306,699)	(306,699)	(321,113)	(270,893)	(264,961)
Total Business-type Activities	10,723,004	24,932	(361,402)	631,105	841,119	186,912	(68,929)	(152,410)	(257,394)	(209,649)
Total Primary Government	105,238,967	88,001,138	78,454,884	76,145,888	75,553,442	71,433,380	65,192,479	63,088,898	60,347,884	58,184,448
Changes in Net Position										
Governmental activities	11,615,768	5,076,011	32,566,844	6,291,811	1,637,048	18,639,469	(8,279,649)	(2,097,422)	4,303,162	5,723,107
Business-type activities	16,399,650	5,701,578	3,567,205	3,667,972	(3,019,052)	6,637,734	(1,413,363)	(1,870,131)	(1,015,422)	1,862,086
Total Primary Government	\$ 28,015,418	\$ 10,777,589	\$ 36,134,049	\$ 9,959,783	\$ (1,382,004)	\$ 25,277,203	\$ (9,693,012)	\$ (3,967,553)	\$ 3,287,740	\$ 7,585,193

CITY OF DEERFIELD BEACH, FLORIDA

GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Tax	Utility Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2014	\$ 33,750,761	\$ 7,907,567	\$ 5,934,513	\$ 8,867,645	\$ 1,318,433	\$ 55,777	\$ 57,834,696
2015	35,512,381	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,738
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,491,230	85,980	61,288,292
2017	39,732,879	8,307,025	5,062,149	7,648,226	1,416,578	96,204	62,263,061
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	5,321,474	7,840,494	1,427,609	85,214	68,599,878
2020	48,309,392	8,421,784	4,803,143	7,365,570	1,203,827	86,107	70,189,823
2021	51,262,337	8,694,445	5,670,300	8,267,024	1,282,239	87,244	75,263,589
2022	54,294,165	9,690,469	7,226,763	9,675,197	1,978,920	88,183	82,953,697
2023	59,306,650	10,855,884	11,466,098	10,408,321	2,455,997	88,495	94,581,445

Note: The City implemented GASB 54 beginning with the fiscal year ended September 30, 2011

CITY OF DEERFIELD BEACH, FLORIDA

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS (MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General Fund										
Nonspendable	\$ 664,652	\$ 471,291	\$ 355,872	\$ 402,789	\$ 231,158	\$ 700,972	\$ 441,359	\$ 245,932	\$ 211,331	\$ 663,995
Assigned	27,471,443	15,217,017	4,704,811	9,543,562	8,848,378	8,291,753	8,057,917	7,855,937	7,028,371	4,502,471
Unassigned	28,048,128	39,214,310	35,043,050	21,664,616	17,617,916	17,968,892	16,400,894	16,512,401	11,631,572	8,781,650
Total General Fund	<u>\$ 56,184,223</u>	<u>\$ 54,902,618</u>	<u>\$ 40,103,733</u>	<u>\$ 31,610,967</u>	<u>\$ 26,697,452</u>	<u>\$ 26,961,617</u>	<u>\$ 24,900,170</u>	<u>\$ 24,614,270</u>	<u>\$ 18,871,274</u>	<u>\$ 13,948,116</u>
All Other Governmental Funds										
Nonspendable	\$ 1,993,452	\$ 1,830,324	\$ 1,684,603	\$ 1,492,547	\$ 1,408,008	\$ 1,408,008	\$ 1,657,455	\$ 1,066,318	\$ 1,251,701	\$ 1,240,498
Restricted	38,133,737	47,905,956	43,269,575	46,701,455	49,356,084	49,356,084	12,317,388	12,263,149	11,323,253	17,303,614
Assigned	--	--	5,258,898	2,341,276	--	--	--	--	--	--
Unassigned	--	(95,561)	(39,209)	(208,849)	(164,575)	(164,575)	(294,146)	(284,862)	(231,284)	(181,733)
Total All Other Governmental Funds	<u>\$ 40,127,189</u>	<u>\$ 49,640,719</u>	<u>\$ 50,173,867</u>	<u>\$ 50,326,429</u>	<u>\$ 50,599,517</u>	<u>\$ 50,599,517</u>	<u>\$ 13,680,697</u>	<u>\$ 13,044,605</u>	<u>\$ 12,343,670</u>	<u>\$ 18,362,379</u>

