



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
October 15, 2024
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: September 23, 2024 , October 1, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: August 15, 2024, August 29, 2024

African American Heritage Board Meeting Minutes

Attachment: July 11, 2024

APPROVAL OF THE AGENDA

October 15, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/85148793360?pwd=6P0F0Ahr7sWnWCmo9h8YUJ7A5lrax5.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 851 4879 3360#

Participant ID: #

Passcode: 569750#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Presentation by the Jim & Jan Moran Boys and Girls Club regarding the 25th Annual Lights on Afterschool Event.**

Sponsor: Office of the City Manager

2. **Proclamation presented to the Department of Information Technology in recognition of Cybersecurity Awareness Month.**

Sponsor: Department of Information Technology

PRESENTATIONS

3. **Presentation on the status of the FY2024 initiatives and considerations.**

Sponsor: Office of the City Manager

Attachment: FY24 Initiatives and Considerations

4. **Presentation regarding the Downtown Deerfield Redevelopment Masterplan.**

Sponsor: Department of Economic Development

Attachment: Downtown Redevelopment

PUBLIC HEARINGS – FIRST READING

5. **P.H. 2025-001: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

Sponsor: Department of Planning & Development Services

Attachment: CIE

PUBLIC HEARINGS – SECOND READING

6. **P.H. 2025-002: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," TO CREATE DIVISION 4 "CHARTER REVIEW BOARD;" ESTABLISHING THE CHARTER REVIEW BOARD MEMBERSHIP, POWERS, AND DUTIES; 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: Commissioner Michael Hudak

Attachment: Charter Review Board

7. **P.H. 2024-114: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN DESIGNATION FOR THE CITY-OWNED PARCEL CONSISTING OF APPROXIMATELY 1.52 GROSS ACRES LOCATED AT 555 SW 3RD AVENUE FROM CITY CONSERVATION TO RESIDENTIAL MEDIUM 16 DWELLING UNITS PER ACRE (LUPA #66A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE**

COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - May 21, 2024)

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: LUPA #66A

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 8. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Valerie Hackett to the City of Deerfield Beach Non-Uniformed Municipal Employee Retirement Committee; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak

Attachment: Non-Uniformed Retirement Committee Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City from Elenita De Oliveira; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Settlement Agreement

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the U.S. Department of Environmental Protection Agency for 2024 Region 4 Sustainable Materials Management Grant Program funding in the amount of \$100,000.00 to be utilized for the North Broward Recycling Drop Off Expansion Program at the City's Recycling Drop-Off Center; authorizing the execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: 2024 Region 4 Sustainable Materials Management Grant Program

- 11. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding among the Broward Sheriff's Office and the participating agencies for the administration of the 2021 Edward Byrne Justice Assistance Grant by the Broward Sheriff's Office; authorizing execution of the Memorandum of Understanding; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: 2021 Edward Byrne Justice Assistance Grant

- 12. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving the Butler House Funding Agreement with the Deerfield Beach Historical Society, Inc. in the amount of \$200,000.00 for rehabilitation of the Butler House; ratifying execution of the funding agreement; providing for implementation and an effective date. (*Funds from Account #001-1702-569-8094 - Other Community Contributions*)

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: Deerfield Beach Historical Society, Inc.

- 13. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2024 through September 30, 2027; authorizing the Interim City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: IUPAT Agreement

- 14. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2024 through September 30, 2027; authorizing the Interim City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: PMSA Agreement

- 15. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITBC #24-31-PC for the West Deerfield Drainage**

Improvement Project to FG Construction, LLC; authorizing execution of a contract with FG Construction, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$5,725,753.74; and providing an effective date. (*Funds from Account #462-300-360-3800-000-53800-506530 - 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: FG Construction, LLC

- 16. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Thompson & Associates, Inc. to provide professional engineering construction support services for the West Deerfield Drainage Improvement Project in an amount not to exceed \$365,481.35; providing for execution and an effective date. (*Funds from Account #462-300-360-3800-000-53800-506530 - Stormwater Capital Fund/CIP - Infrastructure & #460-300-360-3800-000-53800-503099 - Stormwater Division/Professional Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Thompson & Associates, Inc.

DEPARTMENTAL BUSINESS

- 17. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Sustainability Roadmap encompassing a comprehensive initiative to serve as a framework for the City's Sustainability Program relating to resiliency, sustainability and a low-carbon future within the City; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Sustainability Roadmap

- 18. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving a change order with BCI Construction, Inc. in the amount of \$892,600.80 due to unforeseen conditions requiring changes to the design, and compliance with code and jurisdictional agency requirements related to the International Fishing Pier Renovation Project; providing for execution, implementation, and an effective date. (Funds from Account #399-100-360-1901-000-51900-506530 - General 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: BCI Construction, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

19. Discussion regarding artificial turf.

Sponsor: Commissioner Micahel Hudak

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Wednesday, November 6, 2024

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above

notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Monday, September 23, 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

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - August 20, 2024
Special City Commission Meeting Minutes - September 4, 2024

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness 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

Police Pension Fund Meeting Minutes - June 27, 2024
African American Heritage Board Meeting Minutes - July 11, 2024
Code Compliance Meeting Minutes - July 26, 2024
Hillsboro Inlet District Meeting Minutes - August 19, 2024

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

September 23, 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

BUDGET & MILLAGE PUBLIC HEARINGS

- 1. ORDINANCE 2024/013 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Anthony Soroka, City Attorney, advised that Items 1 and 2 will be discussed simultaneously but voted on separately; thereafter, he read both titles into the record. Additionally, the final operating millage rate for fiscal year 2025 is 6.0018 mills, which is 8.9% more than the rolled back rate of 5.5112 mills calculated pursuant to Florida State law. The voted debt service millage is equal to .1833 mills, for a total overall millage rate of 6.1851.

David Santucci, City Manager, highlighted a brief presentation, which was provided during the August 28th Budget Workshop.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the City of Port St. Lucie lowering their millage rate. Thereafter, he commented on future projects, the importance of decreasing the City's millage rate, etc.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke on the importance of city fees and taxes, as they assist with providing the necessary maintenance and development to city facilities, infrastructure, etc.

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, said services should not be cut, whereby, funds just need to be properly prioritized.

Maria LoRizzo, 1551 SE 12th Street, Deerfield Beach, said services should not be cut in order to lower the millage rate. Thereafter, she said a plan should be put into place in order to get businesses into Deerfield Beach, so the burden can be taken off the taxpayers.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how the Bezos Center effects the budget.

Mayor Ganz closed the public hearing. Further, he said individuals are taxed, based on the millage rate, whereby, if an individual's taxes went up it's because their value went up. Mayor Ganz said Port St. Lucie has more of a leeway due to their higher population and budget.

Mr. Santucci said the City entered into an agreement with Bezos Academy to bring the free, Montessori style education to the City of Deerfield Beach. Thereafter, he briefly outlined the estimated costs of the preschool building, which have doubled; nonetheless, the school will be able to serve double the population than anticipated. The City previously operated the preschool at a cost to the City; nevertheless, moving forward there will be no operating costs to the City for the Bezos Academy, as they were incorporated into the capital expenditure.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 1, adopted Ordinance 2024/013. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, and Mayor Ganz
Nays: 1 - Vice Mayor Drosky

- 2. ORDINANCE 2024/014 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the contract for code compliance services expires on June 30, 2025, and asked for clarification, as the taxpayers were advised that it wouldn't expire until September 30, 2025. Thereafter, he briefly commented on the budget presentation.

John Slattery, 1455 SE 5th Place, Deerfield Beach, asked for clarification on the vote for Item 1.

Mayor Ganz closed the public hearing.

Vice Mayor Drosky stated that there is a \$2.6 million increase in personnel services, which he believes is not a necessity at this time, and should be cut from this budget; nevertheless, an in-depth explanation as to why he is opposed to the millage rate and budget was provided during first reading.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 2, adopted Ordinance 2024/014. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, and Mayor Ganz
Nays: 1 - Vice Mayor Drosky

- 3. ORDINANCE 2024/015 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Patricia Link, 252 Ventnor R, Deerfield Beach, spoke in opposition to allowing free electricity for electric vehicles. Furthermore, she disagreed with the Freebee program, as government should not play a role in helping businesses.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, thanked staff for posting the Freebee ridership numbers on the City website. Thereafter, he commented on the potential agreement with the Fort Lauderdale Museum of Discovery and Science and the groundbreaking ceremony that recently occurred.

James Kopkowski, 2159 Discovery Circle W, Deerfield Beach, asked for the cost for the electric vehicle stations.

Mayor Ganz closed the public hearing. Further, he said Freebee has only been in service for six months; nonetheless, there are other ridership services the City provides. He stated that Freebee may have a longer wait time than Uber, because there are less Freebee drivers and it's a free program. Although he has been impressed with the program thus far, he does agree that stronger parameters be put into place. Mayor Ganz stated that the CRA received a \$3.36 million grant that will go toward the Sawgrass to Seagrass

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

Project; thereafter, he thanked staff for their efforts. Lastly, he asked that staff provide the figures for the electric vehicle charging stations.

David Santucci, City Manager, said he does not have the figures at this time, but will provide them accordingly.

Commissioner Preston spoke in support of the Freebee program, as many use it to go to the grocery store or doctor appointments; nonetheless, if the program begins to negatively impact the community, he will no longer support it.

Commissioner Parness briefly commented on the importance of government assisting businesses.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 3, adopted Ordinance 2024/015. Roll Call:

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

PUBLIC COMMENT

Commissioner Parness left the meeting temporarily at 7:46 p.m. and returned at 7:49 p.m.

Karen Shelly, 190 Durham D, Deerfield Beach, thanked city staff for the Johnny Tigner Center grand opening ceremony. Thereafter, she asked for an update on the city manager recruitment process, and asked that candidate interviews be delayed until after the March 2025 election. Lastly, she asked how often the strategic plan is reviewed, and if the public will have any future input.

Justin Philipps, 402 SE 7th Avenue, Deerfield Beach, commented on the recent installation of his water meter, which has caused significant issues to his home; therefore, he asked that his claim be re-evaluated.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the SE 8th Avenue Drainage Project.

Commissioner Preston temporarily left the meeting at 8:12 p.m. and returned at 8:15 p.m.

Willie Rosetta Graham Bracy, 501 NW 1st Terrace, Deerfield Beach, commented on the recent flooding in her neighborhood. Further, she expressed concerns with boats going down her street and asked that they be directed down 3rd Avenue. Lastly, she commented on the amount of garbage left at the bus stop in front of the Fire Station on Hillsboro Boulevard, and spoke in support of the Braithwaite Center for Active Aging.

Dave March, 523 SE 12th Avenue, Deerfield Beach, asked for an update on the lifeguard stations, and expressed concerns with the AMI installation.

Dave Monks, 829 SE 16th Court, Deerfield Beach, said he is a new resident. Thereafter, he provided a brief overview of the time he spent in Deerfield Beach as a child, and CRA's being eliminated in California. Further, he spoke in support of what the City is doing, and agreed with waiting until after the March 2025 election to hire the City Manager.

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, said many people care about the suffering, so any assistance that can be provided is beneficial, i.e. Freebee.

David Santucci, City Manager, and Mayor Ganz answered questions/comments/concerns posed by the public.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for clarification on the increase in municipal prosecution services for Item 4.

Mayor Ganz closed the public hearing.

In response to Commissioner Hudak's question, Anthony Soroka, City Attorney, replied that the last time the fee by Weiss Serota Helfman Cole & Bierman, P.L. was increased was in 2016. Further, he said city staff anticipates additional services due to the new state law and appeals from speed zone camera citations; nonetheless, there is currently a significant increase in services from the municipal ordinance side, as well as cost recovery from city liens, which he briefly outlined.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Items 4 - 6 in concert. Roll Call:

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

Nays: 0

- 4. Resolution 2024/146 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the fee for municipal prosecution services by Weiss Serota Helfman Cole & Bierman, P.L.; providing for implementation, conflicts, and an effective date. (Funds from Account #001-3000-529-30-09 - Public Safety, Administration/Legal Services)**
- 5. Resolution 2024/147 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Lease Agreement with Broward County for the Percy White Library to extend the Lease Agreement for a five-year term; providing for execution, implementation, and an effective date.**
- 6. Resolution 2024/148 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Industrial Specialties, LLC, for a five-year term to furnish Wisprofloc N Polymer Chemicals in an annual amount not to exceed \$40,000.00 for the City's West Water Treatment Plant in accordance with Section 38-116(3)(c) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. (Funds from Account #401-5020-533-35-11 - Chemicals)**

DEPARTMENTAL BUSINESS

- 7. Resolution 2024/149 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Option No. _____ for the SE 15th Avenue Bridge Replacement Design; providing for implementation and an effective date. (Deferred from September 9, 2024)**

The Resolution was read by title only.

David Santucci, City Manager, stated that the survey was sent back out to the community with two options, whereby, the results were extremely close, with Option 2 winning by one vote. Thereafter, he briefly outlined the pros and cons of each option.

In response to Commissioner Hudak's question, Priscilla Cygielnik, Director of Environmental Services, replied that curb lining will be installed in lieu of the guardrail.

Mayor Ganz opened the public hearing.

The following individuals spoke in support of Option 2:

- **Dave March, 523 SE 12th Avenue, Deerfield Beach.**
- **Maria LoRicco, 1551 SE 12th Street, Deerfield Beach.**

DEPARTMENTAL BUSINESS - CONTINUED

- **Gary Mauck, 654 SE 15th Avenue, Deerfield Beach.**
- **Joel Barnes, 1628 SE 7th Street, Deerfield Beach.**
- **Dan Herz, 330 SE 19th Avenue, Deerfield Beach.**

Gwyndolen Clarke-Reed, 1430 SW 6th Avenue, Deerfield Beach, asked if the Director of Public Safety could provide input on the safety of both options.

John Slattery, 1455 SE 5th Place, Deerfield Beach, spoke in support of Option 2.

Mayor Ganz closed the public hearing

After a brief discussion, it was the consensus of the Commission to move forward with Option 2.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Option 2, adopted Resolution 2024/149. 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

Misinformation - David Santucci, City Manager, stated that the Code Compliance contract expires at the end of FY25 and the costs that were previously presented were based off an analysis completed by staff.

Highland Gardens II Apartments - Mr. Santucci said the power outage occurred last Sunday, and has since been restored. Thereafter, he thanked staff for their efforts, as well as the Highland Gardens Management Company.

CITY COMMISSION BUSINESS

- 8. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," TO CREATE DIVISION 4 "CHARTER REVIEW BOARD;" ESTABLISHING THE CHARTER REVIEW BOARD MEMBERSHIP, POWERS, AND DUTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Anthony Soroka, City Attorney, explained that the Ordinance creates the Charter Review Board and establishes the structure, which is proposed to consist of five regular members appointed by each elected official, including the Mayor, and then the Commission as a body would appoint two alternates to serve on the Board. The City Manager's Office and City Attorney would serve in an advisory capacity. Further, the Ordinance contemplates that appointments to the actual board be made by Resolution with the first board establishment and appointment occurring after the March 2025 municipal election, and no later than March 31, 2025 (s/b May 31, 2025). Mr. Soroka said the Board would convene and start the review process within two months of appointment. Thereafter, he provided a brief overview of the Board's responsibilities. Lastly, he said the term of the Board members is about a year, but could be extended at the Commission's discretion; nevertheless, once the Board is complete it would sunset and thereafter at a later date could be re-established by the City Commission.

In response to Commissioner Hudak's question, Mr. Soroka clarified that the later date would be May 31, 2025, not March 31, 2025.

CITY COMMISSION BUSINESS - CONTINUED

Commissioner Hudak requested that language be added to the Ordinance that the Board be established every 10 years.

Commissioner Preston said the majority of city advisory boards has a regular member and an alternate member that is appointed by each elected official, including the Mayor; therefore, he suggested that the composition be the same for this board.

Vice Mayor Drosky agreed with Commissioner Preston. Further, he is unsure it is necessary that it be outlined in writing that the Board be established every 10 years, as the Commission can review the Charter at any time; nevertheless, he is not fully opposed to the language.

Commissioner Parness agreed with Vice Mayor Drosky, as the Charter can be reviewed at any time, and any changes made, must first be brought to the voters. Further, he agreed with each elected official, including the Mayor appointing a regular member and alternate. Lastly, Commissioner Parness said the qualifications should be up to the appointing commissioner.

Commissioner Hudak said he has no issues with each elected official, including the Mayor appointing a regular member and alternate. Further, he spoke in support of including that the Board be established every 10 years, as it will allow residents an opportunity to review the Charter.

Commissioner Preston said although he understands Vice Mayor Drosky's stance, he spoke in support of adding the language into the Ordinance, as it allows some measure of dialog in the future.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in opposition of the proposed ordinance.

Karen Shelly, 190 Durham D, Deerfield Beach, spoke in support of the proposed ordinance and agreed with adding the 10-year review.

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

Gwyndolen Clarke-Reed, 1430 SW 6th Avenue, Deerfield Beach, spoke in support of the proposed ordinance.

Mayor Ganz closed the public hearing.

In response to Mayor Ganz's question, Mr. Soroka replied that the Charter was last reviewed in 2006.

Thereafter, Mayor Ganz provided a brief history of the review of the City Charter throughout the years, whereby, there have been times changes brought forward were politically driven; nonetheless, he does not feel that is the case at this time, and is unsure how to prevent it from happening in the future. Although, he does not mind adding language outlining that a review be done every 10 years, he does not want it to be mandatory. Thereafter, he spoke in support of the membership being made up of five regular and five alternate members, if that is the majority of the consensus of this commission.

In response to Commissioner Hudak's questions, Mr. Soroka replied that in lieu of making it a requirement, language can be added that the item be added to an agenda every 10 years for commission consideration. Further, he clarified that the motion will be amended to include each elected official, including the Mayor, will appoint one regular member and one alternate, and every 10 years after May 30, 2025 (s/b May 31, 2025) an item will be placed on an agenda for commission consideration.

In response to Vice Mayor Drosky's question, Mr. Soroka replied that a second reading will occur on October 15th.

CITY COMMISSION BUSINESS - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 8, as amended, on first reading. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, and Mayor Ganz
Nays: 1 - Vice Mayor Drosky

9. Resolution 2024/150 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the appointment of Horace McHugh as Interim City Manager, effective October 4, 2024; approving and authorizing execution of an employment agreement with Mr. McHugh for service as Interim City Manager; and providing for an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, briefly outlined the employment agreement.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 9, adopted Resolution 2024/150. Roll Call:

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

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER PRESTON****DISTRICT 2**

City Leadership - Commissioner Preston commented on meetings he's had with staff regarding city improvements, i.e. Johnny Tigner Community Center. Further, he commented on his meeting with the Deputy City Manager and Director of Public Safety regarding Narcan boxes. Thereafter, he thanked David Santucci, City Manager, for all he's done and suggested that the Commission allow Mr. Santucci to leave earlier than October 3rd and allow Horace McHugh, Deputy City Manager, to begin his duties as Interim City Manager.

Motion was made by Commissioner Preston, seconded by Commissioner Parness to allow Mr. Santucci to leave earlier than October 3rd.

Prior to the vote, and in response to Anthony Soroka's, City Attorney, question, Commissioner Preston replied that the motion is not to terminate the City Manager.

Mr. Soroka just wanted to clarify due to the language outlined in the City Manager's contract.

In response to Mr. Soroka's question, Commissioner Preston replied that he is just wondering if the City Manager is willing to leave earlier or resign at an earlier date, to allow the appointment of Horace McHugh, Deputy City Manager, to begin earlier.

Mr. Soroka stated that he just wants it to be clear for the record that the City Commission is not terminating Mr. Santucci. Further, the City Manager has a 60-day notice requirement outlined in his current contract, which is why October 3rd was originally chosen.

David Santucci, City Manager, said contractually, he is obligated to have his last day of employment be October 3rd, and he fully intends to do that at the Commission's will; nevertheless, if the Commission desires to end it earlier, he will accept, but cautioned the Commission as there are still things occurring this week that he should be a part of. Further, he may plan to use October 3rd as a vacation day.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Thereafter, there was a brief discussion amongst the Commission regarding allowing Mr. Santucci to leave earlier than October 3rd.

Mr. Santucci stated that he would be amenable to his last day of employment being Friday, September 27, 2024.

Mayor Ganz opened the public hearing.

The following individuals commented on the item:

- ***Dan Herz, 330 SE 19th Avenue, Deerfield Beach.***
- ***Joe Cummings, 267 Oakridge P, Deerfield Beach.***

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to allow Mr. Santucci to leave Friday, September 27, 2024. Roll Call:

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

The motion failed by a 2-3 vote.

Johnny Tigner Community Center Ribbon Cutting - Commissioner Preston said a ring was found at the ribbon cutting, and asked that the individual who lost it to call city hall or him directly. Thereafter, he commended staff for the event.

COMMISSIONER PARNESS**DISTRICT 3**

Voting - Commissioner Parness urged everyone to vote.

COMMISSIONER HUDAK**DISTRICT 1**

City Services/Accomplishments - Commissioner Hudak outlined various services the City provides, i.e. Braithwaite Center for Active Aging, Bezos Academy, Freebee, Sawgrass to Seagrass Center at Sullivan Park, etc. Thereafter, he thanked Kris Mory, Director of Economic Development, for the \$3.36 million grant that will assist with the Sawgrass to Seagrass Center.

Charter Review Committee - Commissioner Hudak reiterated that the Charter Review is for the residents, whereas, they will be making the decisions, not the Commission. Further, he said this commission is doing everything possible to better the City.

VICE MAYOR DROSKY**DISTRICT 4**

Florida League of Cities (FLC) Conference - Vice Mayor Drosky apologized for missing the Johnny Tigner event, as he was attending the FLC conference. Thereafter, he provided a brief overview of the event, which consisted of a roundtable session with the inhouse lobbyist for the FLC. He stated that the 2025 legislative session begins in January, and advised the Commission and public to stay vigilant as the attack on home rule will be coming back.

MAYOR GANZ

Bocce - Mayor Ganz suggested using the sand at the Bernard Adams Municipal Complex as a pilot program for Bocce.

Legislative Session - Mayor Ganz urged the public to contact their representatives in Tallahassee expressing their concerns with Airbnb's, etc.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Johnny Tigner Community Center - Mayor Ganz thanked staff for their efforts. Further, he thanked former commissioner Gloria Battle, as she was one of the elected officials that voted in the affirmative to move forward with the bond funds that allowed the City to move forward with Braithwaite Center for Active Aging, Tigner Center, etc.

Sawgrass to Seagrass Center - Mayor Ganz thanked staff for their efforts with the grant that was received.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 10:04 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



Meeting Minutes City Commission

Tuesday, October 1, 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

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - September 9, 2024

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness 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

Marine Advisory Board Meeting Minutes - June 20, 2024

Code Compliance Meeting Minutes - August 13, 2024

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

October 1, 2024

APPROVAL OF CITY COMMISSION AGENDA - CONTINUED

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

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

AWARDS & RECOGNITION**1. Proclamation presented to city staff in recognition of “Florida League of Cities Government Week.”**

Mayor Ganz presented a proclamation to Jonathan Salas, Director of Community Services, in recognition of Florida League of Cities Government Week.

2. Proclamation presented to the VoLo Foundation in recognition of “Florida Climate Week.”

Mayor Ganz presented a proclamation to Martin Maganiezin, VoLo Foundation, in recognition of Florida Climate Week.