CITY OF DEERFIELD BEACH, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Revenues										
Property taxes	\$ 59,459,903	\$ 54,294,165	\$ 51,262,337	\$ 48,309,392	\$ 45,215,722	\$ 42,852,391	\$ 39,732,879	\$ 37,603,317	\$ 35,512,396	\$ 28,291,130
Sales and use taxes	9,010,101	7,226,763	6,965,726	6,179,244	6,725,332	6,677,330	6,374,461	6,790,747	6,221,255	5,565,280
Fire assessment fees	16,555,348	13,652,540	13,534,043	13,687,279	11,288,253	11,026,863	11,041,726	11,068,185	11,007,913	8,491,262
Franchise fees	10,408,321	9,675,197	8,267,025	7,365,570	7,840,494	7,622,049	7,648,226	7,795,465	8,447,210	8,959,809
Utility taxes	10,855,884	9,690,469	8,694,445	8,421,784	8,709,365	8,429,194	8,307,025	8,074,781	7,976,554	7,343,575
Local option gas tax	2,455,997	1,978,920	1,282,238	1,203,827	1,427,609	1,418,558	1,416,578	1,491,230	1,353,883	1,285,882
Alcoholic beverage/mobile home license taxes	88,495	88,183	87,244	86,107	85,214	--	--	--	--	--
Local business taxes/permits	6,326,958	5,318,527	5,004,356	7,344,457	7,535,466	4,951,256	5,432,035	4,202,781	4,674,337	3,006,077
Intergovernmental	9,355,525	17,271,311	5,771,003	6,632,289	3,494,173	5,838,827	7,000,870	5,058,080	5,058,080	8,753,280
Charges for services	11,090,427	11,229,111	10,227,471	9,005,717	10,050,895	9,998,883	10,275,886	9,674,471	9,785,012	8,236,329
Fines and forfeitures	1,807,560	1,768,536	1,491,805	1,770,589	1,325,231	1,529,006	1,484,146	1,830,841	1,726,615	911,536
Impact fees	106,962	171,851	244,801	664,558	457,807	138,626	244,612	176,954	--	--
Investment earnings	5,164,012	491,554	165,996	1,325,584	2,403,213	894,911	279,974	207,695	85,191	64,333
Miscellaneous	11,899,183	9,779,036	12,032,341	9,497,112	10,600,470	9,244,581	9,424,423	9,085,943	17,030,831	6,870,128
Total Revenues	154,584,676	142,636,163	125,030,831	121,493,509	117,159,244	110,622,475	108,662,841	103,060,490	108,879,277	87,778,621
Expenditures										
General government	18,480,496	14,995,878	14,173,917	14,636,010	16,796,303	16,637,413	20,379,141	18,083,088	21,977,441	15,510,007
Economic environment	2,317,170	1,920,764	4,278,742	3,457,681	2,832,044	2,782,544	2,121,390	2,770,158	1,821,340	2,964,052
Public safety	79,445,525	73,855,804	71,241,015	71,277,001	68,763,739	65,048,696	61,789,116	60,100,777	58,670,678	54,809,205
Human services	2,388,805	1,922,192	1,948,179	2,520,942	2,832,728	2,915,117	2,436,525	2,197,031	2,842,242	2,154,433
Physical environment	9,684,648	8,513,969	5,984,005	6,138,135	7,361,321	7,265,038	6,160,397	4,843,967	6,845,708	3,518,440
Transportation	2,927,397	2,613,778	2,542,517	2,497,918	2,398,753	2,902,618	2,795,435	2,812,545	2,737,514	2,292,118
Culture and recreation	7,203,084	5,663,772	4,110,789	4,624,314	5,725,177	5,507,911	4,603,199	3,975,250	3,658,093	2,997,052
Capital outlay	28,954,305	11,778,675	5,418,970	7,700,899	5,434,535	2,885,587	2,885,587	4,717,906	5,872,209	5,770,037
Debt service:										
Principal retirement	3,859,450	3,587,194	3,723,045	2,653,195	2,564,594	2,745,479	2,725,773	2,520,002	2,504,085	2,606,667
Interest and fiscal charges	3,854,940	3,606,652	3,680,619	3,673,954	4,026,808	2,101,051	2,150,785	2,048,017	2,063,110	2,710,837
Fiscal agent fees and other fees	--	--	--	--	--	--	--	--	--	102,057
Total Expenditures	159,115,820	128,458,678	117,101,798	119,180,049	118,736,002	110,791,454	108,047,348	104,068,741	108,992,420	95,434,905
Excess of Revenues Over (Under) Expenditures	(4,531,144)	14,177,485	7,929,033	2,313,460	(1,576,758)	(168,979)	615,493	(1,008,251)	(113,143)	(7,656,284)
Other Financing Sources (Uses)										
Transfers in	14,767,994	20,250,245	7,726,482	8,686,107	6,425,237	6,896,744	7,316,052	6,843,592	6,966,774	7,517,606
Transfers out	(19,072,040)	(20,161,993)	(7,315,311)	(8,530,897)	6,154,275	6,590,045	7,009,353	6,552,479	6,695,875	7,252,645
Premiums on bonds issued	--	--	--	--	--	5,826,066	--	--	--	--
Proceeds from refunded bonds	--	--	--	--	--	--	--	--	--	--
Bonds and notes issued	--	--	--	--	--	36,155,000	--	--	--	--
Bonds and notes issued	--	--	--	--	--	36,155,000	--	--	--	--
CARES act funds	--	--	--	1,374,764	--	--	--	--	--	--
Initiation of SBITA's	603,265	--	--	--	--	--	--	--	--	--
Capital lease proceeds	--	--	--	1,838,622	--	--	--	--	--	--
Total Other Financing Sources (Uses)	(3,700,781)	88,252	411,171	3,368,596	12,579,512	91,622,855	14,325,405	13,396,071	13,662,649	14,770,251
Net Change in Fund Balances	\$ (8,231,925)	\$ 14,265,737	\$ 8,340,204	\$ 5,682,056	\$ 11,002,754	\$ 91,453,876	\$ 14,940,898	\$ 12,387,820	\$ 13,549,506	\$ 7,113,967
Debt Service as a Percentage of Non-Capital Expenditures	2.47%	2.87%	3.21%	3.15%	3.46%	1.95%	2.04%	2.02%	1.94%	3.02%

CITY OF DEERFIELD BEACH, FLORIDA

GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS (MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Property Taxes	Utility Service Taxes	Sales Taxes	Franchise Taxes	Local Option Gas Tax	Alcoholic Beverage/ Mobile Home License Taxes	Total
2014	\$ 33,750,761	\$ 7,907,567	\$ 5,934,513	\$ 8,867,645	\$ 1,318,433	\$ 55,777	\$ 57,834,696
2015	35,512,396	7,976,554	4,875,615	6,832,413	1,353,883	96,892	56,647,753
2016	37,603,317	8,074,781	6,393,307	7,639,677	1,377,907	85,980	61,174,969
2017	39,732,879	8,307,025	6,374,461	7,648,226	1,416,578	96,204	63,575,373
2018	42,852,391	8,429,194	6,677,330	7,622,049	1,418,558	86,067	67,085,589
2019	45,215,722	8,709,365	6,725,332	7,840,494	1,427,609	85,214	70,003,736
2020	48,309,392	8,421,784	6,179,244	7,365,570	1,203,827	86,107	71,565,924
2021	51,251,890	7,190,501	4,691,707	6,038,244	1,055,335	80,104	70,307,781
2022	54,294,165	9,690,469	7,226,763	9,675,197	1,978,920	88,183	82,953,697
2023	59,459,903	10,855,884	9,010,101	10,408,321	2,455,997	88,495	92,278,701