Mr. Maganiezin thanked the Commission for the support.

3. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff and introduction of School Resource Deputies.

Captain Hofstein introduced the School Resource Deputies. Thereafter, he recognized various law enforcement staff for their ongoing efforts with keeping the community safe. Lastly, he recognized Mayor Ganz for his efforts in a situation that occurred, and was resolved because of his due diligence.

Mayor Ganz stated that this evening will be David Santucci's, City Manager, last meeting. Further, he said on behalf of the City of Deerfield Beach and the residents he represents, he wants to thank Mr. Santucci for his dedication and hard work he put in for the City. Although, he hates to see Mr. Santucci go, he wished him well in his future endeavors.

PUBLIC COMMENT

Samantha Whitehorne, Division Fire Chief, thanked David Santucci, City Manager, for everything he has done for her, and the Deerfield Beach Fire Rescue Department. Thereafter, she wished him success in his new endeavor.

Willie Rosetta Graham Bracy, 501 NW 1st Terrace, Deerfield Beach, thanked Mr. Santucci for everything he has done for her and the community.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Items 4 - 9 in concert. Roll Call:

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

4. **Resolution 2024/151 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Craig A. Smith & Associates, LLC, to provide professional engineering services for the 8th Avenue Area Stormwater Capital Improvement Project in an amount not to exceed \$118,070.00; providing for execution and an effective date. (Funds from Account #462-300-360-3800-000-53800-506530 - Stormwater Capital Fund/CIP - Infrastructure)**
5. **Resolution 2024/152 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals for wholesale compressed natural gas; authorizing the issuance of a purchase order to Interconn Resources, LLC, the lowest priced responsive and responsible bidder, for CNG for a one-year term; providing for implementation and an effective date. (Funds from Account #450-340-34000-0000-503812 - Compressed Natural Gas)**
6. **Resolution 2024/153 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #24-19-VP for tire services and mounted wheel program on an as-needed basis to Earl W. Colvard, Inc. d/b/a Boulevard Tire Center in an annual amount not to exceed \$200,000.00; authorizing execution of a contract with Boulevard Tire Center for a three-year term, with the option to renew for an additional two-year term; and providing an effective date. (Funds from Account #450-340-34000-0000-503807 - Solid Waste/Recycle Tires)**
7. **Resolution 2024/154 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JA125-06-2025 with the Areawide Council on Aging of Broward County, Inc., for the Older Americans Act Program in an amount not to exceed \$192,840.00 and a city matching fund contribution of \$83,791.23 for a total program funding of \$276,631.23; authorizing execution of the Contract; providing for implementation and an effective date. (Funds from Account #100-000-640-0000-33169-331698 - General Fund/Senior Citizens Grant & Account #100-000-640-0000-33169-331699 - General Fund/Title III E Federal Grant)**
8. **Resolution 2024/155 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the term of the Agreement for Phase II of the City Hall Wind Retrofit and Drainage Project to February 28, 2025 and accept an increase of the grant award amount for a total grant amount of \$2,005,676.58; authorizing execution of the Amendment; and providing for an effective date. (Funds from Account #358-5060-519-61-12 - City Hall Bond)**
9. **Resolution 2024/156 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to extend the term of the agreement to September 30, 2025; authorizing execution of the Third Amendment; providing for implementation and an effective date. (Funds from Account #100-640-00000-0000-366520 - General Fund/Deerfield Express)**

DEPARTMENTAL BUSINESS

10. **Resolution 2024/157 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the fiscal year 2024 Community Project Funding Grant Administered by the U.S. Department of Housing and Urban Development (HUD) for the Martin Luther King, Jr. Avenue Stormwater Project in the amount of \$1,500,000.00; approving and authorizing execution of a grant agreement with HUD and any and all other required documents for the Grant; providing for implementation and an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, commended staff for securing the funding. Thereafter, he provided a brief overview of the item.

DEPARTMENTAL BUSINESS - CONTINUED

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2024/157. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

City Manager Recognition - Anthony Soroka, City Attorney, said it's been a privilege to work with David Santucci, City Manager, and wished him all the best in his future endeavors.

CITY MANAGER

Charging Stations - Mr. Santucci said they were installed at the beach at no cost to the City; nonetheless, the average annual electric costs for the charging stations are about \$10,000/year. Thereafter, he briefly outlined the agreement with FP&L.

Marine Advisory Board - Mr. Santucci said the Board recently sent a letter to the Florida Fish and Wildlife Conservation (FLC) regarding the implementation of a slow speed wake zone in the intracoastal waterway.

Thank You - Mr. Santucci said he is thankful for the experience he has had in Deerfield Beach and the relationships he's formed. Thereafter, he wished everyone well.

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

City Manager Recognition - Commissioner Hudak thanked David Santucci, City Manager, for all his support and help, and stated that he will be missed.

COMMISSIONER PRESTON**DISTRICT 2**

Johnny Tigner Community Center - Commissioner Preston said he is still receiving an overwhelming number of calls regarding the center, and thanked everyone involved for their efforts, as it has already begun to lift the City in numerous ways.

City Manager Recognition - Commissioner Preston thanked Mr. Santucci for his leadership, as many things were able to be accomplished. Thereafter, he wished him nothing but the best.

COMMISSIONER PARNES**DISTRICT 3**

City Manager Recognition - Commissioner Parness thanked Mr. Santucci for everything he's done. Thereafter, he said he hopes Mr. Santucci stays in touch and wished him and his family nothing but the best.

VICE MAYOR DROSKY**DISTRICT 4**

Hurricane Helene - Vice Mayor Drosky commented on the devastation in north Florida, Georgia, and North Carolina. Thereafter, he urged those who can help to donate anything they can to the relief agencies.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

City Manager Recognition - Vice Mayor Drosky thanked Mr. Santucci for the fantastic job he has done here in the City of Deerfield Beach.

MAYOR GANZ

Accolades - Mayor Ganz thanked the Broward Sheriff's Office, as well as the teams that have gone up to the Panhandle to provide assistance. Further, he recognized Ricky Huntley, former city employee, as his son stepped in as quarterback last night for the Miami Dolphins. Thereafter, he thanked Captain Hofstein for the proactive approach with traffic enforcement.

City Manager Recognition - Mayor Ganz thanked Mr. Santucci for his dedication to the City of Deerfield Beach, as he will be missed.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 7:44 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

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
August 15, 2024**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:11 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll Call:

Present: Tinka Ellington
Jack Hugentugler
Joseph Cummings, Vice Chair
Harry Belton, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Melissa Torres, Assistant Planner
Anthony Soroka, City Attorney - via phone
Samantha Charlemont, Assistant City Clerk

Absent: Jason Leet
Janelle Richards, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Cummings made a motion, seconded by Mr. Hugentugler to approve the July 24, 2024 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7153 Red Crab Seafood & Grill
3887 W Hillsboro Blvd
Paint Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Ariday Sosa, representing the applicant, explained that the proposed changes include a paint change.

Thereafter, there was a brief discussion regarding the existing paint on the building, which is red and yellow and the newly selected paint colors.

Ms. Ellington made a motion, seconded by Mr. Hugentugler to approve Item #7153 as submitted. The motion CARRIED by unanimous vote.

**#7149 Embassy Suites
950 SE 20th Ave
Awning Material Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Anthony Soroka, City Attorney, arrived via phone at 7:15 p.m.

Rolando Noriega, representing the applicant, explained that the proposed changes include the installation of two complete awnings.

Thereafter, there was a brief discussion regarding the color selection not matching the previous approved building colors.

Mr. Noriega provided a catalog of other colors to the Board.

Mr. Hugentugler made a motion, seconded by Vice Chair Cummings to approve Item #7149 with the stipulation to select colors Dark Blue 502B2-50673C or Steel Blue 502B2-5050676C. The motion CARRIED by unanimous vote.

**#7144 Rivertowne Square
3200 N Federal Highway
Master Sign Plan**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Glen Welden, representing the applicant, explained that the proposed changes include a master sign plan, which provides a uniform set of standards. He explained that logo symbols will be permitted but must be trademarked or registered on the State or Federal level.

Thereafter, there was a brief discussion regarding the current tenant signage and the proposed options for new tenants.

Ms. Ellington made a motion, seconded by Vice Chair Cummings to approve Item #7144 as submitted. The motion CARRIED by unanimous vote.

**#7148 3317 – 3321 W. Hillsboro Blvd
3317 – 3321 W. Hillsboro Blvd
Master Sign Plan**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Glen Welden, representing the applicant, explained that the proposed changes include a master sign plan, which provides a uniform set of standards.

Thereafter, there was a brief discussion regarding the current tenant signage and the proposed options for new tenants.

Mr. Hugentugler made a motion, seconded by Vice Chair Cummings to approve Item #7148 as submitted. The motion CARRIED by unanimous vote.

**#7154 T-Mobile Telecom Equipment
1536 SE 15th Court
Minor Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Paul Rajkumar, representing the applicant, explained that the proposed changes include the installation of

new antennas and equipment on the rooftop in a screened enclosure.

Thereafter, there was a brief discussion regarding the type of equipment that was being installed.

Vice Chair Cummings made a motion, seconded by Mr. Hugentugler to approve Item #7154 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said there will be a meeting on August 29, 2024.

Vice Chair Cummings suggested that a streetscape program be implemented for the medians.

ADJOURNMENT

Vice Chair Cummings made a motion, seconded by Mr. Hugentugler to adjourn the meeting at 7:56 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
August 29, 2024**

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

Roll Call:

Present: Jason Leet
Janelle Richards, Alternate
Joseph Cummings, Vice Chair
Harry Belton, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Bonnie Jacobson, Senior Planner
Emily Cortez, Planner I
Debra Reese, Assistant City Attorney
Heather Montemayor, City Clerk

Absent: Tinka Ellington
Jack Hugentugler

NEW & DEFERRED ITEMS

**#7141 Powerline Business Park
4100 North Powerline Road, Suite H-1
Master Sign Plan & Paint Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Bobby Krueger, representing the applicant, said the plans have been updated based on comments provided at the June 26, 2024 meeting regarding the building paint around the entrances and top of buildings.

Vice Chair Cummings suggested to use the anti-mold paint for the project.

Vice Chair Cummings made a motion, seconded by Ms. Richards to approve Item #7141 as submitted. The motion CARRIED by unanimous vote.

**#7142 1098 E Hillsboro Blvd
1090 & 1098 E Hillsboro Blvd
Minor Site Plan & Paint Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Terry Williams, representing the applicant, explained that the proposed changes include landscape and paint changes for two exterior buildings.

Thereafter, there was a brief discussion regarding the existing paint on the building and the newly selected paint colors which are light blue and white.

In response to board member questions, Daniel Mantell, Planning and Zoning Manager, replied that in addition to the landscape and paint change, the applicant is restriping and proposing a dumpster enclosure on the south side with a six-foot vinyl fence. Further, he said the proposed signage will be brought before the Board for consideration.

Vice Chair Cummings made a motion, seconded by Mr. Leet to approve Item #7142 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the September 11, 2024 meeting will be cancelled.

Vice Chair Cummings suggested implementing a streetscape program for the medians and removing the four-story height requirement in the Cove Overlay District.

After a brief discussion, city staff advised Vice Chair Cummings to bring his suggestions to the City Commission.

ADJOURNMENT

Vice Chair Cummings made a motion, seconded by Ms. Richards to adjourn the meeting at 7:26 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



**City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, July 11, 2024
Hillsboro Technology Center | 50 Hillsboro Technology Drive**

CALL TO ORDER/ROLL CALL

Chair Strowbridge called the meeting to order on the above date at 6:47 p.m.

Present: Chair Lawanna Strowbridge
Annette Mitchell
Tavaris Hill

Also Present: Carolyn Marshall, Manager I of Community Events
Lauren Goas, Administrator of Special Events & Athletics
Greg Warren, Director of Parks and Recreation
Milton Collins, City Attorney's Office

Approval of June 13, 2024, Minutes

Mr. Hill made a motion, seconded by Ms. Mitchell, to approve the minutes as submitted. The motion passed unanimously.

JUNETEENTH DISCUSSION

Lauren Goas, Administrator of Special Events & Athletics, provided the budget spreadsheet.

Ms. Mitchell said the event went well, but suggested purchasing more giveaways and selling hats, shirts, sunglasses, keychains, and bags. Furthermore, she stated that board members need to be relieved for breaks, stage decorations need to be added, there should be a golf cart specifically allocated for the Board, and suggested exploring the idea of making Juneteenth a two-day event, with a banquet on day one and a community day on day two. Ms. Mitchell expressed concerns with vendors arriving late, as it was unprofessional. Lastly, she invited the food vendor who canceled the meeting, but unfortunately, they did not attend.

Ms. Strowbridge provided positive feedback for Juneteenth and suggested making the family tents bigger and with a better view of the stage, in front of the concession area.

Mr. Hill agreed with the Board's statements. Thereafter, he stated that the stage was in the incorrect location, the sound was of poor quality and too low, additional volunteers are needed, the Board needs radios and their cooler ran out of ice, , the Elected Officials should go on stage later in the event, and additional radio marketing is needed. He said his family was unaware of the family reunion tents.

Staff reminded the Board that part of their function is communicating directly with the community.

In response to Mr. Hill's question, Milton Collins, City Attorney's Office, provided a brief overview of the Sunshine Law.

Staff briefly provided feedback on the Board's concerns and suggestions.

CLOSING FROM THE STAFF

Carolyn Marshall, Manager I of Community Events, asked that the members bring ideas for MLK DAY to the next meeting. Thereafter, she stated that she will email those not in attendance.

Lauren Goas, Administrator of Special Events & Athletics, reminded the Board of the importance of them providing constructive feedback to staff to enhance the events.

CLOSING FROM THE BOARD

None.

COMMENTS FROM THE PUBLIC

None.

COMMENTS FROM THE ATTORNEY

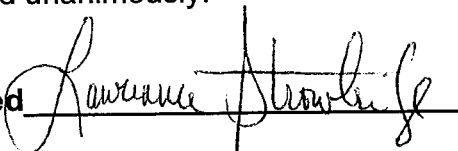
Milton Collins, City Attorney's Office, said he will provide Sunshine Law training for the next meeting.

NEXT MEETING

September 12, 2024

ADJOURNMENT

Mr. Hill made a motion, seconded by Ms. Mitchell, to adjourn the meeting at 8:02 p.m. The motion passed unanimously.

Minutes Approved  Date 09/12/2024



Regular City Commission Meeting - October 15, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, October 15, 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 October 15, 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 October 15, 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 October 15, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/85148793360?pwd=6P0F0Ahr7sWnWCmo9h8YUJ7A5lrax5.1>
 - 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: 851 4879 3360#, Participant ID: #, Passcode: 569750#

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 October 15, 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. 24-520

Agenda Date: 10/15/2024

Status: PRESENTATIONS

In Control: City Commission

Title

Presentation on the status of the FY2024 initiatives and considerations.

Background/History

At their meeting of September 23, 2024, the City Commission adopted the final budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025. The preparation for the delivery of this budget involved a careful review of the initiatives and considerations from the FY2024 budget, and this presentation will serve as an overview of the status of these activities. This summary of performance will provide useful information for current and future planning, foster a citywide sense of achievement, and renew commitment for the work that lies ahead.

Current Activity

This presentation will serve as a dashboard to provide a quick status overview of the FY2024 accomplishments and is separated into capital projects and departmental initiatives. Of the projects identified, approximately 12% have been completed, 78% are ongoing/in progress, and 10% have been delayed/discontinued. For the departmental initiatives and considerations identified, approximately 38% have been completed, 64% are ongoing/in progress, and some 6% have been delayed/discontinued.

Recommendation



Face Sheet File Number: I.D. 2024-525

Agenda Date: 10/15/2024

Status: PRESENTATIONS

In Control: City Commission

Title

Presentation regarding the Downtown Deerfield Redevelopment Masterplan.

Background/History

In April, staff made a presentation to City Commission regarding the Strategic Vision for the Downtown Deerfield portion of the Pioneer Grove Local Activity Center. The presentation reviewed the planning process to date, documented how the three main City properties in the downtown area were not meeting current functional, space and quality of life needs. It focused on the City's desire to create a redevelopment concept for a Town Center type of complex that would not only serve existing municipal and recreational functions, but create a destination/activity center including a livable and walkable downtown, retail stores, restaurants, parking, open green space and recreation functions. The project would serve as a catalyst for expanded redevelopment and activate the Central City area while fulfilling important community functions.

The presentation resulted in the City conducting a municipal spaces needs study for City Hall, collect community input on its vision for the downtown area and begin to create redevelopment concepts.

Colliers International completed the space needs study for City Hall and determined that the current facility is approximately 50% short of the square footage necessary to meet current and future needs. The firm also opined that a new City Hall facility would be more cost effective than investing in renovating and adding to the existing structure.

The City began to collect public input through a widely distributed survey. More than 800 surveys were received and summarized. The City also asked the Urban Land Institute (ULI) to convene a Technical Advisory Panel (TAP) in June to collect additional public input, study and make recommendations for the redevelopment of the northernmost portion of the Pioneer Grove Local Activity. Public input focused most heavily on Pioneer Park and the desire to maintain a family-friendly park facility at this location. Very little consideration was given to the future needs of the City Hall Complex and almost no discussion centered around the highest and best use of the BSO Headquarters site. The main takeaways from the ULI TAP were the need for additional public input and the recommendation to create a master plan for the area.

The City is currently taking a multi-faceted approach to planning for the future. The Planning Department has already laid much of the foundation for this part of the City by creating the Pioneer Grove Local Activity Center. Several plans and initiatives are in place to promote pedestrian safety and a multi-mobility approach to local transportation systems. Planning will also be heading up a Public Arts Master Plan in Fiscal Year 2025. The Public Safety Department is undertaking a 50-year Public Safety Master Plan. The Department of Parks and Recreation is working on a Parks and Recreation Master Plan. The Department of Economic Development is implementing many of ULI's recommendations contained in the Central City TAP Study. Now, the information gathered as part of this multi-disciplinary planning effort is coming together as a series of action steps for the City to

continue to pursue its vision for the community. The Master Plan for Downtown Deerfield is the first of many projects where these plans will intersect to serve a multiplicity of public needs.

Current Activity

Staff will present City Commission with a proposed process for moving this project forward. The process will include collecting additional public input, public meetings for the careful consideration of solutions that are the highest and best match with community expectations and needs, and the creation of a process to achieve community goals. Staff is recommending a two step process where the community will create a master plan for the study area and later the City will create an implementation strategy. Based on best practices from other communities that have successfully implemented Town Center projects, marketing of the project and the City's vision for Downtown Deerfield will be an ongoing activity throughout the process.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-552

Agenda Date: 10/15/2024

Status: PUBLIC HEARINGS – FIRST
READING

In Control: City Commission

Title

P.H. 2025-001: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set second public hearing for November 6, 2024

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Attached is the annual update of the five-year schedule of Capital Improvements for the next five years (FY 2025 - FY 2029) for the City's Capital Improvement Element (CIE) of the Comprehensive Plan. Florida State Statutes requires that each municipality update their Capital Improvement Element to reflect changes made to the Capital Improvement Plan, which was adopted by the City Commission on September 23, 2024. This document shows planned capital improvement projects for the next five years, whether they are funded or not.

No new information is provided in this document. All data collected is from the adopted Capital Improvement Plan. Approving this item does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five-year plan and the current five-year plan. These changes are shown in Table 10.2 - Five Year Schedule for Capital Improvements for FY 2025-2029 and Table 10.4 - Five Year Schedule of Capital Improvements Summary by Functional Category 2025-2029. Additional changes in this section consist of numerical updates to each fund's revenue source.

Upon approval, the CIE will be sent to the Florida Department of Economic Opportunity for review.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT (“CIE”) IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT “A”; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3177(3)(b), Florida Statutes, provides that the CIE must be reviewed on an annual basis and modified to update the five-year schedule of capital improvements, which may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, the purpose of the CIE and schedule is to identify capital improvements needed to implement the Comprehensive Plan and ensure adopted Level of Service Standards are achieved and maintained for concurrency related facilities; and

WHEREAS, Table 10.2 of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan sets forth a “Five Year Schedule of Capital Improvements”; and

WHEREAS, Table 10.4 sets forth the Five-Year Schedule of Capital Improvements Summary by Functional Category for Fiscal Years 2025-2029; and

WHEREAS, the Department of Planning and Development Services has prepared the required five-year schedule in accordance with the standards and requirements set forth in Section 163.3177, Florida Statutes; and

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing on October 10, 2024, to review the proposed updated five-year schedule for Fiscal Years 2025-2029 and has forwarded a recommendation of approval to the City Commission; and

WHEREAS, the City Commission, after review of the recommendations of the staff, the Local Planning Agency, comments made at the public hearing, and careful consideration of the issues, finds that the proposed update to the five-year schedule of capital improvements and the associated tables for Fiscal Years 2025-2029 is in the best interest of the health, safety, and welfare of the citizens of the City of Deerfield Beach.

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

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. That Table 10.2 “Five Year Schedule of Capital Improvements” of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan for Fiscal Years 2025-2029 is hereby updated and adopted in compliance with Section 163.3177, Florida Statutes, as more specifically set forth in the attached Exhibit “A.”

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

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. 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



Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY2025-FY2029

VOLUME 10.0



**CAPITAL IMPROVEMENTS ELEMENT
OF THE
DEERFIELD BEACH COMPREHENSIVE PLAN**

**Adopted November 6, 2024
Revised Capital Improvement Plan FY25-FY29**

Prepared by the
City of Deerfield Beach

In compliance with the Local Government Comprehensive Planning and
Land Development Regulation Act and Florida State Statute Chapter 163

CITY OF DEERFIELD BEACH

City Commission

Bill Ganz, Mayor
Todd Drosky – Vice Mayor
Michael Hudak – District 1
Ben Preston – District 2
Bernie Parness – District 3

Office of the City Manager

Horace McHugh, Interim City Manager

Office of the City Attorney

Anthony Soroka, City Attorney

Planning and Zoning Board

Thomas Plaut, Chairman
Brian Bennett, Vice Chairman
Michelle Balaun
William Lane
Bridgette Beckford
Alternates:
David Kurlander
Joe Chancy
Kanthiah E. Chandran
Daniel Shanetsky

Planning and Development Services

Eric Power, Director
Christopher Suneson, Assistant Director
Daniel Mantell, Planning and Zoning Manager
Bonnie Jacobson, Senior Planner
Rafaela Thermidor, Planner II
Emily Cortez, Planner I
Melissa Torres, Assistant Planner

Financial Services

Oleg Gorokhovskiy, Chief Financial Officer

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10.0 CAPITAL IMPROVEMENTS ELEMENT

10.1 INTRODUCTION

The Florida legislature mandated that local governments plan for the availability of public facilities and services to support development concurrent with the impact of such development. Consequently, the Capital Improvements Element (CIE) and Schedule of Improvements has become the “cornerstone” of achieving this mandate. The purpose of the CIE is to: 1) identify the capital improvements that are needed to implement the Plan; 2) ensure that adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities (sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, including mass transit; 3) estimate the costs of improvements for which local government has fiscal responsibility; 4) analyze the fiscal capability of the local government to finance and construct improvements; and 5) adopt financial policies to guide the funding and construction of improvements. The CIE must demonstrate the economic feasibility and fiscal responsibility of the comprehensive plan.

10.2 GOALS, OBJECTIVES AND POLICIES

Consistent with Florida Statute 163.3177 (3)(a), the purpose of the Capital Improvements Element (CIE) is to:

1. Consider the need for and the location of public facilities in order to encourage the efficient use of such facilities.
2. Outline principles for public facilities construction, extension, capacity increase, and deficiency correction over at least a 5-year period.
3. Estimate public facility costs, including the identification of when facilities will be needed, the general location of facilities, and projected funding sources.
4. Ensure the availability and adequacy of public facilities to meet established levels of service.
5. Establish a schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility.
6. Identify as funded or unfunded and prioritize, any projects required to achieve and maintain adopted level-of-service standards.
7. Identify transportation improvements included in the applicable metropolitan planning organization’s transportation improvement program to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.
8. Coordinate the capital improvements schedule with the Broward Metropolitan Planning Organization’s Long-Range Transportation Plan.

Pursuant to Florida Statute, the CIE must be reviewed annually. Modifications that update the 5-year capital improvement schedule may be accomplished by ordinance and are not considered amendments to the comprehensive plan.

10.2.1 Capital Improvements Goals, Objectives and Policies

GOAL CIE 1.0: The City will provide, in a timely and cost-effective manner, whatever public facilities are necessary within its jurisdiction to meet the adopted level of service standards established by the comprehensive plan.

Objective CIE 1.1: Capital improvements will be provided as a means to meet existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the Five-Year Schedule of Improvements.

Policy CIE 1.1.1: The City shall include all projects identified in the other elements of this plan and having a cost of at least \$25,000, as capital improvement projects within the Five-Year Schedule of Improvements of this element.

Policy CIE 1.1.2: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the Five-Year Schedule of Improvements which are meant to correct existing deficiencies.

Policy CIE 1.1.3: The City Manager, in conjunction with the annual updating of the Five-Year Capital Improvement Program and the Five-Year Schedule of Improvements, shall evaluate proposed projects and make recommendations to the City Commission based on the following criteria.

- a) the project will maintain appropriate level of service standards,
- b) the project preserves and protects, public health and safety, fulfills the city's legal commitment to provide facilities and services, or achieves full use of existing facilities.
- c) the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides service to developed areas lacking full service.
- d) the project is financially feasible, in terms of both capital and operational costs, and represents a logical extension of existing facilities and services.
- e) the project is consistent with County plans and the plans of other agencies.

Policy CIE 1.1.4: The Capital Improvements Element shall be updated on an annual basis per the requirements of Section 163.3177(3)(b), F.S.

Policy CIE 1.1.5: Continue implementation of approved master plans as outlined within the Transportation, Recreation and Utility Elements.

Policy CIE 1.1.6: The City shall continue to provide for the availability of public facilities and services needed to support previously approved and new development concurrent with the impact of such development.

Objective CIE 1.2: Public expenditures that subsidize development in coastal high hazard areas (CHHA) will be limited to those improvements, if any, included in the Coastal Management Element.

Policy CIE 1.2.1: The City shall expend funds in high hazard coastal areas for the replacement and renewal of existing public facilities, but will not encourage the development of additional public facilities, unless those facilities will increase public safety and the ability to evacuate the coastal area when necessary.

Policy CIE 1.2.2: The City shall continue to provide or require provision of public recreational facilities and parking within the high hazard coastal areas.

Policy CIE 1.2.3: Appropriations for infrastructure shall be made only to maintain existing infrastructure within CHHA unless LOS standards are not being met.

Objective CIE 1.3: Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards.

Policy CIE 1.3.1: The City will explore various impact fees which have proven successful in other jurisdictions and will consider their adoption if they appear to be reasonable and can be administered in a cost effective and equitable manner. Such impact fees will be used to assess new developments a pro rata share of the costs necessary to finance public facility improvements necessitated by said developments in order to adequately maintain adopted level of service standards.

Policy CIE 1.3.2: Bond funding alternatives will be evaluated for all projects to ensure that the future population shares in construction costs.

Objective CIE 1.4: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy CIE 1.4.1: Prior to the issuance of certificates of occupancy, the City shall provide for all public facilities needed to serve development for which development orders were previously issued.

Policy CIE 1.4.2: General obligation bonds, backed by the full faith and credit of the City, shall be issued only if all general obligation bonds outstanding at the time together with the amounts of bonds proposed to be issued does not exceed two percent (2%) of the assessed valuation of taxable property.

Policy CIE 1.4.3: The annual adoption of a Five-Year Capital Improvement Program shall be an integral part of the City's annual budgeting process.

Policy CIE 1.4.4: The City shall account for its water and sewer and solid waste operations through the use of enterprise funds.

Policy CIE 1.4.5: The water and sewer and solid waste operations shall be fully supported by their respective rate structures.

Policy CIE 1.4.6: The City shall attempt to keep its year-end general fund balance at a level equal ten percent (10%) (for unassigned fund balance) and five percent (5%) (for committed fund balance) of the total general fund expenditures and transfers for that year.

Policy CIE 1.4.7: Efforts shall be made to secure grants or private funds whenever available to finance the provision of capital improvements.

Policy CIE 1.4.8: The City shall use its fiscal policies to direct its capital expenditures toward improvements which recognize the policies established within the other elements of this comprehensive plan.

Objective CIE 1.5: Decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed. Such land use decisions will be coordinated with the Five-Year Schedule of Capital Improvements which is designed to maintain the adopted level of service standards.

Policy CIE 1.5.1: The City shall use the following level of service standards in reviewing the impacts of new development and redevelopment upon public facilities:

- **Sanitary Sewer Wastewater Treatment:** The LOS standard for the City's service area shall be 126 gallons average annual daily flow per capita of permanent populations. Non-residential flows are included in this factor.

Wastewater treatment and disposal capacity for customers living in the-city, but served by the Broward County wastewater system are set by the county per their Comprehensive Plan.

- **Solid Waste:** The LOS for collection (including municipal solid waste and recyclables) is 5.4 lbs/capita/day. The LOS for solid waste disposal is 7.0 lbs/person/day.

- **Stormwater Management:** The level of service standards for drainage will be consistent with the regulations of the South Florida Water Management District (SFWMD), Broward County Water Resources Management Division (WRMD), and the Florida Building Code. The City has no additional drainage standards and abides by those of the WRMD and SFWMD. The application of level of service standards are based on regulatory systems set up by the SFWMD, Broward County and the City of Deerfield Beach. Together they assure that development orders are not issued unless necessary drainage facilities will be in place. These regulations include:
 - a) Drainage discharge quantity shall be determined from a three-day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.
 - b) First floor elevations in high risk areas shall be set at or above the 100-year storm flood elevation per the most recent Flood Rate Insurance Map.
 - c) Street elevations shall be set at or above the 10-year design storm flood elevation per the County's Flood Criteria Map.
 - d) Water quality shall be considered preserved when ½ inch of stormwater runoff is retained on-site or as required.

- **Potable Water:** The LOS for the City's service area is 175 gallons per capita per day (gpcd) for average annual residential service.

Potable water needs for customers who are within the City limits but served by the Broward County system is set by the county according to the Broward County Comprehensive Plan. The County's Level of Service (LOS) standard is an average day flow demand. The potable water average day demand is multiplied by a factor for each particular water district to determine the maximum day demand available for supply that is being requested. An analysis of available potable water capacity is then included prior to commitments to serve permitted undeveloped projects, as well as current customer usage.

- **Recreation and Open Space:** The City shall provide a minimum LOS of three (3) acres of community and/or regional parks within the city limits for every 1,000 permanent residents, including those areas annexed from Broward County. Recreational LOS acreage shall comply with the requirements outlined in the Broward County Comprehensive Plan.
- **Transportation Concurrency:** LOS standards for roadways shall be as follows:
 - a.) City collector roadways: LOS D for peak hour travel.
 - b.) State and county arterial roadways: Shall comply with the County's transit-oriented concurrency (TOC) standards for the Northeast District. Within the Northeast Concurrency District, the transportation LOS standard for the purpose of issuing development orders and permits are to achieve and maintain the following.
 - Increase transit ridership 10%
 - Provide 1.4 million fixed-route revenue service hours
 - Construct bus shelters at 1/3 of stop locations
 - Maintain average fleet age of 6 years or less
 - Maximum vehicular traffic volume 75% above LOS standard*
 - Ensure adequate transit maintenance infrastructure to accommodate fleet demand
 - Study and develop two additional intermodal transit centers
 - Increase fixed-route fleet by up to 15 vehicles to support new and expanded service
 - Procure up to 40 vehicles to support Community Bus operations."

The Northeast TCMA includes the following standards in addition to the Overall standards listed above.

- 30-minute peak hour headways on 70% of bus routes
- Maintain and enhance Northeast Transit Center

***Peak Hour Two-Way Maximum Service Volumes**

	State and County Roadways
Two-lane arterials	2,800
Four-lane arterials	6,265
Six-lane arterials	9,433
Eight-lane arterials	12,618

The Maximum Service Volumes are calculated from "Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas," published by the Florida Department of Transportation, as 75% above the volumes for Class IV State Two-Way Arterials, for Level of Service E, for the Eastern Core District; and as 75% above the volumes for Class II State Two-Way Arterials, for Level of Service D, for all other Districts.

[Note: Headway standards apply only to non-contract BCT routes].

c.) The transportation LOS standards for the purpose of long-range transportation planning are per the policies of the Broward County Transportation Element as noted below:

For roadway facilities included in the Strategic Intermodal System (SIS) or the Florida Intrastate Highway System (FIHS), the Generalized Peak Hour Two-way Level of Service Standard, established by the Florida Department of Transportation shall be per Table 10.1.

Table 10. 1 Long Range Transportation Planning LOS

Roadway	Roadway Segment	LOS Target
<i>SIS Corridors</i>		
Florida Turnpike & Homestead Ext.	Miami-Dade County line to Palm Beach County line	D
Interstate 95	Miami-Dade County Line to Palm Beach County line	D
Sawgrass Expressway	Interstate 75 to east of I-95 ramps via S.W. 10 th Street	D
<i>SIS Connectors</i>		
Deerfield Beach Amtrak/Tri-Rail Station	I-95 to Hillsboro Blvd Entrance	D
Pompano Beach Tri-Rail Station	I-95 to Sample Rd. to 8 th Ave. Entrance	D

The LOS letter designations are defined in FDOT's 2020 Quality/LOS handbook unless an alternative (as refined through identification mobility strategies) standard is agreed to in writing by FDOT

State law requires FDOT to develop a five-year work program which list all transportation projects and planned expenditures over the next five years. As a component of that plan, SIS project funding shall be in accordance with the FDOT five-year work program. The SIS Cost Feasibility Plan will be the primary source of SIS projects that are selected for inclusion in the work program. The financial feasibility of SIS and FIHS roadway projects are subject to Federal guidelines for use of Federal funds and their eligibility.

Based on policies of the Broward County Transportation Element, the County shall adopt a five-year County Transit Program (CTP) that is projected to achieve the LOS standards for Transportation Concurrency as stated above. The County Commission shall ensure that the CTP is a financially feasible plan. The CTP shall be updated annually. Any change in the County's LOS standard will require an amendment to the County's Transportation Element. The City of Deerfield Beach will modify its Transportation and CIE in accordance with any County's transportation concurrency amendments.

- **School Concurrency:** Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning (“TRILA”), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform district-wide LOS for public schools of the same type:
 1. School Type A is a bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of School Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
 2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

Policy CIE 1.5.2: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- a.) contribute to a condition of public hazard;
- b.) exacerbate any existing condition of public facility capacity deficits;
- c.) generate public facility demands that may be accommodated by capacity increases planned in the Five-Year Schedule of Improvements;
- d.) conform with future land uses as shown on the future land use map;
- e.) if public facilities are developer-provided, accommodate public facility demands based on adopted level of service standards;
- f.) if public facilities are provided, in part or in whole, by the City, demonstrate financial feasibility, subject to this element, and
- g.) affect State agencies’ and South Florida Water Management District’s facilities plans.

Objective CIE 1.6: The City, in coordination with the County and School Board shall ensure that public school facilities are available for current and future students consistent with available resources per the adopted level of service (LOS).

Policy CIE 1.6.1: Consistent with policies and procedures within the adopted Interlocal Agreement (ILA), the District Educational Facilities Plan (DEFP) shall contain a five (5) year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all Concurrency Service Areas (CSA). This financially feasible schedule shall be updated on an annual basis and adopted into the CIE.

Policy CIE 1.6.2: The adopted LOS shall be applied consistently by the City, County, and the School Board, district-wide to all schools of the same type.

Policy CIE 1.6.3: The School Board's DEFP, including the five-year schedule of capital improvements, as adopted and amended by the School Board is hereby adopted by reference into the CIE.

10.3 BASELINE DATA

10.3.1 Public Facilities Inventory

The analyses performed in the other comprehensive plan elements have identified facility improvements needed to meet the demands of existing and future development. The impacts of new or improved public educational and public health care systems and facilities on the provision of infrastructure were examined within these analyses.

10.3.1.1 Consistency with Other Comprehensive Plan Elements

The Utilities Element addresses sanitary sewer, solid waste, stormwater management, potable water, and natural groundwater aquifer recharge.

The Transportation Element describes streets, bikeways, pedestrian networks, and transit. The listed Broward County Transportation Improvement Program (TIP) projects are funded federal, state and county projects that support regional transit and long range transportation concurrency per LOS transportation standards.

The Recreation and Open Space explains that the City is meeting its level of service for parks.

The Future Land Use Element supports the facilities needs identified in the Utilities, Transportation, and Recreation and Open Space Elements. The other elements of the plan, Housing, Coastal Management, Conservation, Climate Resiliency, Property Rights, and Intergovernmental Coordination do not specifically identify any capital improvement needs.

10.3.1.2 Five Year Schedule of Capital Improvements

The Plan has identified facility improvements which are needed to meet the demands of existing and future development. Table 10.2 identifies those capital improvements which are required to meet level of service standards as defined in Policy CIE 1.5.1 and those projects that support the GOP's of the Plan for the next five fiscal years.

In 2020, the City performed an assessment of its Plan and its ability to meet the demands of growth on infrastructure, maintain level of service (LOS) standards, provide public services and facilities, concurrency management and financial feasibility throughout the 2040 planning period. The assessment concluded, that all LOS standards were being met and would continue to be met throughout the 2040 planning period. Potable LOS standards will be met throughout the planning period in concert with the regional water supply plan.

Table 10.2 Five Year Schedule of Capital Improvements FY 2025 - FY2029

**City of Deerfield Beach
General Capital Fund
Capital Expenditures by Category**

	FY25	FY26	FY27	FY28	FY29	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - General Unassigned Fund Balance	\$ 6,563,500	\$ 14,212,097	\$ 9,504,000	\$ 73,860,000	\$ 1,310,000	\$ 105,449,597
Transfer In - General Assigned Fund Balance	\$ 4,000,000					4,000,000
Transfer In - Solid Waste Unassigned Fund Balance	100,000	-	-	-	-	100,000
Transfer In-Road and Bridge Fund	3,720,000	200,000	200,000	200,000	-	4,320,000
Transfer In - Public Works Grants		2,773,090	-	1,500,000	-	4,273,090
Transfer In - Federal Grant Funding	3,617,460	-	-	-	-	3,617,460
Transfer In - State Grant Funding	-	3,800,000	-	-	-	3,800,000
Debt/Loan Proceeds	9,743,947	4,950,000	1,700,000	1,700,000	1,500,000	19,593,947
Lease/Purchase Proceeds	3,818,692	2,894,576	1,545,560	1,511,635	1,318,986	11,089,449
Total Revenues & Other Financing Sources	\$ 31,563,599	\$ 28,829,763	\$ 12,949,560	\$ 78,771,635	\$ 4,128,986	\$ 156,243,543
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Access Control Hardware	\$ 77,500	\$ -	\$ -	\$ -	\$ -	\$ 77,500
Air Pavilion at Oveta McKeithen Outside Basketball Crt	-	1,500,000	-	-	-	1,500,000
Artificial Reef	100,000	900,000	-	-	-	1,000,000
Beach Restrooms Renovation	30,000	140,000	120,000	120,000	120,000	530,000
CCC Building A - 2nd Floor	200,000	1,000,000	-	-	-	1,200,000
City Bridge Rehabilitation	-	2,500,000	-	-	-	2,500,000
City Hall Renovations - Hardening & Resiliency	150,000	-	-	-	-	150,000
Citywide Fence Replacement	60,000	30,000	-	-	-	90,000
Citywide Fitness Courts	160,000	160,000	160,000	-	-	480,000
Citywide Median Improvements	150,000	150,000	150,000	150,000	150,000	750,000
Citywide Park Lighting	350,000	200,000	200,000	-	-	750,000
Citywide Pavilions	440,000	350,000	200,000	200,000	250,000	1,440,000
Citywide Playgrounds	750,000	800,000	350,000	500,000	450,000	2,850,000
Citywide Restrooms	230,000	350,000	545,000	-	-	1,125,000
Citywide Street Lighting	400,000	400,000	400,000	400,000	-	1,600,000
Citywide Street Resurfacing	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Citywide Unified Key Management System	125,000	-	-	-	-	125,000
Constitution Park Community Center	-	5,800,000	200,000	-	-	6,000,000
Deerfield Beach Town Center	400,000	100,000	3,250,000	71,250,000	-	75,000,000
Demolition of SE 13 Ave Bridge Concrete Formwork	150,000	-	-	-	-	150,000
Dixie Highway Streetscape Improvements	-	564,000	-	-	-	564,000
Electric Chargers Pilot Project	58,000	-	99,000	-	-	157,000
ERP Implementation	3,659,582	-	-	-	-	3,659,582
FAU Research Park Blvd	10,000,000	1,000,000	-	-	-	11,000,000
FEC Fence (SE 10th St to Sample Road)	1,833,000	-	-	-	-	1,833,000
Johnie McKeithen Masterplan & Park Improvement	-	-	1,600,000	-	-	1,600,000
Joint Beach Renourishment	200,000	150,000	150,000	3,000,000	200,000	3,700,000
LAP Project 445529-1 City of Deerfield Beach	-	2,273,090	-	-	-	2,273,090
Mayo Howard Park Renovation	-	5,302,097	-	-	-	5,302,097
NE 3 Ave Safe Streets 4 All	4,521,825	-	-	-	-	4,521,825
Old School House Exterior Envelope Weatherproofing	20,000	76,000	-	-	-	96,000
Oveta McKeithen Football Field Lighting	275,000	-	-	-	-	275,000
Parking Lot Resurfacing	200,000	140,000	140,000	140,000	140,000	760,000
Pier Bait Shop Improvement	75,000	-	-	-	-	75,000
Pioneer Grove Corridor	1,000,000	-	-	-	-	1,000,000
Pioneer Park Dock, Rail and Piling	600,000	-	-	-	-	600,000
The Well Cultural Arts District	30,000	550,000	2,340,000	-	-	2,920,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 27,744,907	\$ 25,935,187	\$ 11,404,000	\$ 77,260,000	\$ 2,810,000	\$ 145,154,094

City of Deerfield Beach
General Capital Fund
Capital Expenditures by Category

	FY25	FY26	FY27	FY28	FY29	Total Budget
Equipment/Fleet						
Information Technology						
SUV	\$ -	\$ -	\$ -	\$ 83,529.00	\$ 43,017.00	\$ 126,546
Office of Public Safety:						
Fire Engine	-	1,500,000	-	-	-	1,500,000
Fire Platform	2,000,000	-	-	-	-	2,000,000
Fire Rescue Ambulance	350,000	350,000	350,000	350,000	350,000	1,750,000
Pickup Truck (Park Rangers)	-	-	-	140,967	-	140,967
Pickup Truck (Parking Authority)	-	-	46,989	-	-	46,989
SUV (Public Safety, Admin.)	-	40,548	-	-	47,593	88,141
Utility Terrain Vehicle (Ocean Rescue)	-	6,942	-	-	-	6,942
Sustainable Mangement:						
Auto - Car/Sedan	-	40,417	-	-	-	40,417
Fork Lift	-	-	-	58,833	64,128	122,961
Pickup Truck	59,764	-	-	-	-	59,764
Environmental Services:						
Cargo Van (Construction and Facilities Maint.)	-	-	112,270	57,819	59,553	229,642
Community Services:						
Auto - Car/Sedan	-	-	-	-	41,630	41,630
Passenger Bus	160,000	348,800	336,810	190,096	385,866	1,421,572
SUV	45,000	-	-	-	-	45,000
Parks & Recreation:						
All Terrain Vehicle	33,966	-	-	-	-	33,966
Backhoe (Parks Maintenance)	163,500	-	-	-	-	163,500
Box Truck (Special Events)	-	57,623	-	-	-	57,623
Cargo Van (Parks Maintenance)	-	-	-	57,819	59,553	117,372
Cargo Van (Special Events)	-	56,135	-	-	-	56,135
Dump Truck	-	-	-	-	212,072	212,072
Passenger Van (Aquatics)	65,913	-	-	-	-	65,913
Passenger Van (Parks Maintenance)	51,898	-	-	-	-	51,898
Passenger Van (Recreation)	-	56,567	-	-	-	56,567
Pickup Truck (Aquatics)	-	-	-	51,993	-	51,993
Pickup Truck (Cemetery)	-	50,011	-	-	-	50,011
Pickup Truck (Parks Maintenance)	145,581	126,205	364,765	292,665	55,574	984,790
Showmobile	500,000	-	-	-	-	500,000
Skid Steer	112,270	-	-	109,000	-	221,270
Surf Rake	-	73,924	-	76,142	-	150,066
SUV (Park and Rec, Admin)	-	40,548	-	-	-	40,548
SUV (Parks Maintenance)	-	39,240	-	42,772	-	82,012
Sweeper	-	-	280,387	-	-	280,387
Tractor	130,800	-	-	-	-	130,800
Utility Terrain Vehicle (Parks Maintenance)	-	17,585	54,339	-	-	71,924
Planning and Development:						
Auto - Car/Sedan	-	40,417	-	-	-	40,417
Pickup Truck	-	49,614	-	-	-	49,614
Total Equipment/Fleet	3,818,692	2,894,576	1,545,560	1,511,635	1,318,986	11,089,449
Total Expenditures & Other Financing Uses	\$ 31,563,599	\$ 28,829,763	\$ 12,949,560	\$ 78,771,635	\$ 4,128,986	\$ 156,243,543