CITY OF DEERFIELD BEACH, FLORIDA

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Fiscal Year Ending September 30,	Real Property ⁽¹⁾	Personal Property	Less Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated		Taxable Assessed Value as a Percentage of Actual Taxable Value		
						Total	Actual			
									Taxable	Taxable
2014	\$ 6,282,449,796	\$ 398,719,587	\$ 1,673,533,699	\$ 5,007,635,684	6.7688	\$ 7,864,092,199	63.677%			
2015	6,965,511,494	402,157,090	2,064,034,621	5,303,633,963	6.7688	8,646,548,680	61.338%			
2016	7,575,534,000	428,708,115	2,347,582,606	5,656,659,509	6.6688	9,388,030,664	60.254%			
2017	8,926,809,490	449,468,620	1,425,792,130	7,950,485,980	6.5007	10,961,317,366	72.532%			
2018	9,581,418,870	452,285,512	1,952,768,762	8,080,935,620	6.5007	11,710,313,829	69.007%			
2019	10,200,369,940	469,978,207	1,500,155,639	7,487,621,621	6.3560	10,679,537,191	70.112%			
2020	10,703,956,100	456,247,845	1,536,987,456	7,966,496,120	6.3560	11,169,132,355	71.326%			
2021	11,310,071,470	496,696,461	1,572,158,502	8,516,958,964	6.3125	11,815,748,679	72.081%			
2022	13,136,659,780	497,122,417	1,605,603,376	9,338,731,216	6.2825	13,643,337,750	68.449%			
2023	15,254,366,170	534,482,648	1,666,944,915	10,416,944,530	6.2538	15,799,486,774	65.932%			

Note: Assessed values are determined as of January 1st for each fiscal year.

⁽¹⁾ Real Property is assessed at 88% and Personal Property is assessed at 55%

Source: Broward County, Florida Property Appraiser

CITY OF DEERFIELD BEACH, FLORIDA

DIRECT AND OVERLAPPING PROPERTY TAX RATES

LAST TEN FISCAL YEARS

Fiscal Year Ending September 30,	City of Deerfield Beach					County					School District					Overlapping Rates					Total Direct and Overlapping Rates		
	Debt			Total City Millage	Debt			Total County Millage	Operating			Debt			Total School Millage	Children's Services	North		South Florida			Florida	
	Operating Millage	Service Millage	Total Millage		Operating Millage	Service Millage	Total Millage		Operating Millage	Service Millage	Total Millage	Broward Hospital District	Water Management District	Navigation District			Inland District						
2014	6.2317	0.5371	6.7688	5.44	0.2830	5.7230	7.4800	--	--	7.4800	0.4882	1.7554	0.411	0.0345	22.6609								
2015	6.2745	0.4943	6.7688	5.4584	0.2646	5.7230	7.4380	--	--	7.4380	0.4882	1.5939	0.3842	0.0345	22.4306								
2016	6.1949	0.4739	6.6688	5.4741	0.2489	5.7230	7.2030	0.0710	0.0710	7.2740	0.4882	1.4425	0.3551	0.0320	21.9836								
2017	6.0493	0.4514	6.5007	5.4474	0.2216	5.6690	6.8360	0.0703	0.0703	6.9063	0.4882	1.3462	0.3307	0.0320	21.2731								
2018	6.0981	0.4026	6.5007	5.4623	0.2067	5.6690	6.4740	0.0654	0.0654	6.5394	0.4882	1.2483	0.31	0.0320	20.7876								
2019	6.1267	0.3740	6.5007	5.4792	0.1898	5.6690	6.2750	0.1279	0.1279	6.4029	0.4882	1.0855	0.2936	0.0320	20.4719								
2020	6.0018	0.3542	6.3560	5.4999	0.1691	5.6690	6.4140	0.9120	0.9120	7.3260	0.4882	1.1469	0.2675	0.0320	21.2856								
2021	6.0018	0.3107	6.3125	5.5134	0.1556	5.6690	6.3180	0.1441	0.1441	6.4621	0.4699	1.2770	0.2675	0.0320	20.4900								
2022	6.0018	0.2807	6.2825	5.5306	0.1384	5.6690	6.4621	0.1873	0.1873	6.6494	0.4699	1.6029	0.1061	0.0320	20.8118								
2023	6.0018	0.0983	6.1001	5.5306	0.1384	5.6690	5.9510	0.1873	0.1873	6.1383	0.4500	1.4307	0.2301	0.0320	20.0502								

Source: Broward County, Florida Property Appraiser

CITY OF DEERFIELD BEACH, FLORIDA

PRINCIPAL PROPERTY TAX PAYERS

CURRENT YEAR AND NINE YEARS AGO

	2023				2014			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
FLORIDA POWER & LIGHT CO	\$ 132,426,046	\$ 794,795	1	1.42%	69,900,220	--	1	1.40%
JM FAMILY ENTERPRISES INC	116,546,168	699,484	2	1.25%	--	--	--	--
PUBLIX SUPER MARKETS INC	97,767,360	586,780	3	1.05%	65,926,923	--	2	1.32%
SCG ATLAS DEERCREEK II LLC	97,059,219	582,530	4	1.04%	--	--	--	--
QUIET WATERS BUSINESS PARK LLC	75,662,780	454,113	5	0.81%	31,397,050	--	6	0.63%
HILLSBORO TECHNOLOGY CENTER LLC	74,572,280	447,568	6	0.80%	--	--	--	--
WEINGARTEN REALTY INVESTORS	67,675,595	406,175	7	0.73%	--	--	--	--
SW 12TH FL PARTNERS LLC	59,355,000	356,237	8	0.64%	--	--	--	--
DEERFIELD BEACH ES HOTEL LLC	53,114,928	318,785	9	0.57%	44,556,600	--	4	0.89%
SK VENTURE HOLDINGS LLC	50,867,934	305,299	10	0.55%	--	--	--	--
CITY NATIONAL BANK TRUST	--	--	--	--	59,236,672	--	3	1.18%
CP DEERFIELD LLC	--	--	--	--	31,394,000	--	7	0.63%
CITY NATIONAL BANK OF FLA	--	--	--	--	28,133,504	--	8	0.56%
NEWS & SUN SENTINEL	--	--	--	--	25,000,000	--	9	0.50%
LAND TR	--	--	--	--	35,650,997	--	5	0.71%
WESTERN NATIONAL LIFE INSURANCE CO	--	--	--	--	23,025,420	--	10	0.46%
Totals	\$ 825,047,310	\$ 4,951,766		8.85%	\$ 414,221,386	\$ --		8.28%