City of Deerfield Beach
Utilities Capital Fund
Capital Expenditures by Category

	FY25	FY26	FY27	FY28	FY29	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Utilities Unassigned Fund Balance	\$ 2,061,875	\$ 1,084,993	\$ 312,329	\$ -	\$ -	\$ 3,459,197
Transfer In - Federal CDBG Funding	225,441	-	-	-	-	225,441
Lease/Purchase Proceeds	51,993	531,746	1,931,207	398,414	1,223,171	4,136,531
Loan Proceeds	3,361,993	23,414,658	239,171	1,380,000	-	28,395,822
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 5,701,302	\$ 25,031,397	\$ 2,482,707	\$ 1,778,414	\$ 1,223,171	\$ 36,216,991
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Advanced Metering Infrastructure (AMI)	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ 850,000
Chemical Line and Bulk Tank Replacement Project	-	4,800,000	-	480,000	-	5,280,000
East Water Treatment Plant Site Improvements	65,000	168,398	-	-	-	233,398
Infrastructure Rehabilitation and Replacement	254,616	262,254	270,122	-	-	786,992
Ion Exchange System	-	18,000,000	-	900,000	-	18,900,000
Nanofiltration Degasifier Media Replacement	42,436	546,364	-	-	-	588,800
Reverse Osmosis and Nano Filtration Sand Strainer Project	1,731,389	-	-	-	-	1,731,389
Reverse Osmosis- Degasifier & Scrubber Media Repl. & Sys. Rehab.	514,537	-	-	-	-	514,537
RO Element Replacement and Train Refurbishment	884,791	-	-	-	-	884,791
Transite Water Main Replacement Program	265,225	273,181	281,378	-	-	819,784
Water Main Replacement at East Water Treatment Plant	670,000	67,000	-	-	-	737,000
Well Generators and Variable Frequency Drive Replacement	371,315	382,454	-	-	-	753,769
TOTAL INFRASTRUCTURE PROJECTS	\$ 5,649,309	\$ 24,499,651	\$ 551,500	\$ 1,380,000	\$ -	\$ 32,080,460
Equipment/Fleet						
Backhoe	\$ -	\$ -	\$ -	\$ 179,850	\$ -	\$ 179,850
Box Truck	-	-	72,976	-	-	72,976
Cargo Van (Utilities, Admin./Engineering)	-	-	-	-	53,465	53,465
Cargo Van (Water Plant)	-	-	-	56,135	119,006	175,141
Dump Truck	-	-	231,000	-	-	231,000
Excavator	-	-	-	-	65,347	65,347
Forklift	-	-	-	-	62,417	62,417
Loader	-	-	-	-	522,655	522,655
Pickup Truck (Utilities Maintenance)	-	488,974	197,794	-	53,958	740,726
Pickup Truck (Utilities, Admin./Engineering)	-	-	-	-	194,760	194,760
Pickup Truck (Water Plant)	51,993	-	-	56,135	61,187	169,315
Sewer Truck	-	-	1,367,112	-	-	1,367,112
SUV (Utilities Maintenance)	-	-	45,850	-	-	45,850
SUV (Utilities, Admin./Engineering)	-	42,772	-	62,239	45,000	150,011
SUV (Water Plant)	-	-	-	44,055	45,376	89,431
Utility Terrain Vehicle (Water Plant)	-	-	16,475	-	-	16,475
TOTAL EQUIPMENT/FLEET	\$51,993	\$531,746	\$1,931,207	\$398,414	\$1,223,171	\$4,136,531
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 5,701,302	\$ 25,031,397	\$ 2,482,707	\$ 1,778,414	\$ 1,223,171	\$ 36,216,991

**City of Deerfield Beach
Solid Waste Capital Fund
Capital Expenditures by Category**

	FY25	FY26	FY27	FY28	FY29	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Solid Waste Unassigned Fund Balance	\$ 350,000	\$ 33,000	\$ 209,000	\$ -	\$ -	\$ 592,000
Lease/Purchase Proceeds	2,181,562	2,579,227	2,335,905	3,864,657	1,118,295	12,079,646
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 2,531,562	\$ 2,612,227	\$ 2,544,905	\$ 3,864,657	\$ 1,118,295	\$ 12,671,646
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Building Security	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
CCC 1st Floor Office Renovation	200,000	-	-	-	-	200,000
CNG Station Expansion	-	33,000	209,000	-	-	50,000
Fleet Garage Ventilation and Gas Detection System	50,000	-	-	-	-	242,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 350,000	\$ 33,000	\$ 209,000	\$ -	\$ -	\$ 592,000
<u>Equipment/Fleet</u>						
ASL Truck	\$ 1,033,064	\$ 920,156	\$ 947,875	\$ 1,562,391	\$ 1,072,842	\$ 5,536,328
Container Truck	-	-	-	163,500	-	163,500
Front Load Truck	552,870	569,456	586,540	1,208,274	-	2,917,140
Grapple Truck	-	772,638	-	409,846	-	1,182,484
Pickup Truck	49,763	-	54,242	45,453	45,453	194,911
Rear Load Truck	-	316,977	326,383	-	-	643,360
Roll Off Truck	420,865	-	420,865	433,493	-	1,275,223
Shred Trailer	125,000	-	-	-	-	125,000
SUV	-	-	-	41,700	-	41,700
TOTAL EQUIPMENT/FLEET	\$ 2,181,562	\$ 2,579,227	\$ 2,335,905	\$ 3,864,657	\$ 1,118,295	\$ 12,079,646
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 2,531,562	\$ 2,612,227	\$ 2,544,905	\$ 3,864,657	\$ 1,118,295	\$ 12,671,646

**City of Deerfield Beach
Stormwater Capital Fund
Capital Expenditures by Category**

	FY25	FY26	FY27	FY28	FY29	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Stormwater Unassigned Fund Balance	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
Transfer In - Community Housing Dev Grt	-	1,500,000	-	-	-	1,500,000
Loan Proceeds	-	4,100,000	-	-	-	4,100,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 400,000	\$ 6,000,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 7,600,000
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Citywide Stormwater Improvements	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
College Park Stormwater Capital Improvement	-	1,800,000	-	-	-	1,800,000
Martin Luther King Jr. Avenue Stormwater Improvement	-	3,800,000	-	-	-	3,800,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 400,000	\$ 6,000,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 7,600,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 400,000	\$ 6,000,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 7,600,000

City of Deerfield Beach
Road and Bridge Fund
Capital Expenditures by Category

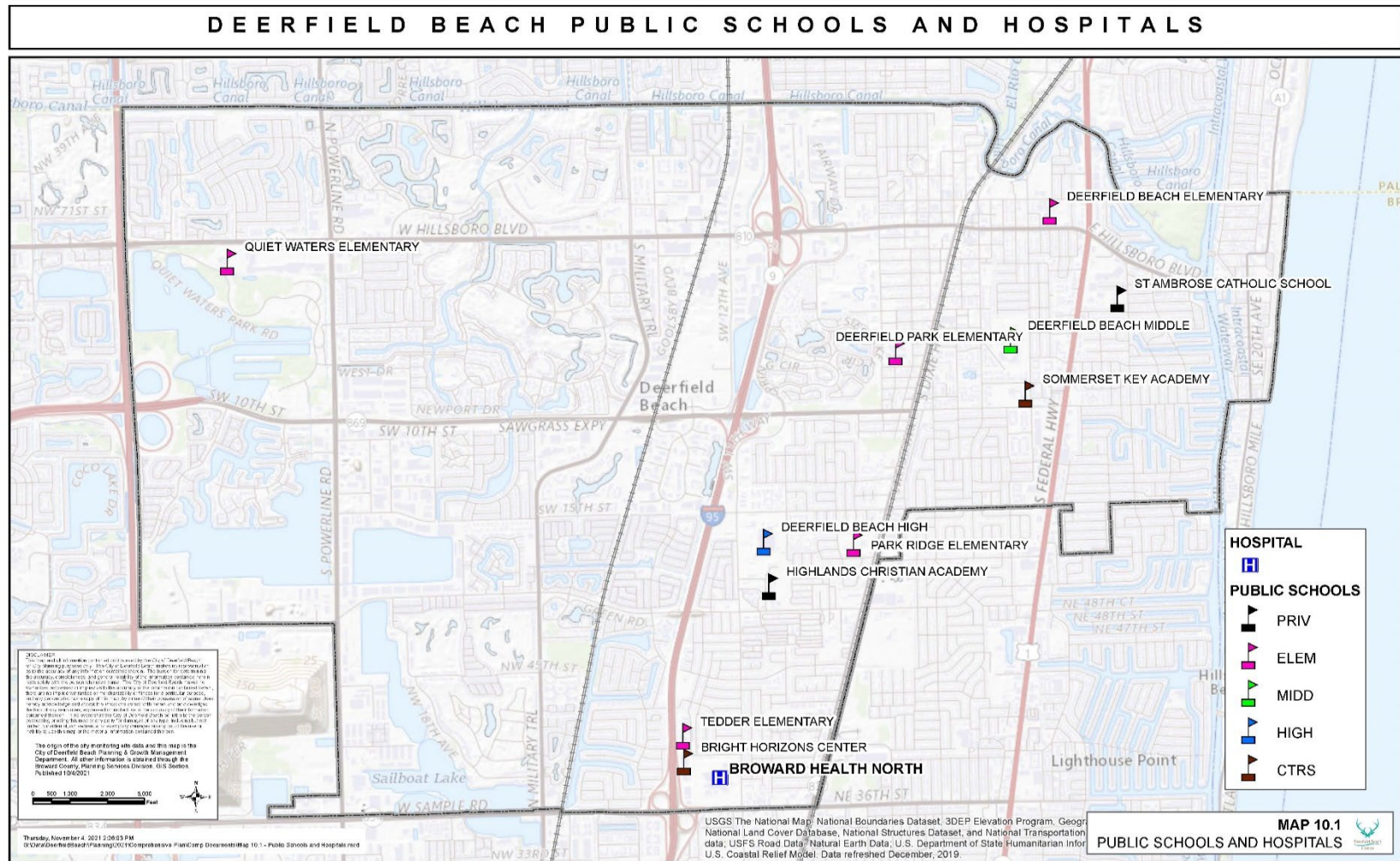
	FY25	FY26	FY27	FY28	FY29	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Lease/Purchase Proceeds	\$ 187,660	\$ 459,893	\$ 105,730	\$ 109,000	\$ 392,785	\$ 1,255,068
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 187,660	\$ 459,893	\$ 105,730	\$ 109,000	\$ 392,785	\$ 1,255,068
EXPENDITURES AND OTHER FINANCING USES						
<u>Equipment/Fleet</u>						
Dump Truck (Infrastructure Maint.)	\$ 187,660	\$ -	\$ -	\$ -	\$ -	\$ 187,660
Pickup Truck (Infrastructure Maint.)	-	-	-	-	103,986	103,986
Sewer Truck (Infrastructure Maint.)	-	459,893	-	-	-	459,893
Skid Steer	-	-	105,730	109,000	-	214,730
Sweeper	-	-	-	-	288,799	288,799
TOTAL EQUIPMENT/FLEET	\$ 187,660	\$ 459,893	\$ 105,730	\$ 109,000	\$ 392,785	\$ 1,255,068
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 187,660	\$ 459,893	\$ 105,730	\$ 109,000	\$ 392,785	\$ 1,255,068

City of Deerfield Beach
Community Redevelopment Agency Fund
Capital Expenditures by Category

	FY25	FY26	FY27	FY28	FY29	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Use of Fund Balance	\$ 6,200,000	\$ -	\$ -	\$ -	\$ -	\$ 6,200,000
Tax Increment	1,730,481	-	-	-	-	1,730,481
State Grant Funding	-	3,000,000	-	-	-	3,000,000
Loan Proceed (Carryforward)	2,000,000	-	-	-	-	2,000,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 9,930,481	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 12,930,481
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
S-Curve Utility Undergrounding & Streetscape	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
Sullivan Park (Sawgrass to Seagrass Center)	8,730,481	3,000,000	-	-	-	11,730,481
TOTAL INFRASTRUCTURE PROJECTS	\$ 9,930,481	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 12,930,481
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 9,930,481	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 12,930,481

10.3.1.3 Public Education and Public Health Systems Facilities

The geographic locations of all public schools and hospitals within the City’s jurisdiction are depicted on Map 10.1. Since the City is considered “built-out”, the Broward County School Board has not proposed any new school facility within the City for the next 5 years. The North Broward Hospital District includes the entire City as the regional public health facility. No new hospitals are expected to be built in the City. Both public schools and hospitals operate under their own taxing district and thus fund their own infrastructure needs. The City does not fund or operate any public school or hospital. The existing infrastructure to support schools and the hospital meet level of service standards. Impact fees for future expansion of these public facilities may be waived by the County.



Map 10-1 Public Schools and Hospitals

10.3.2 Revenue Resources and Funding Mechanisms

The City's five-year Capital Improvement Plan (CIP) is developed separately from the operating budget and is presented to the City Commission for approval on an annual basis. The Capital Projects Funds, which account for general capital improvements are financed from various governmental fund sources and are not accounted for in the operating budget. However, debt service on capital projects is included in the operating budget, (including debt service on new borrowings for capital projects based on the maximum amount authorized). Each year during the budgetary process the City Commission identifies priorities for the upcoming year, and approves funding based upon available levels of resources.

The City presently derives funds for capital improvements from the following primary sources: the general fund, road and bridge fund, solid waste enterprise fund, utilities enterprise fund, stormwater capital fund, general obligation/revenue bonds, Community Redevelopment Agency fund, and other sources of funding. These sources are described in greater detail below:

General Capital Fund - \$156,246,543

The General Fund represents 68.9% of the overall CIP funding over the next five years. A total of 37 General Fund projects have been identified. New infrastructure projects totaling \$27,744,907 and \$3,821,392 in Equipment/Fleet replacements have been scheduled in FY2025. \$2M (52%) of the Equipment/Fleet budget is for a new Fire Platform that is not expected for delivery until approximately 2028. Infrastructure improvements represent 63% of the costs estimated for total General Fund FY2025 CIP.

Utilities Capital Fund - \$36,216,991

The Utility Fund represents 16.0% of the FY25-FY29 CIP. The funding here is for ongoing rehabilitation of the City's water plant and laboratory facilities. The Utilities Fund has 12 infrastructure projects identified for FY25-29 totaling \$32M. \$5.6M is scheduled for FY2025. Equipment and fleet total \$4M for the 5 fiscal years, 11% of the total budget. The largest outlay is in FY27 for a new sewer truck totaling \$1.3M.

Solid Waste Capital Fund - \$12,671,646

The City of Deerfield Beach prides itself on providing quality, low costs solid waste and disposal services. Solid Waste improvements represent 5.6% of the FY25-29 CIP for regularly scheduled fleet replacements, which are funded by user fees from the Solid Waste Fund as well as lease purchase proceeds. Regular replacement of Solid Waste's fleet will invariably reduce the City's on-going maintenance costs for vehicles reaching their estimated useful life. The Solid Waste Fund has 4 projects identified for FY25-29 for a total of \$350K.

Stormwater Capital Fund - \$7,600,000

The Stormwater Fund represents 3.3% of the FY25-FY29 CIP. Major projects include Citywide Stormwater improvements, renovation costs for the Environmental Services

Building, and scheduled fleet replacements. Stormwater has 3 infrastructure projects identified. \$400K is budgeted for FY25.

Road & Bridge Capital Fund - \$1,255,068

The Road & Bridge Fund represents 0.6% of the FY25-29 CIP. The total budget is allocated for equipment and fleet replacements. The majority of the projects are reimbursable through the County's Surtax program and loan proceeds.

Community Redevelopment Agency Fund - \$12,930,481

The Community Redevelopment represents 5.7% of the FY25-29 CIP. There are two infrastructure projects included, the S-Curve Utility Undergrounding & Streetscape and Sullivan Park Facility (Sawgrass to Seagrass Center). The S-Curve Utility Underground & Streetscape project will include underground overhead utilities, installation of paver sidewalks, replacement of current pedestrian lighting with decorative street lighting and lighted bollards along the A1A S-curve and Ocean Way. The Sullivan Park Facility project is a major component of Phase II of the Sullivan Park Expansion. This includes improving pedestrian connections and walkability, activating the Cove Shopping Center and provide enhanced community facilities. The project will also house a scientific Exploratorium and marine education component.

10.3.3 Major Sources of Revenue

Property Taxes

The five-year outlook for property tax appears optimistic. The rise in real estate assessments has enabled the city to lower the millage rate for the upcoming budget year (FY2023) while still projecting an increase in ad valorem taxes. However, it has been particularly challenging to develop a forward-thinking CIP amidst an uncertain economy and threats of inflation on the horizon. The potential for cost increase in goods and service were some of the economic factors that impacted the selection and priority of projects. For FY2023, the Capital Projects Fund is created to allow for more transparency in how projects of the General and other Special Revenue Fund types are being funded. The capital projects in this year's budget will be financed through transfers from utilization of excess resources in fund balance, loans, and grants.

Public Service Tax

The municipal public service tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is levied on six utility services: natural gas, liquefied petroleum, manufactured gas, electric, water, and fuel oil/kerosene. Pursuant to State law, the City Commission authorized this tax for the fiscal year beginning October 1, 2011. FY23 estimates were influenced by the pandemic shutdown. Projections expect some level of recovery.

Franchise Fees

Franchise fees are charges to service providers which operate within the City. The charge is based upon a percentage of gross receipts, a flat fee or a combination of both. Revenue estimates are based on rate increase information received from the companies, anticipated growth and historical trends.

Building Permits

Building permits are fees collected in the Building Fund for building additions, new construction and alterations. Building permit fees are further categorized by specific type of fee which include: building/structural, electrical, plumbing and mechanical.

State Shared Revenues

The amounts distributed are determined by the State and are based upon receipts, population and municipal assessed value per capita. The half-cent sales tax makes up the greatest portion of this source of revenue. State shared revenues are monies collected by the State of Florida as shown in table 10.3 below:

Table 10.3 State Shared Revenues

Source of Revenue	Budgeted Revenue		Dollar Change	Percentage Change
	FY24	FY25		
Mobile home licenses	\$ 14,000	\$ 15,052	\$ 1,052	7.5%
Alcoholic beverage licenses	50,000	47,684	(2,316)	-4.9%
Half-cent sales tax	6,700,000	7,161,999	461,999	19.4%
Motor fuel tax rebate	30,000	30,184	184	0.1%
Public service taxes	9,305,000	10,949,530	1,644,530	17.7%
Local option gas tax	1,177,419	1,575,645	398,226	33.8%
State revenue sharing	2,800,000	3,242,891	442,891	15.8%
Total	\$ 20,076,419	\$ 23,022,985	\$ 925,063	14.7%

10.4 ANALYSIS

10.4.1 Local Practices Guiding Timing and Location of Public Facilities

The City prepares and adopts annual operating budgets for its departments. Capital improvement needs, as well as related funding are identified during this process. Each department is responsible for determining their specific capital needs in accordance with the City's five-year capital improvement program. Projects that involve multi-jurisdictional facilities, such as the State of Florida or Broward County are coordinated in collaboration with the relevant agency. The City's five-year capital improvement program is supported by a projection of revenues to ensure its feasibility. There are a number of important factors that play a key role in the determination of the need for capital improvements. These include the need for specific capital enhancements due to demand resulting from growth, the coordination of projects with other governmental agencies to achieve economies of scale, the need for capital improvements due to facility deterioration and the need to continue an acceptable level of service. For these reasons the annual operating budget and the CIP are created each year as companion documents for the review by the City Commission, based upon the following funding policies:

- the City will develop and update a five-year CIP on an annual basis;
- the mission of the organization is to enhance the quality of life within our community through a proactive and effective government;
- continued maintenance and repair of city facilities;
- maximization of city resources, availability of funds and reflection of sound fiscal policies including infrastructure investments;
- capital improvements to include items/projects that have a life expectancy of over one year and a cost in excess of \$25,000, and;
- capital improvements to be ranked in order of priority by city staff based upon the proposed guidelines contained in Policy CIE 1.1.3 of this Element.

10.4.2 Fiscal Implication of Deficiencies in Support of the Future Land Use Element

Per the 2020 EAR analysis, the City meets and will continue to meet LOS standards throughout the current planning period. An analysis of the City's ability to meet the LOS requirement for recreation indicates that park acreage exceeds the LOS requirement. The recreation projects listed in the five-year schedule for capital improvement projects are included to meet the goals, objectives and policies of the recreation element, rather than meeting LOS standards. The funding for large recreation projects is generally listed in the fourth and fifth year of the capital improvement schedule. Water Supply projects generally have committed funding and are listed in the first three years of the five-year schedule of capital improvements

Table 10.4 summarizes the capital improvement expenditures by their functional category.

10.4.3 Costs of Needed Capital Improvements and Basis of Cost Estimates

The City of Deerfield Beach's CIP process begins with city departments submitting their five-year capital project needs and annual operating budget requests to the Budget and Performance Department. Department directors use a capital project development form as a guide in formulating new project requests. The City Manager's CIP Development Team will review the project requests, then rank and prioritize each project by considering the degree of urgency and the overall importance of each project in achieving the City's overall goals and objectives.

**Table 10. 4 Five-Year Schedule of Capital Improvements
Summary by Functional Category FY 2025-2029**

FUNDING SOURCE CODES	TOTAL	
Road and Bridge Fund		\$ 1,255,068
General Capital Project Fund		\$156,243,543
Solid Waste Capital Project Fund		\$ 12,671,646
Utility Capital Project Fund		\$ 36,216,991
Stormwater Capital Project Fund		\$ 7,600,000
Community Redevelopment Agency Fund		\$ 12,930,481
TOTAL		\$226,917,729

FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2025		\$ 50,314,604
Fiscal Year 2026		\$ 65,933,280
Fiscal Year 2027		\$ 18,482,902
Fiscal Year 2028		\$ 84,923,706
Fiscal Year 2029		\$ 7,263,237
TOTAL		\$226,917,729

10.4.4 Impact of Public Educational and Health Care Systems on Infrastructure

Based upon the Broward County School Board (BCSB) District Educational Facilities Plan No new elementary, middle, or high schools are proposed within the City. It has been determine that existing schools are adequately served by current roadways, sanitary sewer, solid waste, drainage, potable water and recreation facilities.

10.4.5 Support of the Future Land Use Element and Plan

The platting and concurrency process established by Broward County and discussed in the Plan ensures that future capital facilities are in place when needed by a new development or a significant redevelopment. Any major increase in density or intensity of use in the City would require a land use amendment which would be reviewed by the County's Planning Council.

Due to the nearly built-out nature of the City, the issue of timing and location of capital improvements to public facilities is insignificant. As of 2021, there were only 208.7 acres of vacant land, or .02% percent of total land remaining in the City. Public utilities and services either are available or are within close proximity to all of these parcels. The City has been able to provide a more accurate measure of vacant land due to work with the Broward County Property Appraiser's Office.

The most likely land use scenario in the future is to see redevelopment of underutilized residential parcels at higher densities, redevelopment of blighted commercial areas into new residential, commercial or mixed use projects, and development of vacant land at the highest density and intensity permitted or as mixed use. This combination of land uses will accommodate the projected population growth and land use needs. The resulting concern for public facilities and services is the ability to accommodate increased densities. This is analyzed in detail in the Utilities Element. The requirements and goals of the South Florida Water Management District have also been taken into consideration within the Utilities Element. The effect of increased density on transportation and transit has been addressed in the Transportation Element.

The five-year schedule of capital improvement is sufficient in its timing and location to support efficient land development and support the goals, objectives and policies of the Future Land Use Element.

10.4.6 Ability to Finance Capital Improvements

The City of Deerfield Beach utilizes debt to pay for essential capital expenditures. These non-recurring expenditures are of a magnitude which would have a tremendous impact if they were included in the operating budget. Debt financing distributes the costs of improvements to the project's users over its lifetime. The pay-as-you-go method of financing is employed for capital expenditures which are appropriately incorporated into the current budget.

The goal of the City of Deerfield Beach's debt policy is to maintain the ability to provide quality municipal services in a cost-efficient manner. The City uses the following guidelines before incurring any additional long-term debt:

- Borrowing is only considered for essential non-recurring capital expenditures.
- The length of financing of the improvement will not exceed its useful life.
- Efforts shall be made to maintain or improve the City's bond rating.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-546

Agenda Date: 10/15/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2025-002: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," TO CREATE DIVISION 4 "CHARTER REVIEW BOARD;" ESTABLISHING THE CHARTER REVIEW BOARD MEMBERSHIP, POWERS, AND DUTIES; 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

On November 15, 2005, a Charter Review Board ("Board") was established for a one-year period. The purpose of the Board was to review the City Charter and make recommendations to the City Commission with regard to any proposed amendments to the City Charter. The Board had the authority to make recommendations and the nature and extent of any proposed Charter amendments fell within the sole and exclusive discretion of the City Commission, subject to voter approval of any proposed amendments approved by the Commission. The Board consisted of five regular members and two alternates, whereby each commissioner appointed one member to the Committee and the Commission, as a body, appointed two alternates. There has not been a board or committee established since that time to review the City Charter.