Source: Broward County Records, Taxes and Treasury Division
Broward County, Florida Property Appraiser

CITY OF DEERFIELD BEACH, FLORIDA

PROPERTY TAX LEVIES AND COLLECTIONS

LAST TEN FISCAL YEARS

Fiscal Year Ending September 30,	Tax Roll Year	Tax Levies	Collected within the Fiscal Year of the Levy		Delinquent Tax Collections*	Total Collections to Date	
			Amount	Percentage of Levies		Amount	Percentage of Levy
2014	2013	\$ 31,263,431	\$ 29,869,364	95.54%	\$ (113,030) *	\$29,756,334	95.18%
2015	2014	33,333,975	32,924,554	98.77%	(121,127) *	32,803,427	98.41%
2016	2015	35,102,340	34,887,089	99.39%	47,214	34,934,303	99.52%
2017	2016	39,631,940	37,991,955	95.86%	62,509	38,054,464	96.02%
2018	2017	42,810,803	40,940,537	95.63%	860,484	41,801,021	97.64%
2019	2018	46,146,136	44,107,935	95.58%	912,471	45,020,406	97.56%
2020	2019	45,040,154	44,481,393	98.76%	1,324,546	45,805,939	101.70%
2021	2020	46,740,320	46,096,554	98.62%	1,239,938	47,336,492	101.28%
2022	2021	55,797,029	55,261,065	99.04%	1,177,917	49,734,782	89.14%
2023	2022	62,463,544	49,113,133	78.63%	1,219,889	54,315,729	86.96%

Delinquent tax collections are recognized when received. Amounts not collected as of the applicable fiscal year end have been fully reserved and are not reported in the basic financial statements.

* Negative amount represents refund of prior year's taxes as a result of decision by Broward County Value Adjustment Board.

Source: Broward County, Florida Revenue Collector

CITY OF DEERFIELD BEACH, FLORIDA

WATER SOLD BY TYPE OF CUSTOMER

LAST TEN FISCAL YEARS (IN THOUSANDS OF GALLONS)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Residential - Single Family	\$ 845,346	\$ 866,425	\$ 838,760	\$ 827,172	\$ 794,050	\$ 796,740	\$ 853,859	\$ 790,967	\$ 784,548	\$ 745,569
Residential - Multi-Family	1,671,031	914,436	894,770	710,714	663,433	753,441	763,095	1,006,073	1,084,878	1,063,107
Commercial	561,251	575,807	539,279	518,004	540,127	596,111	546,010	592,708	554,552	532,985
Irrigation	690,911	607,838	517,839	538,558	596,566	578,262	579,577	520,962	548,671	556,219
Hydrants	224	1,932	10,264	1,113	8,862	5,102	7,988	793	9,795	345
Total	\$ 3,768,763	\$ 2,966,438	\$ 2,800,912	\$ 2,595,561	\$ 2,603,038	\$ 2,729,656	\$ 2,750,529	\$ 2,911,503	\$ 2,982,444	\$ 2,898,225
Total Direct Rate Per 1,000 Gallons	\$ 3.28	\$ 5.64	\$ 5.35	\$ 5.84	\$ 6.41	\$ 5.47	\$ 2.65	\$ 2.65	\$ 2.65	\$ 2.65

Source: City of Deerfield Beach, Department of Financial Services

CITY OF DEERFIELD BEACH, FLORIDA

WATER AND SEWER RATES

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Water		Sewer	
	Monthly Base Rate		Monthly Base Rate	
2014	\$ 15.00	\$ 2.65	\$ 10.98	\$ 2.71
2015	15.00	2.65	10.98	2.71
2016	15.00	2.65	10.98	2.71
2017	15.00	2.65	10.98	2.71
2018	15.00	2.65	10.98	2.71
2019	15.00	2.65	10.98	2.71
2020	15.00	2.65	10.98	2.71
2021	15.00	2.65	10.98	2.71
2022	15.79	2.79	12.00	2.96
2023	16.62	2.94	13.11	3.23

Note: Rates are based on 3/4" meter, which is the standard household meter size.

Source: City of Deerfield Beach, Customer Service

CITY OF DEERFIELD BEACH, FLORIDA

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities				Business-type Activities				Total Primary Government	Percentage of Personal Income	Per Capita	Population	Personal Income
	General Obligation Bonds	Covenant Bonds	Bond Premiums	Leases	Water and Sewer	Bonds	Financing Leases	Loans and Notes					
2014	\$ 19,797,105	\$ 24,140,000	\$ 1,595,012	\$ 80,981	\$ 14,938,143	\$ 1,087,825	\$ 14,196,426	\$ 14,196,426	\$ 74,240,480	4.06%	960	77,361	\$ 1,829,286,000
2015	18,533,690	22,980,000	1,458,026	--	14,042,421	639,800	14,196,426	14,196,426	70,392,337	3.96%	918	76,662	1,779,325,000
2016	17,295,290	21,785,000	1,315,047	1,665,572	12,839,802	3,042,143	12,498,150	12,498,150	69,125,957	3.77%	890	77,659	1,834,539,000
2017	16,977,148	20,921,705	1,175,732	1,296,968	12,112,720	831,697	10,884,734	10,884,734	63,024,972	3.34%	793	78,042	1,852,951,000
2018	15,073,185	51,265,000	6,411,084	951,425	11,397,243	610,114	9,246,973	9,246,973	88,543,940	3.78%	1127	78,573	2,343,754,000
2019	14,262,255	56,186,812	6,325,119	601,070	10,595,004	9,696,445	7579659	7579659	98,921,245	4.79%	1244	79,497	2,066,445,000
2020	12,877,338	48,925,000	6,228,304	3,458,318	9,678,126	10,309,198	5,882,575	5,882,575	91,130,555	4.18%	1124	81,066	2,179,216,212
2021	11,785,277	47,530,000	6,132,414	2,250,967	8,733,448	9,880,254	4,165,505	4,165,505	84,345,451	3.87%	977	86,339	2,335,728,967
2022	10,699,375	46,090,000	6,037,768	1,161,042	7,757,479	9,309,445	2,398,223	2,398,223	77,415,564	3.01%	878	88,146	2,571,042,528
2023	9,623,145	44,590,000	5,942,293	4,757,546	6,750,503	3,978,546	1,920,506	1,920,506	71,620,246	2.57%	818	87,578	2,791,811,484