Current Activity

At the August 6, 2024 Regular City Commission Meeting, Commissioner Hudak requested that the Commission consider re-establishing a Charter Review Board. During the August 20, 2024 Regular City Commission Meeting, the Commission requested that city staff bring forward legislation outlining the requirements for board members, as well as the composition and duties and responsibilities of the Board.

After discussions with Commissioner Hudak, the following is being proposed:

1. Create a Charter Review Board (by ordinance), with 7 members; each elected official shall appoint one regular member and two alternates shall be appointed by the entire Commission;
2. The City Manager's Office and City Attorney will serve in an advisory capacity to the Board;
3. Facilitation of the Charter's review will be led by the City Attorney's Office;
4. Appointments made to the Board by Resolution after certification of March 2025 Municipal election, but no later than May 31, 2025;
5. Board to convene and start review process within 2 months of appointment of the members to the Board;

6. Recommendations presented to the Commission at the end of the review process for further consideration by the City Commission;
7. Board recommendations are non-binding, and the City Commission shall have sole discretion to determine which proposed Charter amendments, if any, are placed on a ballot for a vote by the City electors, the final wording of any proposed amendments, and the timing of any election on proposed Charter amendments;
8. Charter Review Board sunsets at the completion of the review process and presentation of any Charter amendment recommendations to the Commission (if no additional follow up required).

At First Reading of the Ordinance, the City Commission approved the Ordinance with two amendments: (1) The Mayor and each Commissioner shall have the right to appoint one regular member and one alternate member (for a total of five regular members and five alternate members), and (2) Every 10 years after the initial Board is established, an item would be placed on the City Commission agenda to discuss the reappointment of the Charter Review Board. These two changes are reflected in the enclosed Ordinance version for Second Reading.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS,” TO CREATE DIVISION 4 “CHARTER REVIEW BOARD”; ESTABLISHING THE CHARTER REVIEW BOARD MEMBERSHIP, POWERS, AND DUTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Section 3.12 of the City of Deerfield Beach’s Charter provides that the City Commission may by Ordinance create and appoint members to boards in connection with any functions of the City; and

WHEREAS, Section 3.12 of the City Charter requires that the Ordinance creating such boards specify the powers and duties of the board, and the number, qualifications and terms of office of members of such boards; and

WHEREAS, the City Commission desires to establish a Charter Review Board to review the City’s Charter and provide recommendations to the City Commission regarding potential amendments to the City Charter.

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

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

Section 2. Chapter 2 “Administration,” Article II “Boards, Committees, Commissions,” of the City Code of Ordinances of the City of Deerfield Beach is hereby amended to read as follows¹:

Chapter 2 – ADMINISTRATION

ARTICLE II. – BOARDS, COMMITTEES, COMMISSIONS

DIVISION 4. – ~~RESERVED~~ CHARTER REVIEW BOARD.

Sec. 2-66. – Creation and Purpose of Charter Review Board.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~. Gray shading reflects changes made at First Reading of the Ordinance.

A Charter Review Board is hereby created for the purpose of reviewing the City Charter and making recommendations to the City Commission regarding potential amendments to the City Charter in accordance with this Division.

Sec. 2-67. - Appointment, Membership, and Records.

- (a) Appointment. There shall be a Charter Review Board, which members shall be appointed by Resolution of the City Commission at a regular City Commission by no later than May 31, 2025, and thereafter at such times as determined by the City Commission. No later than every 10 years after the initial Charter Review Board is appointed pursuant to this Section, an item shall be placed on the City Commission Regular Meeting agenda to discuss the reappointment of the Charter Review Board.
- (b) Membership. The Charter Review Board shall consist of five regular voting members and five alternate members appointed by the City Commission. The Mayor and each Commissioner shall have the right to appoint one regular member and one alternate member. The members shall be residents and registered voters of the City at the time of appointment and throughout their terms. No elected official of the state, county, or municipality, nor any City employee, may serve as a voting member of the Charter Review Board.
- (c) Term of appointment. The members of the Charter Review Board shall serve for a term of one year, provided that the term may be extended for an additional six months in the sole discretion of the City Commission by Resolution, but only to enable the Board to complete its work.
- (d) Vacancies. Vacancies on the Board may be filled for the remainder of the vacant position's unexpired term by the City Commission in the same manner as original appointments.
- (e) Advisors to the Board. The City Manager's Office and City Attorney shall serve in an advisory capacity to the Board.
- (f) Records. The City shall maintain copies of all written, recorded, and electronic records of the Charter Review Board in conformance with applicable state law.

Sec. 2-68. – Meetings, Powers and Duties.

- (a) Meetings. All Charter Review Board meetings shall be open to the public and shall be in compliance with Section 286.011, Florida Statutes, as may be amended. The Board shall meet within two months after the City Commission appoints the Board's members by Resolution, and then periodically thereafter, as needed to complete the review of the City Charter.
- (b) Quorum. A majority of the current membership of the Board shall constitute a quorum, provided that at least three members of the Board are present.

(c) Duties. In exercising its duties, the Charter Review Board shall:

(1) Elect a chair and vice-chair;

(2) Adopt rules of procedure to carry out the Board's duties; and

(3) Meet to review the City Charter and make recommendations to the City Commission for potential amendments to the City Charter.

(d) Recommendations. The Board may submit recommendations to amend the Charter to the City Commission for further consideration. The Board's recommendations shall be nonbinding and the City Commission shall have sole discretion to determine which proposed Charter amendments, if any, are placed on a ballot for a vote by the City electors, the final wording of any proposed amendments, and the timing of any election on proposed Charter amendments.

Secs. 2-6669-2-80. - Reserved.

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

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BUSINESS IMPACT ESTIMATE¹

Meeting Date: October 15, 2024

Agenda Item No. ____

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

The proposed Ordinance establishes the creation of a Charter Review Board for the purpose of reviewing the City's Charter provisions, and making recommendations to the City Commission at the end of the Board's review process regarding amendments to the Charter. The Board's recommendations are non-binding, and the City Commission shall have sole discretion to determine which proposed Charter amendments, if any, are placed on a ballot for a vote by the electors, the final wording of any proposed amendments, and the timing of any election on proposed Charter amendments.

The Board members will be appointed by City Commissioners and Mayor by Resolution after certification of the March 2025 Municipal election, but no later than May 31, 2025.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs: none

b. New Charges/Fees on Businesses Impacted: none

c. Estimate of Regulatory Costs: none

Good Faith Estimate of Number of Businesses Likely Impacted: none

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.; Development Orders and Development Permits as defined in Section 163.3164, F.S.; Development Agreements pursuant to the Florida Local Government Development Act- SS. 163.322—163.3243
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).
 - e. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-519

Agenda Date: 10/15/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-114: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN DESIGNATION FOR THE CITY-OWNED PARCEL CONSISTING OF APPROXIMATELY 1.52 GROSS ACRES LOCATED AT 555 SW 3RD AVENUE FROM CITY CONSERVATION TO RESIDENTIAL MEDIUM 16 DWELLING UNITS PER ACRE (LUPA #66A); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - May 21, 2024)

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

The City of Deerfield Beach is the owner of this property and has identified this approximately 1.36 acre parcel (1.52 gross acres) as an area of opportunity for affordable housing development. In order for the City to be able to make this property available under the property disposition process, the Land Use must be amended. The current Land Use is Conservation under the City Future Land Use Map and Open Space under the County Future Land Use Map. The property is not part of the Tivoli Sand Pine Preserve. This property was dedicated to the City in 1974, and has been maintained as open space since that time. In order to amend the Land Use, the City is required to submit an application to Broward County with the request.

Upon approval of the Land Use Change, the City will also be required to amend the Zoning from S, (Open Space) to RM-15, (Residence, Multi-Family). Upon sale, donation or lease of property, a developer will need to obtain a plat from Broward County.

At the January 10, 2023 City Commission Meeting, the City Commission approved the submission of an application to Broward County for review. Planning & Zoning staff has been informed by County Staff that no outstanding comments exist for the application. In order for the item to be placed on a County agenda, the City Commission must approve an Ordinance to amend the land use.

Upon the completion of the Land Use and Zoning amendments, the City will be able to offer this property through the Property Disposition Policy for affordable housing. There is no cost to submit the application to the County as the site is proposed for Affordable Housing.

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

On September 5, 2024, the Broward County Commission voted unanimously to approve the amendment. The item must be approved by the City Commission at second reading and upon approval, the amendment will be sent to the State for review and certification by the County.

ORDINANCE NO. 2024/

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

WHEREAS, the City of Deerfield Beach (the “Applicant”) is seeking a Small Scale Land Use Plan Amendment Application #66A (the “LUPA Application”) to amend the City’s Future Land Use Plan map designation of +/- 1.52 gross acres from City Conservation to Residential Medium (16) (16 Dwelling Units/Acre) for the City-owned parcel located at 555 SW 3rd Avenue, Deerfield Beach, FL, and more particularly described in the file (collectively, the “Property”); and

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing on May 2, 2024, to review the LUPA Application for the Property, and voted to recommend approval of the LUPA Application; and

WHEREAS, pursuant to Florida Statutes, City staff has conducted the necessary planning review required for amendments to the Land Use Plan and the City Commission has conducted the required duly advertised public hearing; and

WHEREAS, the City Commission, after review of the recommendations of the Director of Planning and Development Services, the Local Planning Agency, comments made at a public hearing, and careful consideration of the issues, finds that there is sufficient data, analysis and support for the LUPA Application and finds that the proposed Land Use Plan Amendment is consistent with the goals, objectives and policies of the Future Land Use Element and the Comprehensive Plan and is compatible with surrounding development.

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

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

Section 2. The City of Deerfield Beach hereby approves the LUPA Application for the Property and hereby amends the Future Land Use Map designation of +/- 1.52 gross acres from City Conservation to Residential Medium (16) (16 Dwelling Units/Acre) for the City-owned parcel located at 555 SW 3rd Avenue, Deerfield Beach, FL (the “LUPA Amendment”).

Section 3. The LUPA Amendment shall be effective upon certification by the Broward County Planning Council, at which time the Future Land Use Plan of the City of Deerfield Beach shall be revised accordingly.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to effectuate the LUPA Amendment and the corresponding amendment to the County's Future Land Use Map.

Section 5. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 7. This Ordinance shall take effective immediately upon adoption on Second Reading.

PASSED AND ADOPTED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED AND ADOPTED ON SECOND READING THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Public Hearing Notice Map

Land Use Plan Amendment LUPA#66A

555 SW 3 AVE

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





PUBLIC NOTICE

APPLICATIONS LUPA #66A

April 19, 2023

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 applications for:

City of Deerfield Beach

Seeking s Small Scale Land Use Amendment to change the Deerfield Beach Future Land Use Designation and the Broward County Land Land Use designation from City Conservation and County S, Open Space to Residential Medium 16 Dwelling Units Per Acre.

The property is generally described as a 1-48-42 N 177.70 OF S3/4 OF E1/2 OF E1/2 OF W1/2 OF SE1/4, and located at 555 SW 3rd Avenue., more particularly described in the file, and located at **555 SW 3 Avenue.**

A public hearing will be held on **THURSDAY, May 2, 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

555 SW 3RD AVE

LAND USE PLAN AMENDMENT (Small Scale)

Application for Amendment to the
City of Deerfield Beach and
Broward County Land Use Plans

June 20, 2023

Agent Information:

Eric Power, Director Planning & Development Services
150 NE 2nd Avenue, Deerfield Beach FL 33441
954-480-4206 epower@deerfield-beach.com

Originally Prepared by:

**Leigh Robinson Kerr
& Associates, Inc.**

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Phone: (954) 467-6308 Fax: (954) 467-6309
Lkerr808@bellsouth.net
Established 1985

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I. TRANSMITTAL INFORMATION

- A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

To be provided.

- B. Name, title, address, telephone, facsimile number and email of the local government contact person

**Eric Power, Director
Planning & Development Services
City of Deerfield Beach
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441
E: epower@deerfield-beach.com
Ph: 954-480-4206**

- C. Summary minutes from both the local planning agency and local and the local government public hearings of the transmittal of the Broward County Land Use Plan amendment

Local Planning Agency and City Commission Minutes to be provided when available.

- D. Whether the amendment is one of the following:
- * Development of Regional Impact
 - * Small scale development activity (per Florida Statutes)
 - * Emergency (please describe on separate page)
 - * Other amendments which may be submitted without regard to FL statutory limits regarding submittals (Brownfield amendments, etc.).

The amendment site is small scale.

II. APPLICANT INFORMATION

- A. Name, title, address, telephone, facsimile number and email of the applicant.
Eric Power, Director
Planning & Development Services
City of Deerfield Beach
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441
E: epower@deerfield-beach.com
Ph: 954-480-4206
- B. Name, title, address, telephone, facsimile number and email of the agent.
Eric Power, Director
Planning & Development Services
City of Deerfield Beach
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441
E: epower@deerfield-beach.com
Ph: 954-480-4206
- C. Name, title, address, telephone, facsimile number and email of the property owner.
Parcel ID: 484201000570
City of Deerfield Beach
150 NE 2 Ave
Deerfield Beach, FL 33441
Contact: Eric Power, Director, Planning & Development Services
E: epower@deerfield-beach.com
Ph: 954-480-4206
- D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs). Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.
The City of Deerfield Beach is the owner of this property and has identified this approximately 1.36-acre parcel as an area of opportunity for affordable housing development. In order for the City to be able to make this property available under the property disposition process, the Land Use must be amended. The current Land Use is Conservation under the City Future Land Use Map and Recreation & Open Space under the County Future Land Use Map. The property is not part of the Tivoli Sand Pine Preserve to the south. This property was

dedicated to the City in 1974 and has been maintained as vacant land since that time. In order to amend the Land Use, the City must process a local and County land use plan amendment.

Upon approval of the Land Use Change from Conservation to Residential Medium (15) on the City's map, and Recreation & Open Space to Medium (16) Residential on the County's map, the City will then amend the Zoning on the site from S (Open Space) to RM-15 (Residence, Multi-Family).

Upon the completion of the Land Use and Zoning amendments, the City will be able to offer this property as a developable property for affordable housing. A Draft Declaration of Restrictive Covenants is attached as EXHIBIT K.

III. AMENDMENT SITE DESCRIPTION

- A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

The subject site contains 1.36 net/1.52 gross acres and is on the west side of SW 3rd Ave/Martin Luther King Avenue, +/- 1/3 mile north of SW 10th Street, in the City of Deerfield Beach. See EXHIBIT B: LOCATION MAP.

- B. Sealed survey, including legal description of the area proposed to be amended.

See EXHIBIT A: SURVEY.

- C. Map at a scale of 1"=300' clearly indicating the amendment's location, boundaries and proposed land uses. (Other scales may be accepted at the discretion of the Planning Council Executive Director. Please contact the Planning Council office in this regard, prior to the submittal of the application.)

Please see EXHIBIT B: LOCATION MAP.

IV. EXISTING AND PROPOSED USES

- A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation.

TABLE 1		
LAND USE DESIGNATION – SUBJECT SITE		
	Current	Proposed
City	Conservation	Residential Medium (15 du/ac)
County	Recreation & Open Space	Medium (16) Residential

Also refer to **EXHIBITS C1 and C2** FOR CURRENT FUTURE LAND USES.

- B. Current land use designations for the adjacent properties.

The current land use of the adjacent sites is depicted in the table below.

TABLE 2 ADJACENT LAND USE DESIGNATIONS		
	City	County
North	Residential Moderate (10 du/ac)	Low-Medium (10) Residential
South	Conservation Residential Moderate (10 du/ac)	Recreation & Open Space Low-Medium (10) Residential
East	Residential Moderate (10 du/ac) Community Facility	Low-Medium (10) Residential Community
West	Residential Moderate (10 du/ac)	Low-Medium (10) Residential

- C. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for adjacent areas.

Flexibility provisions have not been utilized to rezone adjacent areas.

- D. Existing use of amendment site and adjacent areas.

TABLE 3 ADJACENT and SITE USES	
Subject Site	Vacant Open Space
North	Vacant Open Space
South	Tivoli Sand Pine Preserve
West	Residential Common Area
East	Multi Family, Deerfield Park Elementary

- E. Proposed use of the amendment site including proposed square footage* for each non-residential use and/or dwelling unit count. For RAC, LAC, TOC, TOD and MU-R amendments, please provide each existing non-residential use square footage and existing dwelling units for amendment area.

The proposed future land use is depicted on **EXHIBITS D1 and D2: PROPOSED FUTURE LAND USE.**

	Proposed Future Land Use	Site Area	Proposed Use
City	Residential Medium (15 du/ac)	1.52 gross acres	22 DUs
County	Medium (16) Residential	1.52 gross acres	24 DUs

For the purposes of actual development, development on the site will comply with the City's Land Development Regulations.

- F. Maximum allowable development per local government land use plans under existing designation for the site, including square footage for each non-residential use and/or dwelling unit count.

The maximum allowable development under the current land use designation is as follows:

	Existing Future Land Use	Site Area	Maximum Development under Existing Use
City	Conservation	1.52 gross acres	1.52 ac of Conservation
County	Recreation & Open Space	1.52 gross acres	1.52 acres of Rec & Open Space

- G. Indicate if the amendment is part of a larger development project that is intended to be developed as a unit such as a site plan, plat or DRI. If so, indicate the name of the development; provide the site plan or plat number, provide a location map; and, identify the proposed uses.

The amendment is not part of a larger development project.

V. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

Due to the low-impact of the existing Conservation land use (city plan) and Recreation & Open Space land use (County plan), the existing/before condition is calculated as having zero (0) impact on public facilities and services. The ability of public services and facilities to meet the demands using this conservative approach to the "before" condition further demonstrates the demands resulting from the proposed residential use can be met.

A. Potable Water Analysis

1. Provide the potable water level of service per the adopted certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.

The subject site is located within the City of Deerfield Beach water service area. The City's water level of service is 170 gpcd as stated in Sec 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan adopted November 15, 2022.

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant expansions, including year and funding sources.

The subject property is served by the City of Deerfield Beach West water treatment plant. Based upon the City's 2020 update of the Water Supply Facilities Work Plan, the capacity of the west plant is 21 MGD. The water use permit issued by SFWMD allocates 14.15 MGD from the Biscayne and Floridan aquifers. The City purchases an additional 0.59 MGD of raw water from the Broward County's regional water system. Therefore, the City's total available water supply is 14.74 MGD

TABLE 4 PLANT CAPACITY & DEMAND – POTABLE WATER	
Current Plant Capacity	21.0 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal (10.15 MGD from Biscayne Aquifer; 4.00 MGD from Floridan Aquifer; 0.59 MGD from Broward County)	14.74 MGD
Expiration Date of SFWMD Permit (#06-00082-W)	5/14/2029

¹ Demand per Table 5.1: 2025 Projected Population and Water Demand Forecast – City Service Area, 2020 Comprehensive Water Supply Facilities Work Plan.

3. Identify the wellfield serving the service area in which the amendment is located including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.

TABLE 5	
WELLFIELDS (Broward County North Regional Wellfield)	
<u>Capacity:</u> 10.15 MGD from Biscayne Aquifer; 4.00 MGD from Floridan Aquifer	14.15 MGD
Current + Committed Capacity	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (#06-00082-W)	5/14/2029
Source: 2020 Water Supply Plan Update	

4. Identify the net impact on potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per s.f.* or d.u.

TABLE 6			
POTABLE WATER IMPACT			
Broward County	Use	Rate/Calculation	Total
Current	Recreation & Open Space	0 GPD	0 GPD
Proposed	Medium (16) Residential: 22 DUs	x 141 GPD/DU	= 3,102 GPD
Source: Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.		change	+ 3,102 GPD

5. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-4 above. Correspondence must contain name, position and contact information of party providing verification.

See **EXHIBIT E: WATER, SEWER & DRAINAGE CORRESPONDENCE** and below:

Name: Environmental Services Director
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: Phone: 954-480-4400 E: dfbenv@deerfield-beach.com
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

B. Sanitary Sewer Analysis

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.

The adopted level of service for sanitary sewer in the City as specified in the Utilities Element adopted in 2022 is 105.7 gallons annual average daily flow per capita of permanent population.

2. Identify the sanitary sewer facilities serving the amendment site including the current plant capacity, current plus committed demand on plant capacity, and planned plant capacity.

The subject site is in the service area of the Broward County North Regional Wastewater Treatment Plant.

TABLE 7 SANITARY SEWER DEMAND AND CAPACITY Broward County North Regional Wastewater Treatment Plant	
Plant Capacity	95.0 MGD
Current + Committed Plant Demand	(70.04 + 3.018) = 73.06 MGD
Planned Plant Capacity	No planned expansions.
Source: Broward County Water Wastewater Calculations Sheet	

3. Identify the net impact on sanitary sewer demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

TABLE 8 SANITARY SEWER IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total (GPD)</i>
Current	Recreation & Open Space	0 GPD	= 0 GPD
Proposed	Medium (16) Residential: 22 DUs	x 100 GPD/DU	= 2,200 GPD
Source: Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.			change
			+ 2,200 GPD

4. Correspondence from sewer provider verifying information submitted as part of the application on items 1-4. Correspondence must contain name, position and contact information of party providing verification.

See EXHIBIT E: WATER, SEWER & DRAINAGE CORRESPONDENCE and below:

Name: Environmental Services Director
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: Phone: 954-480-4400 E: dfbenv@deerfield-beach.com
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

C. Solid Waste

1. Provide the adopted level of service standard for the municipality in which the amendment is located.

The City of Deerfield Beach's adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal.

2. Identify the solid waste facilities serving the service area in which the amendment is located including the landfill/plant capacity, current plus committed demand on landfill/plant capacity, and planned landfill/plant capacity.

The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal waste and recycling is delivered by the city to Waste Management's Transfer Station in Deerfield Beach.

The City is served by the Waste Connection's transfer station with final disposal at the John E. Drury (JED) landfill in Saint Cloud, Florida. The City sends approximately 72,000 tons per year to this facility. The landfill has a 3,836,210 tons per year capacity of available capacity until the year 2032. The total capacity for the JED landfill is 52,215,585 tons.

Per Table 5.9 of the City's Solid Waste Sub-Element, the City's projected solid waste generation on 2030 is 115,000 tons per year and in 2040 is 118,665 tons per year.

3. Identify the net impact on solid waste demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

TABLE 9 SOLID WASTE IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Recreation & Open Space	0 Lbs/day	= 0 Lbs/day
Proposed	Medium (16) Residential: 22 DUs	X 8.9 Lbs/day	= 196 Lbs/day
Change			+ 196 Lbs/day

Source: City Comprehensive Plan Policy 8.1.1

4. Correspondence from the solid waste provider verifying that capacity is available to serve the amendment area the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

See EXHIBIT F: SOLID WASTE CORRESPONDENCE and below:

Name: Grant Smith, Esq. on Behalf of Waste Connections of Florida
Agency: Strategy Smith PA
Email gsmith@strategysmith.com
Ph: 954-328-9064
Address: 101 E. Las Olas Blvd #130-120, Fort Lauderdale, FL 33301

D. Drainage Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located.

The level of service for drainage in the City of Deerfield Beach will be consistent with Chapter 62-25, F.A.C. and the regulations of the South Florida Water Management District, Broward County and the Florida Building Code.

Subject Deerfield Beach Adopted Drainage Level of Service Standards

Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate
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edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."

Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site-specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Storm Sewers	Design frequency minimum to be three-year rainfall intensity of the State Department of Transportation Zone 10 rainfall curves.
Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."
Antecedent Water Level	The elevation depicted on the map "Average Wet Season Water Levels".
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be design rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.
Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.

2. Identify the drainage district and drainage systems serving the amendment area.

The subject property is within the drainage district managed by the City of Deerfield Beach.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

All improvements required to meet the adopted level of service will be installed in conjunction with new development.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

No application for a drainage permit has been submitted with this land use plan amendment. With the development plans for the property, the applicant will submit an application for a surface water management system permit. The surface water management system will be designed to meet all required City and County requirements.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrated how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

Development within the site will be required to meet the drainage standards of the City, Broward County Department of Planning and Environmental Protection, and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

See EXHIBIT E: WATER, SEWER & DRAINAGE CORRESPONDENCE and below:

Name: Environmental Services Director
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: Phone: 954-480-4400 E: dfbenv@deerfield-beach.com
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

E. Recreation and Open Space Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located and the current level of service.

The adopted level of service for recreation and open space in the City and Broward County is 3.0 acres/1,000 residents.

2. For amendments which will result in an increased demand for “community parks” acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

Please see EXHIBIT G: PARKS INVENTORY

3. Identify the net impact on demand for park acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

TABLE 10 RECREATION & OPEN SPACE IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Recreation & Open Space	N/A	N/A
Proposed	Medium (16) Residential: 22 DUs	2.0 pph x .003 ac	= 0.13 ac
Source: City Comprehensive Plan			
change			+ 0.13 ac

**Estimated Number per Gross Acre of Persons per
Residential Land Area Dwelling Unit**

From 0 up to 1 - 3.3

Over 1 up to 5 - 3.0

Over 5 up to 10 - 2.5

Over 10 up to 16 - 2.0

Over 16 up to 25 - 1.8

Over 25 up to 50 - 1.5

(Source: Broward County Land Development Code)

4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.

TABLE 11 PARK NEEDS			
Planning Horizon	Population	Demand	Supply
2045	93,188	x .003 = 279.56 acres	346.05 acres
Source: Table 8.1 Recreation & open Space Element			

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

Policy 2.5.4 is addressed below. Policy 2.5.5 does not apply because the site does not contain a golf course.

***POLICY 2.5.4** Broward County shall strongly encourage the preservation of open space areas. Amendments to the Broward County Land Use Plan which would result in the loss of open space shall be strongly discouraged and be required to address how open space and recreation needs of the existing and projected residents of the community will be met, including how the negative impacts of the loss of open space on surrounding neighborhoods will be minimized or mitigated.*

Response: The subject site is a small, 1.36-acre site. According to the vegetative analysis prepared for the site, no endangered or threatened species of special concern or commercially exploited of flora or fauna were visible. In addition, plants listed in the regulated plant index for protection by the Florida Department of Agriculture and Consumer Services were not present.

The City of Deerfield Beach exceeds the adopted level of service for recreation and open space in the City and Broward County which is 3.0 acres/1,000 residents through the long-term planning horizon (2045). The demand for parks in 2045 is 279.65 acres when 346.05 acres are available (3.71 ac/1000 / surplus 66.49 acres). Refer to Table 13 above. The change in land use resulting from the proposed amendment will not reduce the availability of recreation & open space acres counted toward the City's level of service for parks since the subject site was not considered a park use or included on (re)certified parks table. The population resulting from the proposed amendment is estimated to be +/- 42 people requiring +/- 0.13 acres. This demand is easily accommodated by the City's current inventory of recreation & open space.

The subject site is located adjacent to the +/- 22-acre Tivoli Sand Pine Preserve but is not part of the preserve. The site was never considered or planned to be a park. The surrounding area will continue to be served by nearby recreation & open space opportunities including Tivoli Sand Pine Preserve (+/- 22 acres) to the south and Deerfield Beach Elementary (+/- 2.11 acres) to the east.

F. Traffic Circulation Analysis

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

TABLE 12 ROADWAY CONDITIONS (2020)							
ROADWAYS	LANES	AADT			Peak Hour		
		Volume	Capacity	LOS	Volume	Capacity	LOS
EAST-WEST							
SE 10 STREET							
E of I-95	6	32000	56905	C	3040	5121	C
E. of Dixie Hwy	4	15500	32400	D	2910	2920	D
NORTH-SOUTH							
DIXIE HWY							
N. of SW 10 St	4	15500	39800	C	1473	3580	C
SW 3 AVE							
N of SW 10 St	4	6800	29160	C	646	2628	C
US1							
N of SW 10 St	6	43000	59900	C	4085	5390	C

Source: MPO Roadway Level of Service Analysis '20/'40

2. Identify the projected LOS for the roadways impacted by proposed amendment for the long range planning horizon. Utilize avg. daily and p.m. peak hour traffic volumes per MPO plans and projections.

TABLE 13 PROJECTED ROADWAY CONDITIONS (2040)							
ROADWAYS	LANES	AADT			Peak Hour		
		Volume	Capacity	LOS	Volume	Capacity	LOS
EAST-WEST							
SE 10 STREET							
E of I-95	6	44800	56905	C	4256	5121	C
E. of Dixie Hwy	4	25700	32400	D	2442	2920	D
NORTH-SOUTH							
DIXIE HWY							
N. of SW 10 St	4	37300	39800	C	3544	3580	D
SW 3 AVE							
N of SW 10 St	4	10400	29160	C	988	2628	C
US1							
N of SW 10 St	6	57100	59900	C	5425	5390	F

Source: MPO Roadway Level of Service Analysis '20/'40

3. Planning Council staff will analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for this amendment - calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network and identify the resulting level of service change for the short (5 year) and long range planning horizons.

**TABLE 14
TRAFFIC IMPACT**

Land Use		ITE Code	DAILY		PM PEAK	
			Rate	Trips	Rate	Trips
Current	Rec & Open Space	N/A	0	0	0	= 0
Proposed	Med.(16) Res: 22 DUs	221	X 4.54/DU	= 100	X 0.39/DU	= 9
Source: ITE 11 th Edition			Change	+100	Change	+9

4. Provide any transportation studies relating to this amendment, as desired.

No additional transportation studies are presented at this time.

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

Broward County Mass Transit Route 50 runs along Dixie Highway , SW 3rd Avenue and SW 4th Street in the vicinity of the subject site. The City of Deerfield Beach Community Shuttle Express Routes I and II run along SW 3rd Avenue adjacent to the subject site.

**TABLE 15
MASS TRANSIT ROUTES**

Route	Days of Service	Service Span	Service Frequency
Broward County Transit			
Rt 50	M-F	5:10 am-11:20 pm	20-30 min headways
	Sat	5:15 am-10:56 pm	40 min headways
	Sun	7:35 am-9:26 pm	50 min headways
Community Shuttle			
Express I	M-Sat	8:00 am – 4:00 pm	60 min headways
Express II	M-Sat	8:00 am – 4:00 pm	60 min headways

2. Describe how the proposed amendment furthers or supports mass transit use.

The proposed amendment will provide residents living within the service area with two mass transit routes. Route 50 runs along Dixie Highway, SW 3rd Avenue and SW 4th Avenue. Route 50 points of interest include the Greyhound Bus Terminal, the North Ridge Shopping Center, and the Northeast Transit Center. The Northeast Transit Center hosts Routes 20, 42, 50, and 60. The community shuttle Express Routes I and II provide service along SW 3rd Avenue adjacent to the subject site. Numerous retail, office, community facilities, and employment opportunities are within reach along these transit routes and ultimately broader connections to transit throughout the County are accessible.

3. Correspondence from transit provider verifying the information submitted as part of the application on items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See EXHIBIT H: Mass Transit Correspondence and below:

Name: Khalilah French
Agency: Broward County Transit Division
Position: Service Planner
Ph: 954-357-6543 Ffrench@broward.org
Address: 1 N. University Dr #3100A, Pltn FL 33324

VI. PUBLIC EDUCATION ANALYSIS

Please be advised that the Planning Council staff will request from the Broward County School Board an analysis of the impacts of the amendment on public education facilities as indicated below. Please note that as per the School Board of Broward County Policy 1151, the applicant will be subject to a fee for the review of the application. The applicant is encouraged to contact the School Board staff to discuss these issues as soon as possible.

A. Public School Impact Application

The School Impact Application will be submitted to the School Board. Below are the public schools serving the subject site.

- **Deerfield Park Elementary**
- **Deerfield Beach Middle**
- **Deerfield Beach High**

- B. The associated fee in the form of a check made payable to the SBBC.

The fee will be provided to the School Board.

VII. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

The applicant is not aware of any designated historical sites located on or adjacent to the site.

- B. Archaeological sites listed on the Florida Master Site File.

The applicant is not aware of any archeological sites located on or adjacent to the site.

- C. Wetlands

There are no known wetlands within the amendment site. A Landscape Architect/Arborist inspected the subject site and provided a vegetative analysis indicating no endangered or threatened species of special concern or commercially exploited of flora or fauna were visible. In addition, plants listed in the regulated plant index for protection by the Florida Department of Agriculture and Consumer Services were not present. Please see EXHIBIT I: VEGETATIVE ANALYSIS.

- D. Local Areas of Particular Concern as Identified within the Broward County Land Use Plan.

A Landscape Architect/Arborist inspected the subject site and provided a vegetative analysis indicating no endangered or threatened species of special concern or commercially exploited of flora or fauna were visible. In addition, plants listed in the regulated plant index for protection by the Florida Department of Agriculture and Consumer Services were not present. Please see EXHIBIT I: VEGETATIVE ANALYSIS

- E. Indicate if the site contains, is located adjacent to or has the potential to impact any “Priority Planning Areas for Sea Level Rise” and if so, how they will be protected or mitigated.

A review of the Priority Planning Area Map indicates no areas for planning consideration located within the subject site.

- F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

A Landscape Architect/Arborist inspected the subject site and provided a vegetative analysis indicating no endangered or threatened species of special concern or commercially exploited of flora or fauna were visible. In addition, plants listed in the regulated plant index for protection by the Florida Department of Agriculture and Consumer Services were not present. Please see EXHIBIT I: VEGETATIVE ANALYSIS.

- G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

A Landscape Architect/Arborist inspected the subject site and provided a vegetative analysis indicating no endangered or threatened species of special concern or commercially exploited of flora or fauna were visible. In addition, plants listed in the regulated plant index for protection by the Florida Department of Agriculture and Consumer Services were not present. Please see EXHIBIT I: VEGETATIVE ANALYSIS.

- H. Wellfields – Indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the protected zone and any provisions, which will be made to protect the wellfield

The subject site is located within Wellfield Zone 1. Development on the site will comply with Broward County’s Wellfield Protection Ordinance and Broward County Land Development Regulations Article VIII: Wellfield Protection .

Zone 1 means the wellfield protection area shown on the zones of influence map for existing water wells depicted on that map, and within two hundred and fifty (250) feet from an existing water well not depicted on that map.

Zone 2 means the wellfield protection area shown on the zones of influence map for existing water wells depicted on that map, and situated between the outer boundary of Zone 1 and five hundred (500) feet from an existing water well not depicted on that map.

Zone 3 means the wellfield protection area shown on the zones of influence map for existing water wells depicted on that map, and situated between the outer boundary of Zone 2 and one thousand three hundred and twenty (1,320) feet from an existing water well not depicted on that map.

- I. Soils – Describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to mitigate the area’s natural features

Development resulting from this amendment will not require the alteration of soil conditions or topography other than typical construction activity. Best management practices will be employed.

- J. Beach Access – Indicate if the amendment is ocean-front. If so, describe how public beach access will be addressed.

The site is not ocean-front.

VIII. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5.

The amendment proposed less than 100 dwelling units. The subject site will be utilized for a future affordable housing project. A draft Declaration of Restrictive Covenants is attached as EXHIBIT J.

IX. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

The subject site is proposed to be developed with up to 22 multi-family dwelling units at 15 units/acre. The future land use of adjacent sites is depicted in the table below. Multi-family residential land uses exist to the north, south, east and west of the subject site, along with recreation & open space and community facilities land uses. Development on the site will comply with the City’s land development code, including any compatibility and buffering measures such as setbacks and buffers.

	City	County
North	Residential Moderate (10 du/ac)	Low-Medium (10) Residential
South	Conservation Residential Moderate (10 du/ac)	Recreation & Open Space Low-Medium (10) Residential
East	Residential Moderate (10 du/ac) Community Facility	Low-Medium (10) Residential Community
West	Residential Moderate (10 du/ac)	Low-Medium (10) Residential

The City's Comprehensive Plan includes the following objective and policies that address land use compatibility:

Objective FLU 1.2: Develop and implement land use programs to encourage the elimination or reduction of existing uses inconsistent with the community's character and adopted future land uses.

Policy FLU 1.2.1: The application for land use amendments shall include an explanation of compatibility with surrounding land uses.

Policy FLU 1.2.2: The City's Land Development Code shall prohibit the mixing of incompatible land uses.

Policy FLU 1.2.4: The City shall minimize the impacts of potential incompatible land uses through requirements within its Land Development Code, such as buffering and setbacks.

X. HURRICANE EVACUATION ANALYSIS

(Required for amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Agency). Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Agency.

The subject site is not located in Hurricane Evacuation Zone.

XI. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified Redevelopment (i.e., Community Redevelopment Agency, Community Development Block Grant) area. If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment

plans.

The amendment site is not located within a CRA.

XII. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

Not applicable.

XIII. CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES/GOPs OF COUNTY LAND USE PLAN

HIGHLIGHTED REGIONAL ISSUES

The proposed amendment is consistent with the Smart Growth Highlighted Regional Issue because it is an infill site where public facilities exist and have capacity to accommodate the demands associated with the proposed amendment and because it places dwelling units that are needed to accommodate future growth in an area that is served by mass transit.

The proposed amendment is consistent with the Affordable Housing Vision Highlighted Regional Issue because the City has identified this approximately 1.36-acre parcel as an area of opportunity for affordable housing development. Upon the completion of the Land Use and Zoning amendments, the City will be able to offer this property as a developable property for affordable housing.

BROWARDNEXT GOPs

Policy 2.1.1 Broward County shall maintain a balanced Land Use Plan to implement a regional vision including the provision of essential public services and facilities, as well as enhanced sustainability and livability.

Policy 2.10.3 In order to prevent future incompatible land uses, the established character of predominately developed areas shall be a primary consideration when amendments to the Broward County Land Use Plan are proposed.

Policy 2.14.7 Broward County and its local governments shall consider the individual and cumulative impacts of land use plan amendments on the existing and planned transportation facilities within the County.

Policy 2.15.2 Broward County and its local governments shall determine the consistency of land use plan amendments with their Public School Facilities Elements. The consistency

finding shall address whether sufficient capacity is available, or anticipated within the short or long range planning horizon of their Elements, to accommodate the projected student impact of proposed amendments. As provided for within the Amended Interlocal Agreement for Public School Facilities Planning (ILA), the School Board of Broward County shall advise the County and local governments regarding the projected student impact of amendments and the availability of capacity at impacted schools.

Policy 2.20.2 Provide a range of housing opportunities and choices, including those in the “medium” to “high” densities where compatible with the physical location and services needs of residents in all age and income groups.

XIV. CONSISTENCY WITH GOALS, OBJECTIVES, AND POLICIES OF THE CITY LAND USE PLAN

FUTURE LAND USE ELEMENT

GOAL 1.0 Ensure that development and redevelopment occurring in the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses.

FLU Objective 1.1 Establish development and redevelopment programs, which provide the opportunity for a wide range of individuals and families to reside, work, shop, relax and play safely in the city.

FLU Policy 1.1.9 The City shall continue to provide for a variety of housing densities in the Future Land Use Plan.

Objective FLU 1.2: Develop and implement land use programs to encourage the elimination or reduction of existing uses inconsistent with the community’s character and adopted future land uses.

FLU Policy 1.2.1 The application for land use amendments shall include an explanation of compatibility with surrounding land uses.

FLU GOAL 2.0: Ensure that facilities and services necessary to serve the adopted future land use plan and the anticipated population, taking into consideration both permanent and seasonal (including tourist), are provided as development occurs.

Objective FLU 2.1: Maintain an administrative system which ensures that the infrastructure necessary to maintain the adopted levels of service is in place and operational concurrent with the impacts of any new development.

FLU Policy 2.1.1.A The City shall maintain a level of service standard for each public facility located within its jurisdiction for which it has the authority to issue development orders or development permits.

FLU Policy 2.1.6 The City shall issue development orders and permits for future development and redevelopment only if public facilities necessary to meet level of service standards (which are adopted as part of the Capital Improvements Element of this plan) are available concurrent with the impacts of the development.

FLU Policy 2.1.7 The City shall require that all future land use map amendments ensure the availability of potable water supplies and facilities before adoption

FLU Policy 2.1.9 In coordination with Policy UT 1.5.2 of the Utilities Element of the Deerfield Beach Comprehensive Plan, all new development within the City (residential, commercial and industrial) shall be serviced by a centralized wastewater system.

FLU Objective 2.3 Discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

GOAL FLU 8.0 Promote and implement appropriate land uses and development patterns consistent with smart growth and sustainable management principles to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City's residents and visitors.

Objective FLU 8.1: Coordinate land use and transportation planning activities to enhance neighborhood livability by providing a variety of transportation choices, reducing commute times to work, and reducing greenhouse gas emissions.

HOUSING ELEMENT

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

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

Policy HS 1.1.1: The City shall prioritize and streamline development review and permitting processes for housing, especially affordable housing, in order to minimize the undesired impact these processes have on housing costs.

Policy HS 1.1.2: The City shall coordinate, and when appropriate, partner with private and non-profit sectors to improve coordination among

participants in housing production This shall include, but not be limited to, close coordination with the following parties: private developers, especially those providing low and moderate income housing;; Community Housing Development Organization; The Deerfield Beach Housing Authority; The Broward County Housing Authority; The Broward County Housing and Community Development Division; and the Broward Housing Partnership.

Policy HS 1.1.4: The City shall continue to provide for a variety of dwelling unit densities and housing types in the permitted uses section of the Future Land Use Element and the land development regulations so as to allow for the development of housing affordable for all income levels over the planning timeframe.

Policy HS 1.1.7: The City shall encourage infill development on vacant or underused sites within residential areas.

IX. PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master associations, homeowner associations, etc.

The applicant/local government will comply with SEC 98-35 of the City's Code described below.

Sec. 98-35. Public notice requirements for development permits.

- (1) *Public notice required. Compliance with applicable laws.* Prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law. The applicant shall be responsible for compliance with this Code and all applicable county, state and federal law.
- (2) *Application form.* Upon a determination that the development permit shall be heard at a city commission hearing, the planning and development services department shall provide a form template to the applicant that provides for identification of the application type, application location, hearing date, hearing time, hearing location, accessibility notice, city phone number and city website address. Failure to adhere to the requirements of the approved form may result in the applicant's item not being considered by the city commission.
- (3) *Location map.* A location map, in a form approved by the planning and development services department, shall be prepared by the applicant and provided with all required mailed notices and, if required by applicable law, with all published notices.

- (4) *Published notice.* A public notice shall be placed in a newspaper of general circulation and published on at least one occasion at least seven days and no more than ten days prior to the hearing in accordance with F.S. § 166.041. Additional notices shall be published by the applicant if required by applicable law.
- (5) *Mailed notice. Affidavit required.* A written notice, in a form approved by the city, shall be prepared by the applicant and provided to all property owners within 500 feet of the subject property. The written notice shall be mailed and post marked in an envelope with a legible return address, not fewer than 15 days and no more than 20 days prior to the date set for public hearing. A list of all property owners within 500 feet of the subject property shall be taken from the latest ad valorem tax record of the Broward County property appraiser's office. Notice to the addresses shown on the latest ad valorem tax record of the property appraiser's office is deemed to be notice to all owners of such property. Such notice shall be in substantially the same form as the standard form for publication notice approved by the city. A signed and notarized affidavit of proof of the required mailing shall be filed with the planning and development services department on the date of the mailing. A list of all mailings returned shall be counted and given to the planning and development services department prior to the public hearing.
- (6) *Posted notice at property.* A posted notice, in the form approved by the city, shall be erected adjacent to each public-right-of-way of the subject property at least 15 days prior to, and no more than 20 days prior to, the date set for public hearing and shall be maintained by the applicant at the subject property until the time for removal as provided below. The posted notice, and the applicant responsible for the posted notice, shall meet all of the following requirements:
 - (a) The notice placed upon the property shall be four-foot by four-foot and stand six feet tall.
 - (b) The notice shall contain a solid white or yellow background and legible lettering a minimum of four inches tall, in a large black typeface, which is easily readable by the public from the perimeter of the property.
 - (c) A signed and notarized affidavit of proof of the posted notice shall be filed with the planning and development services department within 24 hours of installation of the required posted notice.
 - (d) If the property does not front on to a public right-of-way, the posted notice shall be placed on the subject property in such a manner as to give maximum exposure to the public.
 - (e) In the event that any public hearing item is tabled or deferred, the applicant shall amend all posted notices on the subject property, at least seven days prior to the public hearing(s), to show the new date, time and location of the hearing(s). The applicant shall certify that the posted notice was amended as required and shall file a new affidavit of posting with the planning and development services department within 24 hours of the date the posted notice is amended in accordance with this subsection.
 - (f) Posted notices shall be removed by the applicant within seven days after final

hearing of the development permit application by the city commission.

XVI. ADDITIONAL SUPPORT DOCUMENTS

- A. Other support documents or summary of support documents on which the proposed amendment is based.

N/A.

- B. Any proposed voluntary mitigation or draft agreements.

N/A.

XVII. PLAN AMENDMENT COPIES

- A. 3 hard copies and 10 digital copies (13 copies total) for the BCPC (Please include additional copies if amendment site is adjacent to other municipalities and/or county jurisdictions). Additional copies may be requested by the Planning Council Executive Director after the initial application submittal.

To be provided with transmittal.

- B. If requesting concurrent transmittal to DEO, 1hard copy and 10 digital copies (11copies total), as required by DEO, of the corresponding local land use plan amendment application, including transmittal letter from municipality to DEO

To be provided with transmittal.