Source: City of Deerfield Beach, Financial Services Department

Personal Income:
<https://www.census.gov/quickfacts/deerfieldbeachcityflorida>

CITY OF DEERFIELD BEACH, FLORIDA

RATIOS OF GENERAL BONDED DEBT OUTSTANDING

LAST TEN FISCAL YEARS

Fiscal Year	General Obligations Bonds	Less: Amounts Available in Debt Service Funds	Total	Percentage of Actual Taxable Value	Per Capita
2014	\$ 19,797,105	\$ 2,513,964	\$ 17,283,141	0.22%	\$ 223.00
2015	18,533,690	2,534,573	15,999,117	0.19%	209.00
2016	17,295,290	2,400,835	14,894,455	0.18%	223.00
2017	16,977,148	2,440,501	14,536,647	0.17%	207.00
2018	15,073,185	6,507,301	8,565,884	0.10%	140.00
2019	14,262,255	4,537,565	9,724,690	0.08%	122.00
2020	12,877,338	4,252,912	8,624,426	0.07%	108.00
2021	11,785,277	4,117,908	7,667,369	0.07%	89.00
2022	10,669,375	4,139,018	6,530,357	0.07%	89.00
2023	9,623,145	4,264,726	5,358,419	0.06%	92.00

Source: City of Deerfield Beach, Financial Services Department

CITY OF DEERFIELD BEACH, FLORIDA

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2022

	Debt Outstanding ⁽¹⁾	Estimated Percentage Applicable	Estimated Share of Overlapping Debt ⁽²⁾
General obligation bonds	\$ 9,623,145	100.00%	\$ 9,623,145
Covenant bonds ⁽³⁾	44,590,000	100.00%	44,590,000
Bond premium	5,942,293	100.00%	5,942,293
Financing Leases	<u>89,731</u>	100.00%	<u>89,731</u>
Total Direct Debt	<u>60,245,169</u>		<u>60,245,169</u>
Overlapping Debt			
School Board of Broward County, Florida:			
Certificates of participation	1,419,940	5.00%	70,997
Financing Leases	<u>94,157</u>	5.00%	<u>4,708</u>
Subtotal, Overlapping Debt	<u>1,514,097</u>		<u>75,705</u>
Total Direct Debt and Overlapping Debt	<u>\$ 61,759,266</u>		<u>\$ 60,320,874</u>

(1) Debt outstanding data provided by each government unit.

(2) Overlapping debt includes only general obligation debt secured by ad valorem taxes as of September 30, 2023.

(3) \$4,350,000 of covenant bonds are secured by and payable from the Florida Power and Light Company electric franchise fees. The remaining balance of covenant bonds are payable from all governmental activities revenue sources of the City, except for ad valorem taxes.

Sources: Assessed value data used to estimate applicable percentages provided by the Broward County, Florida Property Appraiser.

* Ratio of taxable assessed value in the City of Deerfield Beach to total Broward County assessed value.

Note: The computation of legal debt margin is not included in the statistical section, since neither the Florida statutes nor the current ordinances of the City of Deerfield Beach specify a legal debt margin.

CITY OF DEERFIELD BEACH, FLORIDA
WATER AND SEWER PLEDGED REVENUE COVERAGE

LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Gross		Net Revenue Available for Debt Service	Debt Service Requirements			Coverage (D)
	Revenues (A)	Expenses (B)		Escrow or		Total (C)	
				Principal	Interest		
2014	\$ 24,810,180	\$ 17,417,474	\$ 7,392,706	\$ 2,081,285	\$ 1,152,032	\$ 3,233,317	3.22
2015	25,356,689	15,350,588	10,006,101	1,498,498	1,065,191	2,563,689	2.29
2016	25,077,553	15,838,252	9,239,301	2,238,878	877,272	3,116,150	2.97
2017	25,395,815	17,079,275	8,316,540	2,340,498	829,997	3,170,495	2.62
2018	25,434,035	16,904,326	8,529,709	2,402,352	875,366	3,277,718	2.60
2019	28,213,257	14,086,816	14,126,441	2,584,194	650,132	3,234,326	2.78
2020	24,529,012	15,471,131	9,057,881	865,000	447,769	1,312,769	2.91
2021	23,596,878	15,312,199	8,284,679	2,823,409	324,925	3,148,334	2.63
2022	25,907,576	16,357,875	9,549,701	2,743,251	305,943	3,049,194	3.13
2023	27,764,740	18,771,377	8,993,363	1,527,374	231,208	1,758,582	5.11

^(A) Gross revenue for the purpose of determining debt service coverage, is equal to the sum of the operating revenues of the Water and Sewer Fund and total interest earnings.

^(B) Expenses, for the purpose of determining debt service coverage, are equal to the total operating expenses of the Water and Sewer Fund less depreciation and less the general administrative charge.

^(C) The debt service requirement for the Florida Municipal Loan Council Revenue bonds, Series 2008A is set forth in the tri-partite loan agreement between the City ("the Borrower"); Banc of America Public Capital Corporation ("the Purchaser"); and the Florida Municipal Loan Council ("the Issuer").

^(D) The debt service requirements for the State of Florida Drinking Water Revolving Loan, as well as the State's Water Pollution Control Financing Corporation revolving loans are set forth in the 'Clean Water State Revolving Fund Agreement' between the City and the State of Florida, Department of Environment Protection.