EXHIBITS

EXHIBIT A: SURVEY

EXHIBIT B: LOCATION MAP

EXHIBIT C1: CURRENT FUTURE LAND USE – CITY

EXHIBIT C2: CURRENT FUTURE LAND USE - COUNTY

EXHIBIT D1: PROPOSED FUTURE LAND USE – COUNTY

EXHIBIT D2: PROPOSED FUTURE LAND USE - COUNTY

EXHIBIT E: WATER & SEWER & DRAINAGE CORRESPONDENCE

EXHIBIT F: SOLID WASTE CORRESPONDENCE

EXHIBIT G: PARKS INVENTORY

EXHIBIT H: MASS TRANSIT CORRESPONDENCE

EXHIBIT I: VEGETATIVE ANALYSIS

EXHIBIT J: DRAFT DECLARATION OF RESTRICTIVE COVENANTS

EXHIBIT K: RESO NO. 2023/012

EXHIBIT L: MEETING MINUTES 1/10/2023

EXHIBIT A SURVEY

P:\Cities_Villages_Towns\Deerfield_Beach\08-23-017-555-SW-3RD\PLANS\08-23-017-V-01-LEGEND.dwg, 5/22/2025 11:44:18 AM, T:\Martin, I-2

GENERAL ABBREVIATIONS	
ABRV	DESCRIPTION
A/C	AIR CONDITION PAD
BCR	BROWARD COUNTY RECORDS
BOTT	BOTTOM
(C)	CALCULATED
CIP	CAST IRON PIPE
CL	CENTER LINE
CONC	CONCRETE
(D)	DEED/DESCRIPTION
DIP	DUCTILE IRON PIPE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EXIST	EXISTING
FF	FINISHED FLOOR
FND	FOUND
FPL	FLORIDA POWER & LIGHT
GE	GRATE ELEVATION
HDPE	HIGH DENSITY POLYETHYLENE
IE	INVERT ELEVATION
IR	IRON ROD
IRC	IRON ROD AND CAP
IP	IRON PIPE
L	ARC LENGTH
LB	LICENSED BUSINESS
LF	LINEAR FEET
(M)	MEASURED
MND	MAGNETIC NAIL AND DISC
NTS	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RE	RIM ELEVATION
R/W	RIGHT OF WAY
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TOP	TOP OF PIPE
TYP	TYPICAL
Δ	DELTA
34-03-69 SECTION-TOWNSHIP-RANGE	

GENERAL SYMBOL LEGEND					
SYM.		DESCRIPTION			
CONTROL		AERIAL TARGET	TELE/ TV		TELEPHONE JUNCTION BOX
		BENCH MARK			TELEPHONE RISER
		IRON PIPE			TELEPHONE MANHOLE
		IRON ROD			FIBER OPTIC CABLE MARKER
		NAIL & DISC			CATV RISER
		IRON ROD AND CAP			TELEPHONE MARKER
ELECTRICAL		ELECTRIC MANHOLE	WATER		BACKFLOW PREVENTOR
		ELECTRICAL OUTLET			FIRE HYDRANT
		GROUND LIGHT			SIAMESE CONNECTION
		ELECTRIC JUNCTION BOX			WATER METER
		ELECTRIC METER			WATER VALVE
		TRAFFIC CONTROL BOX			WATER SPIGOT
POLES		ELECTRICAL RISER	TREES		IRRIGATION CONTROL VALVE
		TRANSFORMER			IRRIGATION METER
		CROSSWALK POST			GENERIC TREE (TRG)
		GUY WIRE			OAK TREE (TRO)
		LIGHT POLE			PINE TREE (TRP)
		CONCRETE UTILITY POLE			PALM TREE (TRPL)
SAN SWR		WOOD UTILITY POLE	MISCELLANEOUS		BORING HOLE
		CLEAN OUT			METER (UNKNOWN)
		SANITARY MANHOLE			BOLLARD
		STUB OUT			COLUMN
		STAND PIPE			MAIL BOX
		SEWER VALVE			FLAG POLE
STORM		CATCH BASIN	HATCHES		MANHOLE (UNKNOWN)
		STORM DRAIN MANHOLE			SATELLITE DISH
		YARD DRAIN			SIGN
		CURB INLET			PARKING METER
		CURB INLET W/ MANHOLE			POST
		CURB INLET W/ GRATE			HAND HOLE
GAS / FUEL		CI W/ MANHOLE & GRATE		GATE POST	
		GAS METER		TRASH CAN	
		GAS MANHOLE		BIKE RACK	
		GAS VALVE		CONCRETE	
		MONITORING WELL		BRICK PAVERS	
		GAS MARKER		STONE	
		VENT PIPE		ASPHALT	
				DIRT/SAND	

- SURVEYOR'S NOTES:**
- REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - NO SEARCH OF THE PUBLIC RECORDS WAS UNDERTAKEN FOR EASEMENTS, RIGHTS OF WAYS, RESTRICTIONS OR OTHER RECORDED OR EVIDENCE OF UNRECORDED DOCUMENTS BY THIS FIRM, THOUGH A LIMITED SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED FOR THE LEGAL DESCRIPTION AND RIGHT OF WAY INFORMATION SHOWN HEREON.
 - BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. (CALCULATED PER FIELD MEASUREMENTS TO BEAR NORTH 01° 13' 03" WEST) AND ALL OTHER BOUNDARY LINES ARE RELATIVE THERETO.
 - THERE MAY BE UNDERGROUND 'FOOTINGS', DRAINAGE, UTILITIES, ETC. NOT SHOWN OR INDICATED HEREON.
 - THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PREMISE OF THIS SURVEY IS TO DEFINE THE BOUNDARIES OF THE PARCEL DESCRIBED HEREIN FOR INCLUSION WITH ZONING CHANGE DOCUMENTS. A TRIMBLE R12 GNSS INSTRUMENT WITH TRIMBLE TSC-7 DATA COLLECTION WAS UTILIZED TO ESTABLISH HORIZONTAL SURVEY CONTROL AND LOCATE MISC. FEATURES. A TOPCON ES-102 INSTRUMENT WITH RANGER (TDS) DATA COLLECTION WAS UTILIZED TO COLLECT DATA IN THE HORIZONTAL PLANE AND ALSO RUN A GEOMETRICALLY CLOSED TRAVERSE.
 - ALL SYMBOLS SHOWN HEREON ARE FOR REPRESENTATIONAL PURPOSES ONLY AND ARE NOT TO SCALE.
 - THE DIGITAL DATA PROVIDED IS INTENDED TO BE VIEWED AT A SCALE OF 1" = 20' ON A STANDARD 24" X 36" SHEET.
 - ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET AND DECIMALS THEREOF.
 - THE RECORDING INFORMATION FOR SW 3RD AVENUE ADJACENT TO THE SURVEYED PARCEL WAS TAKEN FROM THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION MAP FOR SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA AND DESCRIBES AN AREA BOUNDED BY A LINE 35 FEET FROM THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. BASED ON THE BROWARD COUNTY PROPERTY APPRAISER WEBSITE AND CONSTRUCTED IMPROVEMENTS THE RIGHT OF WAY OCCUPIES AN AREA BOUNDED BY A LINE 40 FEET FROM THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 1. THE RIGHT OF WAY PER DESCRIPTION IS SHOWN HEREON.
 - THE LANDS SHOWN HEREON CONTAIN A GROSS AREA OF 1.36 ACRES, MORE OR LESS (INCLUDING RIGHT OF WAY). GROSS LAND AREA EXCLUDING 40 FOOT RIGHT OF WAY CONTAINS 1.20 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

(OFFICIAL RECORDS BOOK 5816, PAGE 938, BROWARD COUNTY, FLORIDA)

THE NORTH 177.70 FEET OF THE SOUTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAINING 1.36 ACRES.

LOCATION MAP
SCALE: N.T.S.



STANDARD LINETYPES			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	BASELINE	BTC	BURIED TRAFFIC CONTROL
	PARCEL LINE	<C>	COMMUNICATIONS DUCTBANK CL
	BOUNDARY LINE	<F>	FIBER OPTIC DUCTBANK CL
	EASEMENT LINE	OHW	OVERHEAD WIRE
	LOT LINE	BE	BURIED ELECTRIC
	RIGHT OF WAY LINE	SL	BURIED STREET LIGHTING
	CENTER LINE	<E>	ELECTRICAL DUCTBANK
	SECTION LINE	FM	FORCE MAIN
	LANDSCAPE/TREE LINE	SAN	SANITARY SEWER
	EDGE OF WATER	SNS	SANITARY SERVICE
	RAILROAD TRACKS	VS	VACUUM SEWER
	PLAT LINE	SD	STORM DRAIN
	CURB & GUTTER	FIRE	FIRE LINE
	FENCE LINE	RWL	RAW WATER LINE
	GUARD RAIL	WL	WATER LINE MAIN
UNK	UNKNOWN UTILITY	WLC	WATER LINE CHILLED
	ABANDONED UTILITY	WS	WATER SERVICE
NFVU	NON FIELD VERIFIED UTILITY	IRR	IRRIGATION LINE
BCTV	BURIED CABLE TV	GAS	GAS LINE ABOVE GROUND
BCL	BURIED COMMUNICATIONS LINE	BG	BURIED GAS LINE
FOC	FIBER OPTIC CABLE	GS	BURIED GAS SERVICE LINE
BT	BURIED TELEPHONE	FUEL	FUEL LINE

DIGITAL SIGNATURE	
IF THIS DOCUMENT WAS DIGITALLY SIGNED BY THE SURVEYOR ON THE DATE SHOWN, PRINTED COPIES OF THE DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	
SURVEYORS CERTIFICATE:	
I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS APPLICABLE SECTIONS OF THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO QUALIFICATIONS NOTED HEREON.	
FOR THE FIRM BY:	ROBERT D. KEENER PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4846
FIELD DATE:	03/09/23
SIGNATURE DATE:	

2	03/21/23	1947/63	JBF	ADD R/W PER CLIENT	RDK
1	03/10/23	1947/63	JBF	MAP OF BOUNDARY SURVEY	RDK
NO.	DATE	FB / PG	DWN	REVISION	CKD

PREPARED FOR
CITY OF DEERFIELD BEACH

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(561) 314-4445
CERTIFICATE. NO. LB0003110

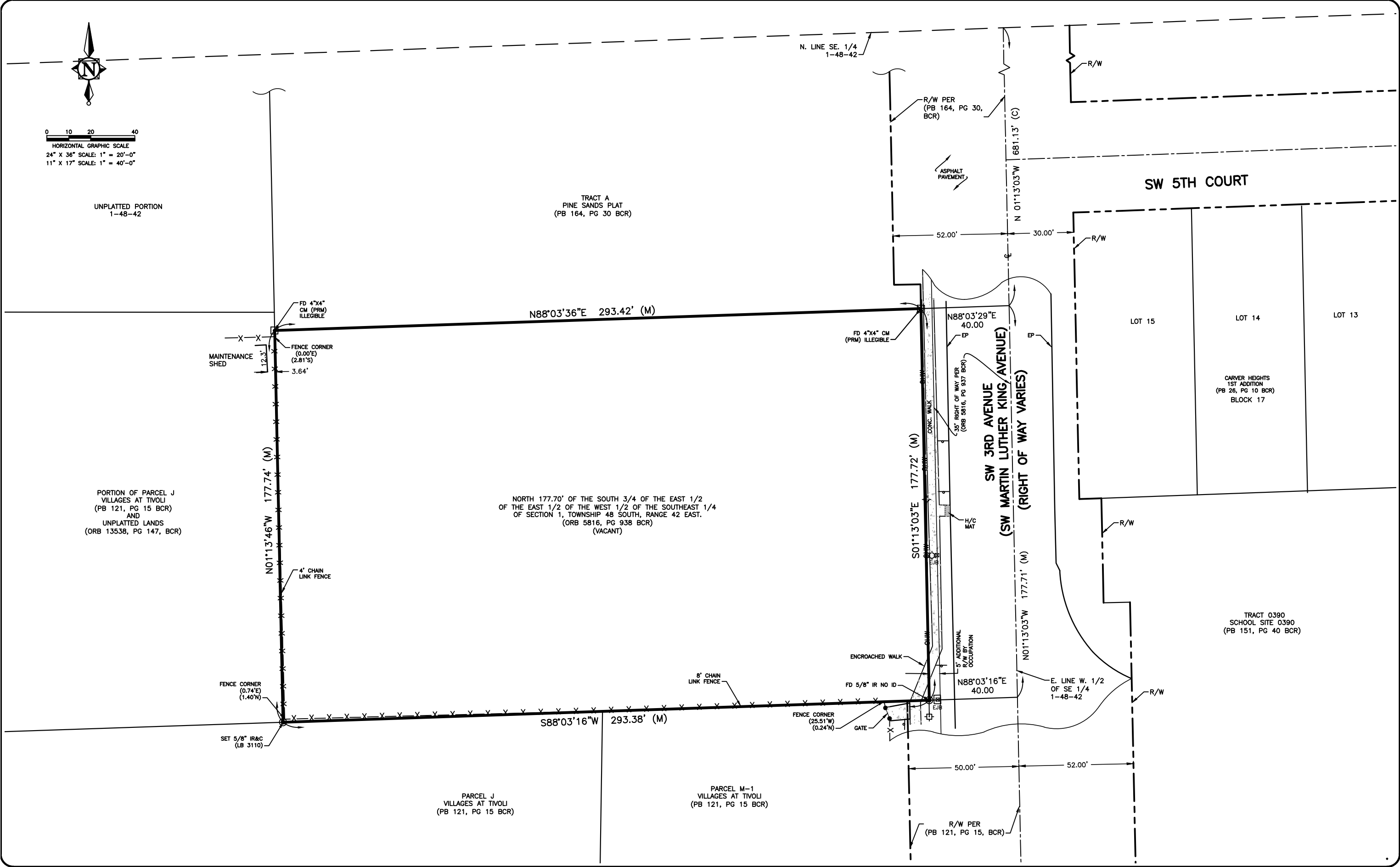
**MAP OF
BOUNDARY SURVEY**

555 SW 3RD AVENUE
DEERFIELD BEACH, FLORIDA
LEGEND

FILE NAME: 08-23-017-V-01-LEGEND.dwg
LAST SAVED: 03/22/23 - 7:47am
CAS PROJECT NUMBER
08-23-017

SHEET
V-01
OF
02

\\cae-file\Projects\Cities_Villages_Towns\Deerfield_Beach\08-23-017-555-SW-3RD\PLAN5\08-23-017-V-02-SRVY.dwg, 3/22/2025 12:59:34 PM, Wkalbach, 1:2



NO.	DATE	FB / PG	DWN	REVISION	CKD
2	03/21/23	1947/63	JBF	ADD R/W PER CLIENT	RDK
1	03/10/23	1947/63	JBF	MAP OF BOUNDARY SURVEY	RDK

PREPARED FOR
CITY OF DEERFIELD BEACH

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(561) 314-4445
CERTIFICATE NO. LB0003110

MAP OF
BOUNDARY SURVEY

555 SW 3RD AVENUE
DEERFIELD BEACH, FLORIDA

FILE NAME: 08-23-017-V-02-SRVY.dwg
LAST SAVED: 03/22/23 - 11:45am
CAS PROJECT NUMBER
08-23-017

SHEET
V-02
OF
02



**555 SW 3rd AVENUE
LOCATION**

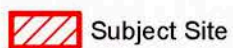


EXHIBIT B



1 inch = 1,000 feet

**Leigh Robinson Kerr
& Associates, Inc.**

808 East Las Olas Boulevard
Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-6308
E: Lkerr808@bellsouth.net



EXHIBIT C1
CITY OF DEERFIELD BEACH
CURRENT FUTURE LAND USE



SUBJECT SITE



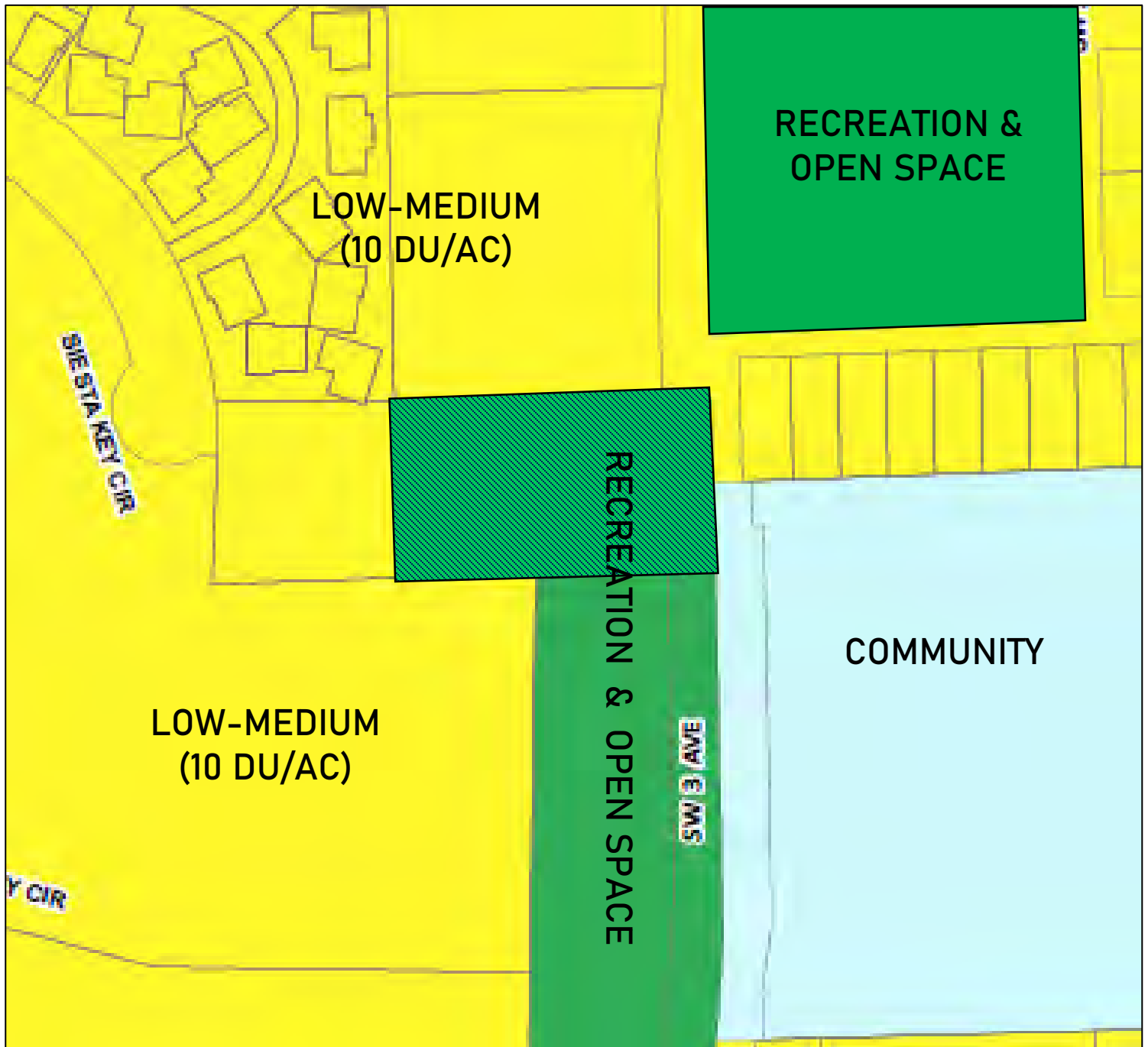


EXHIBIT C2
BROWARD COUNTY
CURRENT FUTURE LAND USE



SUBJECT SITE





EXHIBIT D1
CITY OF DEERFIELD BEACH
PROPOSED FUTURE LAND USE



SUBJECT SITE



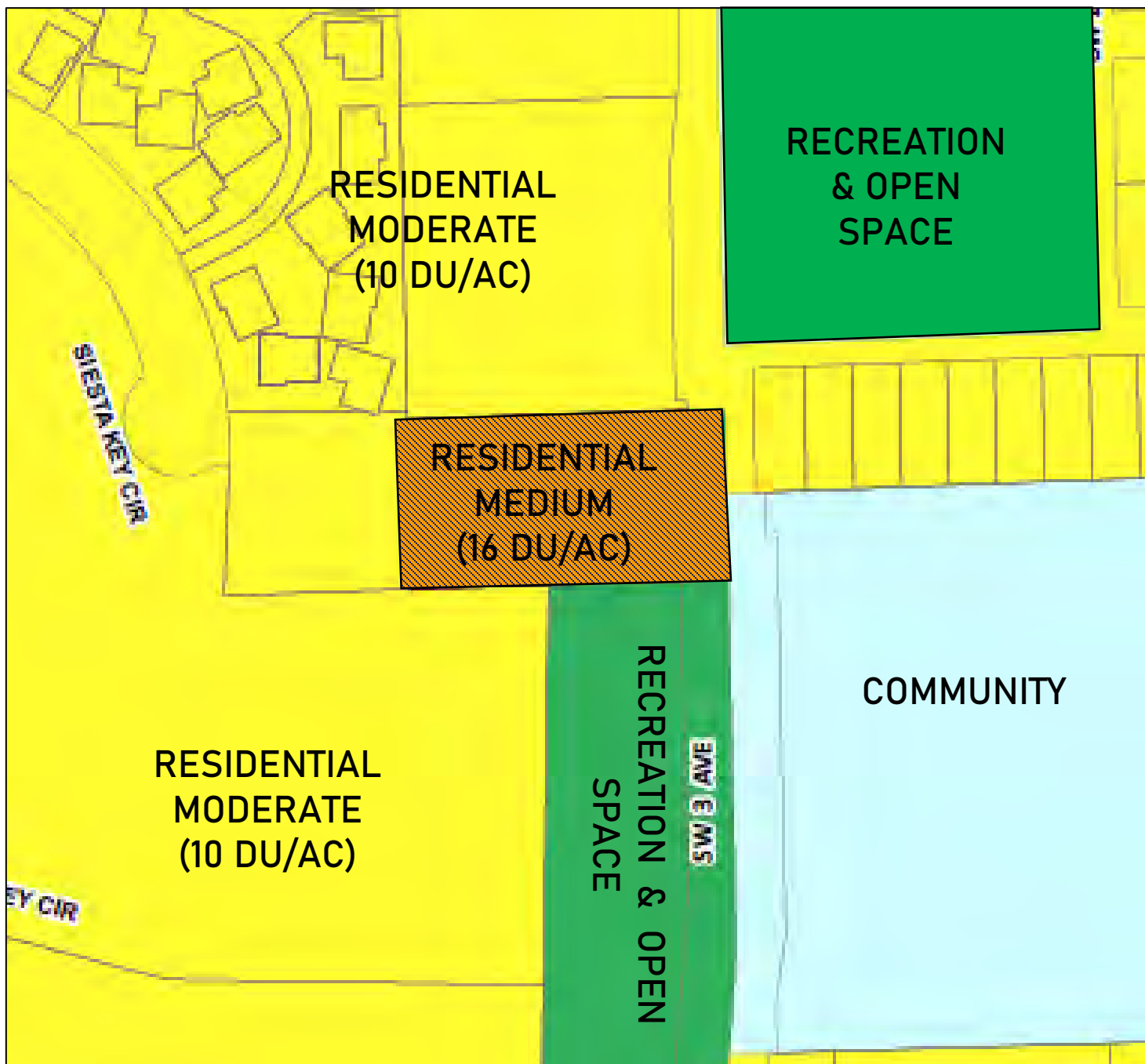


EXHIBIT D2
BROWARD COUNTY
PROPOSED FUTURE LAND USE



SUBJECT SITE





EXHIBIT E

Date: April 28, 2023

Kelly Ray
Planner
Leigh Robinson Kerr and Associates, Inc.
808 East Las Olas Blvd, Suite 104
Fort Lauderdale, FL 33301

Re: 555 SW 3rd Ave (LUPA)
Verification of Potable Water, Wastewater Service and Drainage

Kelly:

The Potable Water, Waste Water and Drainage service calculations provided in correspondence received on April 14, 2023 for the referenced property located at 555 SW 3RD AVE, DEERFIELD BEACH 33441 are consistent with the City required calculations based on the City's level of service for Deerfield Beach 2020 Comprehensive Utilities Element Plan adopted November 15, 2022

While we verify the existence of Potable Water, Sanitary Sewer and Drainage utility facilities adjacent to the proposed development, this does not alleviate the developer's responsibility to analyze the existing utilities for adequacy to address demand. This analysis shall be performed at the time of Engineering Permit application review. Be aware that off-site improvements may be required based on the condition/size of the existing utilities as well as the capacity at the receiving Sewage Lift Station to handle the added demand on the system.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Alfonso Orellana, CFM
Plans Review Engineer

**Leigh Robinson Kerr
& Associates, Inc.**

Member, American Institute of Certified Planners

April 14, 2023

Environmental Services Director
City of Deerfield Beach
200 Goolsby Boulevard
Deerfield Beach, FL 33442

**Re: "555 SW 3rd Ave" Land Use Plan Amendment Water, Wastewater and
Drainage Analysis**

Dear Sir:

My office is preparing an application for a land use plan text amendment (LUPA) in the City of Deerfield Beach. As part of our analysis, we are required to evaluate the impacts of the proposed amendment and confirm the effect on potable water, sanitary sewer and drainage.