CITY OF DEERFIELD BEACH, FLORIDA

NON AD-VALOREM REVENUE ANTI-DILUTION TEST

AS OF SEPTEMBER 30, 2023

	FY 2023	FY 2022	Prior Two- Year Average
Revenues			
Total governmental funds	\$ 154,584,676	\$ 142,636,163	\$ 148,610,420
Less: Ad valorem tax revenues	(54,315,729)	(49,734,782)	(52,025,256)
Incremental tax revenues	<u>(5,144,174)</u>	<u>(4,559,383)</u>	<u>(4,851,779)</u>
Total Governmental Non-Ad Valorem Revenues	95,124,773	88,341,998	91,733,386
Less: restricted funds:			
Community Redevelopment Agency	(119,688)	(14,337)	(67,013)
General Construction Fund	(3,550,374)	(465,417)	(2,007,896)
Non-major governmental funds	<u>(13,014,927)</u>	<u>(9,822,451)</u>	<u>(11,418,689)</u>
Adjusted Non-Ad Valorem Revenues	<u>78,439,784</u>	<u>78,039,793</u>	<u>78,239,789</u>
Expenditures			
Essential expenditures			
Public Safety	79,445,525	73,855,804	76,650,665
General government	<u>18,480,496</u>	<u>14,995,878</u>	<u>16,738,187</u>
Total Essential Expenditures	97,926,021	88,851,682	93,388,852
Less: Ad valorem revenues available to pay essential expenditures	<u>(54,315,729)</u>	<u>(49,734,782)</u>	<u>(52,025,256)</u>
Adjusted Essential Expenditures	<u>43,610,292</u>	<u>39,116,900</u>	<u>41,363,596</u>
Net Non Ad-Valorem Revenues Available for Debt Service	<u>\$ 34,829,492</u>	<u>\$ 38,922,893</u>	<u>\$ 36,876,193</u>
Adjustments			
Ad valorem revenue restricted for debt service	<u>\$ 4,264,726</u>	<u>\$ 4,139,018</u>	<u>\$ 2,608,894</u>

Test 1 - Prior Two Year Average of Non-Ad Valorem Revenues Covers Projected MADS by 150%

Net non-ad valorem revenues available for debt service	\$ 36,876,193
Maximum annual non-ad valorem debt service	\$ 2,000,000
Coverage	1843.81%

Test 2 - Projected MADS does not exceed 20% of Governmental Fund, Less Ad Valorem Revenues Restricted for Debt Service and Debt Proceeds

Two-year average net total governmental funds	\$ 148,610,420
Maximum annual non-ad valorem debt service	\$ 2,000,000
Coverage	1.35%

CITY OF DEERFIELD BEACH, FLORIDA

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN FISCAL YEARS

Fiscal Year	Population ⁽¹⁾	Personal Income**	Per Capita Personal Income ⁽²⁾	Median Age ⁽¹⁾	School Enrollment ⁽³⁾	Unemploy- ment Rate ⁽²⁾
2014	77,361	\$ 1,829,286	\$ 23,646	43.2	7,442	6.6%
2015	76,662	1,779,325	26,210	42.1	7,961	5.1%
2016	77,659	1,834,539	23,623	429.0	7,397	4.9%
2017	78,042	1,852,951	23,743	43.5	7,285	4.4%
2018	78,573	2,343,754	29,829	41.6	7,522	3.0%
2019	79,497	2,066,445	25,994	42.5	6,861	2.9%
2020	80,188	2,220,049	27,689	41.6	6,455	7.0%
2021	86,339	2,356,479	27,053	41.5	7,100	3.5%
2022	88,146	2,569,874	29,168	43.8	7,946	2.5%
2023	87,578	2,568,127	29,381	43.5	7,831	3.1%

Sources:

⁽¹⁾ Bureau of Economic and Business Research (BEBR)

⁽²⁾ American Factfinder and QuickFacts Census.gov

⁽³⁾ School Board of Broward County, Florida

** Personal income data expressed in thousands

CITY OF DEERFIELD BEACH, FLORIDA

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

Employer	2023			2014		
	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Publix Corporation	4,938	1	13.47%	1,518	1	3.41%
JM Family Enterprises	1,536	2	4.19%	1,086	3	2.54%
Broward Health North	1,341	3	3.66%	1,305	2	3.06%
City of Deerfield Beach	406	4	1.11%	467	6	1.09%
UPS	493	5	1.35%	515	5	1.30%
Target	507	6	1.38%	--		0.00%
Republic National Distribution	402	7	1.10%	325	7	0.00%
Peoples Trust	223	8	0.61%	--		0.00%
List Industries	293	9	0.80%	220	9	0.56%
Broward Sheriff Office	152	10	0.41%	310	8	0.79%
Sun-Sentinel	--		0.00%	752	4	1.73%
Medics Ambulance Services	--		0.00%	114	10	0.35%
Totals	10,291			6,612		

Source: Employer's Human Resource Department
Florida Department of Economic Opportunity

CITY OF DEERFIELD BEACH, FLORIDA

FULL-TIME EQUIVALENT GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

Function/Program	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
General government	99	85	60	60	64	62	60	66	73	63
Public safety:										
Police:										
Uniformed	135	135	132	135	135	135	130	127	127	126
Civilians	17	16	17	17	17	17	42	42	45	45
Fire/Rescue:										
Firefighters and officers	143	143	146	146	146	145	141	139	138	147
Bldg. inspection services	--	--	--	--	--	--	--	--	--	16
Civilians	1	1	1	1	1	1	2	5	5	6
Economic environment	2	2	2	2	2	2	2	1	1	1
Culture and recreation	107	97	90	84	53	53	94	75	72	66
Human services	10	9	28	28	23	22	39	40	39	40
Public works administration	--	--	--	--	--	--	--	--	--	--
Grounds maintenance	2	2	4	4	4	4	42	39	36	37
Parks	5	12	11	11	7	5	7	7	10	10
Water and sewer	67	64	104	105	81	81	69	56	60	58
Solid waste	62	60	69	75	68	68	68	75	64	54
Transportation:										
Street maintenance	<u>8</u>	<u>6</u>	<u>15</u>	<u>11</u>	<u>11</u>	<u>15</u>	<u>14</u>	<u>11</u>	<u>12</u>	<u>11</u>
Total	<u>658</u>	<u>632</u>	<u>679</u>	<u>679</u>	<u>612</u>	<u>610</u>	<u>710</u>	<u>683</u>	<u>682</u>	<u>680</u>

Source: City of Deerfield Beach, Financial Services Department

CITY OF DEERFIELD BEACH, FLORIDA

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS

Function/Program	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Public Safety										
Police										
Physical arrests	1,860	1,570	1,563	1,298	2,136	2,552	2,600	2,616	2,563	2,729
Parking violations	15,498	14,497	17,116	14,803	18,474	17,413	17,982	19,980	20,084	15,315
Traffic violations	18,259	20,388	16,007	11,354	17,361	14,031	15,402	17,220	17,631	17,382
Fire/Rescue										
Number of emergency responses	16,799	15,529	16,485	15,531	15,927	15,472	11,642	15,458	15,217	14,606
Inspections	4,384	4,473	3,702	2,879	2,651	3,193	2,420	3,916	7,653	5,332
Fire extinguished	178	166	127	118	130	145	185	162	139	152
Transportation										
Street maintenance:										
Streets resurfacing (miles)	1	11	6	20	11	--	--	--	22	28
Potholes repaired	86	70	117	427	403	577	436	200	204	556
Sidewalk repaired (feet)	1,907	951	3,430	4,383	4,781	3,911	2,894	3,920	8,555	5,705
Transit Services										
Total route miles	90,000	87,037	1,595	89,674	143,705	148,424	116,317	140,124	106,942	142,690
Number of trips	46,650	13,093	329	41,949	71,996	43,020	79,836	86,048	91,902	97,743
Physical Environment										
Number of burials	86	154	151	153	121	125	104	112	110	122
Culture and Recreation										
Athletic field permits issued	35	113	106	36	--	116	1,682	1,344	493	246
Number of participants in arts and education classes	923	1,147	4,600	1,500	6,217	2,560	2,015	6,144	5,684	5,498
Number of special event permits issued	91	184	156	57	70	115	81	76	88	192
Attendance at special events	135,000	171,111	49,990	99,513	275,677	325,000	336,644	292,000	285,500	298,530
Human Services - HR										
Childcare:										
Average daily attendance	--	--	--	12	15	12	18	12	10	12
Number of meals served	--	--	--	9,235	6,302	18,505	15,098	18,467	18,381	15,785
Adult daycare:										
Average daily attendance	--	--	--	4	4	31	31	5	7	7
Alzheimer's daycare:										
Average daily attendance	24	--	--	34	34	151	139	28	24	27
Water										
New connections	124	20	20	30	287	34	32	5	10	10
Water main breaks	59	8	8	17	192	60	36	40	13	12
Average daily consumption (millions of gallons)	10	10	10	9	--	--	10	9	9	9
Permitted raw water withdrawal	14	14	14	14	--	9	17	12	14	14
Sewer										
Average daily sewage treatment (thousands of gallons)	5,388	5,664	5,664	5,900	5,324	5,796	7,000	7,000	7,000	7,000
Solid Waste										
Refuse collected (tons/day)	131	332	333	433	371	464	260	402	276	247
Recyclables collected (tons/day)	--	--	--	23	25	35	29	49	27	33

Sources: Various City departments

Note: Indicators are not available for the general government function

* The average daily attendance for Adult daycare and Alzheimer's daycare are higher than the previous years due to a change in the counting mechanism

CITY OF DEERFIELD BEACH, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION

LAST TEN FISCAL YEARS

Function	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Public Safety										
Police										
Stations	1	2	2	2	2	2	2	2	2	2
Patrol units	172	130	130	130	130	130	130	130	130	126
Fire/Rescue										
Stations	6	6	6	6	6	6	6	6	6	6
Rescue ambulances	6	6	6	6	6	6	6	6	6	6
Fire engines	4	4	4	4	4	4	4	4	4	4
Ladder/heavy squad trucks	1	--	--	--	1	1	1	1	1	1
Transportation										
Streets (miles)	146	146	146	146	146	146	146	146	146	146
Sidewalks (miles)	136	136	136	136	136	136	136	136	136	136
Streetlights (poles)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Traffic signals	7	7	7	7	70	70	70	70	68	68
Culture and Recreation										
Parks acreage	398	398	398	398	398	298	398	398	345	338
Parks acreage	52	52	52	52	52	52	52	52	44	35
Swimming pools	1	1	1	1	1	1	1	1	1	1
Tennis courts	12	12	12	12	12	12	12	12	12	12
Community centers	3	3	3	3	3	3	3	3	3	2
Water										
Water main (miles)	234	234	234	234	234	234	234	234	232	232
Maximum daily capacity (millions of gallons)	24	24	24	24	24	24	24	24	24	24
Sewer										
Sanitary sewers (miles)	188	188	136	136	136	136	136	136	137	137
Storm sewers (miles)	147	147	48	48	48	48	48	48	48	48
Average daily treatment capacity (thousands of gallons)	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400	7,400
Solid Waste										
Collection trucks	23	23	42	42	23	23	23	23	23	28

Sources: Various City departments

Note: No capital assets indicators are available for the general government

REPORTING SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (“*Government Auditing Standards*”), the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Deerfield Beach, Florida (the “City”), as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements, and have issued our report thereon dated June 5, 2024. Our report includes a reference to other auditors who audited the financial statements of the City of Deerfield Beach Municipal Firefighter’s Pension Trust Fund, City of Deerfield Beach Non-Uniformed Employees’ Retirement Plan and the City of Deerfield Beach Police Officer’s Retirement Plan as described in our report on the City’s financial statements. This report does not include the results of the other auditors’ testing on internal control over financial reporting or compliance and other matters that are reported separately by those auditors.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
June 5, 2024

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER
COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Deerfield Beach, Florida's (the "City") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the fiscal year ended September 30, 2023. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2023.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over

compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the fiscal year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We did not audit the financial statements of the Pension Trust Funds, component units of the City. We have issued our report thereon dated June 5, 2024, which contained unmodified opinions on those basic financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Marcum LLP

Fort Lauderdale, FL
June 5, 2024

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

Federal Agency, Pass-Through Entity, Clusters Federal Program	Assistance Listing No.	Contract/Grant Number	Total Expenditures
<i>U.S. Department of Health and Human Services</i>			
Indirect Programs:			
Pass-through the Broward County - Department of			
Elder Affairs:			
Special Programs for the Aging:			
Title III, Part B - Grants for Supportive Services and Seniors Centers	93.044	JA 122-06-2022	\$ 21,937
Title III, Part B - Grants for Supportive Services and Seniors Centers	93.044	JA 123-06-2023	97,684
Title III, Part B - Grants for Supportive Services and Seniors Centers - COVID-19	93.044	JVC 21-06-2022	453
			<u>120,074</u>
<i>Total Aging Cluster</i>			<u>120,074</u>
Title III, Part E - National Family Caregiver Support	93.052	JA 121-06-2021	155
Title III, Part E - National Family Caregiver Support	93.052	JA 122-06-2021	77
			<u>232</u>
Low-Income Home Energy Assistance	93.568	JP022-06-2023	22,530
Low-Income Home Energy Assistance	93.568	JP023-06-2023	9,981
Low-Income Home Energy Assistance - COVID-19	93.568	JPP22-06-2022	2,468
			<u>34,979</u>
<i>Total U.S. Department of Health and Human Services</i>			<u>155,285</u>
<i>U.S. Department of Housing and Urban Development</i>			
Direct Programs:			
Community Development Block Grant/Entitlement Grants	14.218	B19MC120046	1,810
Community Development Block Grant/Entitlement Grants	14.218	B20MC120046	159,480
Community Development Block Grant/Entitlement Grants - COVID-19	14.218	B20MW120046	4,758
Community Development Block Grant/Entitlement Grants	14.218	B21MC120046	184,940
Community Development Block Grant/Entitlement Grants	14.218	B22MC120046	145,584
			<u>496,572</u>
<i>Total Community Development Block Grant/Entitlement Grants Cluster</i>			<u>496,572</u>
<i>Total U.S. Department of Housing and Urban Development</i>			<u>496,572</u>
<i>U.S. Department of Transportation</i>			
Indirect Program:			
Passed through State of Florida			
Highway Planning and Construction	20.205	G2B41(FM#444237-1-58-01)	330,995
			<u>330,995</u>
<i>Total U.S. Department of Transportation</i>			<u>330,995</u>
<i>U.S. Department of Agriculture</i>			
Direct Program:			
Urban Agriculture and Innovative Production	10.935	NRCS-ADS-093	54,189
			<u>54,189</u>
<i>Total U.S. Department of Agriculture</i>			<u>54,189</u>
<i>U.S. Department of Justice</i>			
Direct Program:			
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2019-DJ-BX-0432	19,345
Congressionally Recommended Awards	16.753	15PBJA-22-GG-00038-BRND	205,000
			<u>224,345</u>
<i>Total U.S. Department of Justice</i>			<u>224,345</u>
<i>U.S. Department of Treasury</i>			
Direct Programs:			
Coronavirus State and Local Fiscal Recovery Fund - COVID-19	21.027	N/A	1,240,904
			<u>1,240,904</u>
<i>Total U.S. Department of Treasury</i>			<u>1,240,904</u>
<i>Total Expenditures of Federal Awards</i>			<u>\$ 2,502,290</u>

See notes to schedule of expenditures of federal awards.

CITY OF DEERFIELD BEACH, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditure activity of all federal awards of the City of Deerfield Beach, Florida (the “City”) for the fiscal year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate for federal programs allowed under the Uniform Guidance.

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial

statements audited were prepared in accordance with GAAP:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

____ Yes X No

Significant deficiency(ies) identified?

____ Yes X None reported

Noncompliance material to financial statements noted?

____ Yes X No

Federal Awards

Internal control over the major federal program:

Material weakness(es) identified?

____ Yes X No

Significant deficiency (ies) identified?

____ Yes X None reported

Type of auditors' report issued on compliance for the major
federal program:

Unmodified Opinion

Any audit findings disclosed that are required to be reported
in accordance with 2 CFR 200.516(a)

____ Yes X No

Identification of the major federal program:

Federal Program

AL No.

Coronavirus State and Local Fiscal Recovery Fund – COVID-19

21.027

Dollar threshold used to distinguish between
Type A and Type B federal programs:

\$750,000

Auditee qualified as a low-risk auditee for federal awards?

 X Yes _____ No

CITY OF DEERFIELD BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

CITY OF DEERFIELD BEACH, FLORIDA
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS AND STATUS

None

II. PRIOR YEAR FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

**MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Deerfield Beach, Florida (the “City”), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 5, 2024. We did not audit the financial statements of the Pension Trust Funds, which represent 90%, 91% and 68%, respectively, of the assets, net position/fund balance and revenues/additions of the aggregate remaining fund information.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance; Report on the Schedule of Expenditures of Federal Awards Required by Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated June 5, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The status of recommendations made in the preceding annual financial audit report have been addressed as noted in Appendix A to this report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information regarding the specific legal authority for the City and its component units is discussed in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor and the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

Fort Lauderdale, FL
June 5, 2024

CITY OF DEERFIELD BEACH, FLORIDA

APPENDIX A – CURRENT YEAR AND PRIOR YEARS RECOMMENDATIONS TO IMPROVE FINANCIAL MANAGEMENT (CONTINUED)

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

No.	Current Year's Observations	Observation Is Still Relevant	Observation Addressed or No Longer Relevant
None			
No.	Prior Year's Observations		
MLC 2022-001	Bank Reconciliations		X
MLC 2020-002	Solid Waste Fund Deficit Net Position		X

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO
SECTION 218.415 FLORIDA STATUTES**

To the Honorable Mayor, City Commission, and City Manager
City of Deerfield Beach, Florida

We have examined the City of Deerfield Beach, Florida's (the "City") compliance with Section 218.415 Florida Statutes, Local Government Investment Policies for the fiscal year ended September 30, 2023. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City's compliance with the specified requirements.

In our opinion, the City complied, in all material respects, with Section 218.415, Florida Statutes, for the fiscal year ended September 30, 2023.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

Marcum LLP

Fort Lauderdale, FL
June 5, 2024



IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Interim CFO, Marcia Fennell, who being duly sworn, deposes and says on oath that:

1. I am the Interim Chief Financial Officer of the City of Deerfield Beach which is a local governmental entity of the State of Florida;
2. The governing body of the City of Deerfield Beach adopted Ordinance 2016/008 implementing an impact fee.
3. The City of Deerfield Beach has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Interim Chief Financial Officer, Marcia Fennell

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me **by means of** ☒ **physical presence** or ☐ **online notarization**, this 31 day of May, 2024 (year), by Marcia Fennell (name of person making statement).



NOTARY PUBLIC

Personally known X or produced identification _____

Type of identification produced: _____

My Commission Expires: Oct 6, 2027