I have attached a copy of the analysis we have prepared and a site location map. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

If you should have any questions or require additional information, do not hesitate to contact me.

Thank you for your assistance in this matter.

Sincerely,


Kelly Ray
Planner

Enclosures

A. PROJECT INFORMATION

The City of Deerfield Beach is the owner of this property and has identified this approximately 1.36-net acre net/1.52-gross acre parcel as an area of opportunity for affordable housing development. In order for the City to be able to make this property available under the property disposition process, the Land Use must be amended. The current Land Use is Conservation under the City Future Land Use Map and Recreation & Open Space under the County Future Land Use Map. In order to amend the Land Use, the City must process a local and County land use plan amendment.

The maximum allowable development under the current and proposed land use designations are as follows:

	Existing Future Land Use	Site Area	Maximum Development under Existing Land Use
City	Conservation	1.52 gross acres	1.52 ac of Conservation
County	Recreation & Open Space	1.52 gross acres	1.52 acres of Rec & Open Space

	Proposed Future Land Use	Site Area	Maximum Development under Proposed Land Use
City	Residential Medium (15 du/ac)	1.52 gross acres	22 Dwelling Units
County	Medium (16) Residential	1.52 gross acres	24 Dwelling Units

Due to the low-impact of the existing Conservation land use (city plan) and Recreation & Open Space land use (County plan), the existing/before condition was calculated as having zero (0) impact on public facilities and services. The ability of public services and facilities to meet the demands using this conservative approach to the “existing/before” condition further demonstrates the demands resulting from the proposed residential use can be met.

B. POTABLE WATER ANALYSIS

1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.

The subject site is located within the City of Deerfield Beach water service area. The City's water level of service is 170 gpcd as stated in Sec 4.3.2 of the Deerfield Beach 2020 Comprehensive Water Supply Facilities Work Plan adopted November 15, 2022.

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant expansions, including year and funding sources.

The subject property is served by the City of Deerfield Beach West water treatment plant. Based upon the City's 2020 update of the Water Supply Facilities Work Plan, the capacity of the west plant is 21 MGD. The water use permit issued by SFWMD allocates 14.15 MGD from the Biscayne and Floridan aquifers. The City purchases an additional 0.59 MGD of raw water from the Broward County's regional water system. Therefore, the City's total available water supply is 14.74 MGD

PLANT CAPACITY & DEMAND – POTABLE WATER	
Current Plant Capacity	21.0 MGD
Current and Committed Plant Demand	10.41 MGD ¹
SFWMD Permitted Withdrawal (10.15 MGD from Biscayne Aquifer; 4.00 MGD from Floridan Aquifer; 0.59 MGD from Broward County)	14.74 MGD
Expiration Date of SFWMD Permit (#06-00082-W)	5/14/2029

¹ Demand per Table 5.1: 2025 Projected Population and Water Demand Forecast – City Service Area, 2020 Comprehensive Water Supply Facilities Work Plan.

3. Identify the wellfield serving the service area in which the amendment is located including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.

WELLFIELDS (Broward County North Regional Wellfield)	
<u>Capacity:</u> 10.15 MGD from Biscayne Aquifer; 4.00 MGD from Floridan Aquifer	14.15 MGD
Current + Committed Capacity	10.41 MGD
Remaining Capacity	3.74 MGD
Expiration Date of SFWMD Permit (#06-00082-W)	5/14/2029
Source: 2020 Water Supply Plan Update	

4. Identify the net impact on potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per s.f.* or d.u.

POTABLE WATER IMPACT			
Broward County	Use	Rate/Calculation	Total
Current	Recreation & Open Space	0 GPD	0 GPD
Proposed	Medium (16) Residential: 22 DUs	x 141 GPD/DU	= 3,102 GPD
Source: Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.		change	+ 3,102 GPD

5. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-4 above. Correspondence must contain name, position and contact information of party providing verification.

See: WATER & SEWER CORRESPONDENCE and below:

Name: Environmental Services Director
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: Phone: 954-480-4400 E: dfbenv@deerfield-beach.com
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

C. SANITARY SEWER ANALYSIS

1. Provide the sanitary sewer LOS per the adopted and certified local land use plan.

The adopted level of service for sanitary sewer in the City as specified in the Utilities Element adopted in 2022 is 105.7 gallons annual average daily flow per capita of permanent population.

2. Identify the sanitary sewer facilities serving the site including the current plant capacity, current plus committed demand on plant capacity, and planned plant capacity.

The subject site is in the service area of the Broward County North Regional Wastewater Treatment Plant.

SANITARY SEWER DEMAND AND CAPACITY	
Broward County North Regional Wastewater Treatment Plant	
Plant Capacity	95.0 MGD
Current + Committed Plant Demand	(70.04 + 3.018) = 73.06 MGD
Planned Plant Capacity	No planned expansions.
Source: Broward County Water Wastewater Calculations Sheet	

3. Identify the net impact on sanitary sewer demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or du.

SANITARY SEWER IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total (GPD)</i>
Current	Recreation & Open Space	0 GPD	= 0 GPD
Proposed	Medium (16) Residential: 22 DUs	x 100 GPD/DU	= 2,200 GPD
Source: Broward County Guidelines for Determining Ability to Provide Potable Water and Wastewater Service.			
change			+ 2,200 GPD

4. Correspondence from sewer provider verifying information submitted as part of the application on items 1-4. Correspondence must contain name, position and contact information of party providing verification.

See WATER & SEWER CORRESPONDENCE and below:

Name: Environmental Services Director
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: Phone: 954-480-4400 E: dfbenv@deerfield-beach.com
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442

D. DRAINAGE ANALYSIS

1. Provide the adopted level of service standard for the service area in which the amendment is located.

The level of service for drainage in the City of Deerfield Beach will be consistent with Chapter 62-25, F.A.C. and the regulations of the South Florida Water Management District, Broward County and the Florida Building Code.

Subject	Deerfield Beach Adopted Drainage Level of Service Standards
Road Protection	Residential streets not greater than fifty feet wide rights-of-way to have crown elevations no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map." Rights-of-way greater than fifty feet wide to have an ultimate edge of pavement no lower than the elevation for the respective area depicted on the ten year "FEMA Flood Map."
Building Elevations	To have the lowest floor elevation no lower than the elevation for the respective area depicted on the "100 Year Flood Elevation Map", the FEMA Base Flood Elevation for the area or the site-specific 100-yr, 3-day design storm stage, whichever is highest. Off Site Discharge Not to exceed the inflow limit of SFWMD primary receiving canal or the local conveyance system, whichever is less.
Storm Sewers	Design frequency minimum to be three-year rainfall intensity of the State Department of Transportation Zone 10 rainfall curves.
Flood Plain Routing	Calculated flood elevations based on the ten-year and one hundred-year return frequency rainfall of three day duration shall not exceed the corresponding elevations of the ten year "FEMA Flood Map" and the "100-Year Flood Elevation Map."
Antecedent Water Level	The elevation depicted on the map "Average Wet Season Water Levels".
On Site Storage	Minimum capacity above antecedent water level and below flood plain routing elevations to be design rainfall volume minus off site discharge occurring during design rainfall, except for the 100-yr, 3-day design storm event, which is zero discharge.

Water Quality	Prior to discharge to surface or ground water, 80% or 95% reductions in pollutant load must be achieved based on the rebuttable presumptions of the water quality treatment criteria.
---------------	---

2. Identify the drainage district and drainage systems serving the amendment area.

The subject property is within the drainage district managed by the City of Deerfield Beach.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

All improvements required to meet the adopted level of service will be installed in conjunction with new development.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

No application for a drainage permit has been submitted with this land use plan amendment. With the development plans for the property, the applicant will submit an application for a surface water management system permit. The surface water management system will be designed to meet all required City and County requirements.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrated how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage for proposed water management retention area, elevations for buildings, roads and yards, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

Development within the site will be required to meet the drainage standards of the City, Broward County Department of Planning and Environmental Protection, and the South Florida Water Management District. The subject site will meet the level of service when development of the site is complete.

6. Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

See **EXHIBIT G: DRAINAGE CORRESPONDENCE** and below:

Name: Environmental Services Director
Agency: Deerfield Beach Environmental Services/Engineering Dept.
Ph: Phone: 954-480-4400 E: dfbenv@deerfield-beach.com
Address: 200 Goolsby Boulevard, Deerfield Beach, FL 33442



**555 SW 3rd AVENUE
LOCATION**



Subject Site



1 inch = 1,000 feet

**Leigh Robinson Kerr
& Associates, Inc.**

808 East Las Olas Boulevard
Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-6308
E: Lkerr808@bellsouth.net

Leigh Robinson Kerr
& Associates, Inc.

Member, American Institute of Certified Planners

June 20, 2023

Via E-mail: gsmith@strategysmith.com

Grant Smith, Esq. on Behalf of Waste Connections of Florida
Strategy Smith PA
101 E. Las Olas Blvd #130-120
Fort Lauderdale, FL 33301

Re: "555 SW 3rd Ave" Land Use Plan Amendment - Solid Waste Analysis

Dear Sir:

My office is preparing an application for a land use plan text amendment (LUPA) in the City of Deerfield Beach. As part of our analysis, we are required to evaluate the impacts of the proposed amendment and confirm the effect on solid waste.

I have attached a copy of the analysis we have prepared and a site location map. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

If you should have any questions or require additional information, do not hesitate to contact me.

Thank you for your assistance in this matter.

Sincerely,


Kelly Ray
Planner

Enclosures

A. PROJECT INFORMATION

The City of Deerfield Beach is the owner of this property and has identified this approximately 1.36-net acre net/1.52-gross acre parcel as an area of opportunity for affordable housing development. In order for the City to be able to make this property available under the property disposition process, the Land Use must be amended. The current Land Use is Conservation under the City Future Land Use Map and Recreation & Open Space under the County Future Land Use Map. In order to amend the Land Use, the City must process a local and County land use plan amendment.

The maximum allowable development under the current and proposed land use designations are as follows:

	Existing Future Land Use	Site Area	Maximum Development under Existing Land Use
City	Conservation	1.52 gross acres	1.52 ac of Conservation
County	Recreation & Open Space	1.52 gross acres	1.52 acres of Rec & Open Space

	Proposed Future Land Use	Site Area	Maximum Development under Proposed Land Use
City	Residential Medium (15 du/ac)	1.52 gross acres	22 Dwelling Units
County	Medium (16) Residential	1.52 gross acres	24 Dwelling Units

Due to the low-impact of the existing Conservation land use (city plan) and Recreation & Open Space land use (County plan), the existing/before condition was calculated as having zero (0) impact on public facilities and services. The ability of public services and facilities to meet the demands using this conservative approach to the “existing/before” condition further demonstrates the demands resulting from the proposed residential use can be met.

B. SOLID WASTE ANALYSIS

1. Provide the potable water level of service per the adopted and certified local land use plan, including the adoption date of the 10 Year Water Supply Facilities Plan.

The City of Deerfield Beach's adopted level of service for solid waste collection is 5.4 lbs per capita per day and 7.0 lbs per capita per day for disposal

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant expansions, including year and funding sources.

The City has contracted Waste Connections, Inc. for solid waste processing, transportation and disposal of municipal waste and recycling is delivered by the city to Waste Management's Transfer Station in Deerfield Beach.

The City is served by the Waste Connection's transfer station with final disposal at the John E. Drury (JED) landfill in Saint Cloud, Florida. The City sends approximately 72,000 tons per year to this facility. The landfill has a 3,836,210 tons per year capacity of available capacity until the year 2032. The total capacity for the JED landfill is 52,215,585 tons.

Per Table 5.9 of the City's Solid Waste Sub-Element, the City's projected solid waste generation on 2030 is 115,000 tons per year and in 2040 is 118,665 tons per year.

3. Identify the net impact on solid waste demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.

SOLID WASTE IMPACT			
	<i>Use</i>	<i>Calculation</i>	<i>Total</i>
Current	Recreation & Open Space	0 Lbs/day	= 0 Lbs/day
Proposed	Medium (16) Residential: 22 DUs	X 8.9 Lbs/day	= 196 Lbs/day
Change			+ 196 Lbs/day

Source: City Comprehensive Plan Policy 8.1.1

4. Correspondence from the solid waste provider verifying that capacity is available to serve the amendment area the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

See EXHIBIT F: SOLID WASTE CORRESPONDENCE and below:

Name: Grant Smith, Esq. on Behalf of Waste Connections of Florida
Agency: Strategy Smith PA
Email *gsmith@strategysmith.com*
Ph: 954-328-9064
Address: 101 E. Las Olas Blvd #130-120, Fort Lauderdale, FL 33301



**555 SW 3rd Avenue
LOCATION**



Subject Site



1 inch = 1,000 feet

**Leigh Robinson Kerr
& Associates, Inc.**

808 East Las Olas Boulevard
Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-5308
E: lkerrr808@bellsouth.net

Deerfield Beach Recreation and Open Space—2021 Update
May 6, 2021

The need for recreation and open space land uses is analyzed by the acres of park land per 1,000 permanent and projected residents. The 1977 Broward County Land Use Plan outlined minimum standards for Community and Regional Parks, which are still in place today. Municipal governments are responsible for providing a minimum of three (3) acres of Community and Regional Parks within the city limits, while Broward County is responsible for providing three (3) acres of Regional parks per 1,000 residents county-wide.

Applying Broward County's 2020-2045 current population estimates (including group quarters), the table below displays the acreage for community parks per 1,000 permanent residents for the existing and 2045 projected Deerfield Beach population. The 382.93 acres of 2020 park acreage is in accordance with the guidelines for community parks outlined in the 2017 Broward County Comprehensive Plan.

Land Use Amendment LUPA #64A amended the Future Land Use (FLU) designations on +/- 5.7 gross acres of property from Commercial (5.1 acres) and Residential Moderate - 10 du/ac (.6 acres) to Residential Irregular - 48.6 du/ac. The Property is generally located on the west side of Federal Highway and east of NE 9th Avenue between NE 4th Street and NE 2nd/Eller Street. The amendment was adopted by the City Commission on April 6, 2021.

The totaled current and allowed park acres have been revised per the County's 2020 – 2045 population estimates.

Based on the difference between the required and allowable acreage in the 'Recreation and Open Space Inventory' table on the following page, the City will have a surplus of 118.98 gross acres of recreation and open space acreage at the LOS of 3 acres per 1,000/residents by 2045.

PROJECTED RECREATION ACREAGE PER PERSON 2020 - 2045

Date	Population	Recreation Acreage (Per FLU Map)	Acres per Thousand LOS
2020	78,912	382.93	4.85
2030	89,381	382.93	4.28
2045	93,188	398.54	4.28

RECERTIFIED: 1/28/21
 EFFECTIVE: 11/16/21

Deerfield Beach Recreation and Open Space Inventory

2020 Required Park Acreage @ 3 Acres/1000 residents: **236.74** (gross acres)

2045 Required Park Acreage @ 3 Acres/1000 residents: **279.56** (gross acres)

City Parks	Acres (per FLU map)	Allowable Acreage	Notes
Mini Parks			
451 SE 19 Ave	1.49	1.49	
SE 19 Ave Median Park	0.50	0.50	
Sullivan Park	2.51	2.51	
Mayo Howard Park	5.93	5.93	
Crystal Heights Mini Parks (4)	0.85	0.85	
Intracoastal Public Access			
NE 7 ST	0.11		Zoned RM-10
NE 5 ST	0.20		Zoned RM-10
NE 3 ST	0.23		Zoned RM-25
NE 2 ST	0.15		Zoned RM-25
SE 2 ST	0.19		Zoned RS-5
SE 4 ST	0.20		Zoned RS-5
SE 8 ST	0.15		Zoned RM-25
SE 10 ST	0.08		Zoned RM-25
Total	1.31		
Neighborhood Parks			
McKeithen Park	9.17	9.17	
Ecdar Park	3.40	3.40	
Constitution Park	9.36	9.36	
Villages of Hillsboro Park	10.72	10.72	
Crystal Heights Parks (3)	5.98	5.98	
Park in Tallman Pines (2004 annex)	2.11	2.11	
Community Parks			
Pioneer Park	24.95	24.95	Cemetery Includes 14.2 ac required for Pioneer Grove LAC.
Westside Park	23.49	23.49	
Pineview	8.49	8.49	cemetery
Projected TOD Park Acreage Required	2.94		2.94 in 2045 projected
Undeveloped Parks			
185 NE 6 CT	5.65	5.65	
Sand Pine Preserve	28.23	28.23	
500 SW 10 ST	2.54	2.54	
438 NW 4 AVE	0.47	0.47	
Natura Park	1.35	1.35	
Former Tam O'Shanter Golf Course Parcel X	49.65	49.65	
Hillsboro Tech Park	3.45	3.45	Owned by City
Branhilda Richardson Knowles Park (SE 2 nd Ave)	3.30	3.30	Owned by City – within Pioneer Grove LAC

School Sites			
Deerfield High School	37.22	15.34	
Deerfield Middle	30.71	14.93	
Zion Lutheran	12.98	7.21	
Quiet Waters Elementary	22.48	2.68	
Tedder Elementary	15.02	1.64	
Deerfield Beach Elementary	12.99	2.11	
Deerfield Park	9.96	2.35	
Park Ridge	10.16	2.10	
Beaches			
South Beach (Public)	8.42	8.42	
South Beach (Private)	4.67		
Central Beach (Public)	11.71	11.71	
Central Beach (Private)	2.31		
North Beach (Public)	7.69	7.69	
North Beach (Private)	4.28		
Golf Courses			
Century Village	25.66		
Deer Creek Country Club	148.00		
%15 of community park requirement		36.16	(41.93 in 2045 due to increased park LOS requirement)
Other Private Recreational Acreage			
Riverglen Playground Park	0.94		Zoned PUD
Riverglen Green Space	9.02		Zoned PUD
Riverglen Recreation Facility	2.19		Zoned PUD
Waterways Recreation Facilities	6.37		Zoned PUD
Deer Creek Hillsboro Canal Park	2.74	2.74	
Hillsboro Canal Property	33.11	33.11	owned by SFWMD
Crystal Lake	153.19	18.82	*TAZ 34 and 35 pop. (25.72 in 2045 due to population increase)
Century Village Green Space	57.89		Owned by Century Village Master Mgmt.
County Open Space/Parks			
Helwig Park/Conservation Area	9.97		
Military Trail Park/Conservation	20.73		
Regional Parks			
Quiet Waters Park	466.33	10.00	
Deerfield Island Park	53.31	5.33	
Total Park & Open Space Acres	1389.20	Total Allowed	2020
		382.93	
		Total Allowed	2045
		398.54	
* Allowable acreage limited to 3 acres/1000 residents in the vicinity (TAZ 34 & 35)			Revised 05/06/2021 (LUPA #64A)

EXHIBIT H

From: kray808@bellsouth.net
To: "Ffrench, Khalilah"
Cc: lkerr808@bellsouth.net
Subject: 555 Deerfield - LUPA - Mass Transit
Date: Thursday, June 29, 2023 2:44:00 PM
Attachments: [L-Mass Transit.pdf](#)

Hi Khalilah,

Please find attached our letter requesting your review of our mass transit analysis for the above referenced land use plan amendment in Deerfield Beach.

Call or email with any questions you may have.

Thank you.

Kelly Ray-Sosnowski, LEED AP+BDC
Planner
Leigh Robinson Kerr & Associates, Inc.
808 E. Las Olas Boulevard
Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-6308 Email: Kray808@bellsouth.net

**Leigh Robinson Kerr
& Associates, Inc.**

Member, American Institute of Certified Planners

June 20, 2023

Via E-mail: Ffrench@broward.org

Khalilah Ffrench
Broward County Transit Division
Service Planner
1 N. University Dr #3100A, Pltn FL 33324

Re: "555 SW 3rd Ave" Land Use Plan Amendment - Mass Transit Analysis

Dear Khalilah:

My office is preparing an application for a land use plan text amendment (LUPA) in the City of Deerfield Beach. As part of our analysis, we are required to evaluate the impacts of the proposed amendment and confirm the effect on mass transit.

I have attached a copy of the analysis we have prepared and a site location map. I would appreciate your review of the materials and a written response concerning the accuracy of this information. Please provide me with your response at your earliest convenience.

If you should have any questions or require additional information, do not hesitate to contact me.

Thank you for your assistance in this matter.

Sincerely,


Kelly Ray
Planner

Enclosures

• Planning • Zoning • Land Use • Expert Testimony •
808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, Florida 33301
Phone (954) 467-6308 Fax (954) 467-6309
lkerr808@bellsouth.net • www.LeighRobinsonKerr.com

Established 1985

A. PROJECT INFORMATION

The City of Deerfield Beach is the owner of this property and has identified this approximately 1.36-net acre net/1.52-gross acre parcel as an area of opportunity for affordable housing development. In order for the City to be able to make this property available under the property disposition process, the Land Use must be amended. The current Land Use is Conservation under the City Future Land Use Map and Recreation & Open Space under the County Future Land Use Map. In order to amend the Land Use, the City must process a local and County land use plan amendment.

The maximum allowable development under the current and proposed land use designations are as follows:

	Existing Future Land Use	Site Area	Maximum Development under Existing Land Use
City	Conservation	1.52 gross acres	1.52 ac of Conservation
County	Recreation & Open Space	1.52 gross acres	1.52 acres of Rec & Open Space

	Proposed Future Land Use	Site Area	Maximum Development under Proposed Land Use
City	Residential Medium (15 du/ac)	1.52 gross acres	22 Dwelling Units
County	Medium (16) Residential	1.52 gross acres	24 Dwelling Units

Due to the low-impact of the existing Conservation land use (city plan) and Recreation & Open Space land use (County plan), the existing/before condition was calculated as having zero (0) impact on public facilities and services. The ability of public services and facilities to meet the demands using this conservative approach to the “existing/before” condition further demonstrates the demands resulting from the proposed residential use can be met.

B. MASS TRANSIT ANALYSIS

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

Broward County Mass Transit Route 50 runs along Dixie Highway , SW 3rd Avenue and SW 4th Street in the vicinity of the subject site. The City of Deerfield Beach Community Shuttle Express Routes I and II run along SW 3rd Avenue adjacent to the subject site.

MASS TRANSIT ROUTES			
Route	Days of Service	Service Span	Service Frequency
Broward County Transit			
Rt 50	M-F	5:10 am-11:20 pm	20-30 min headways
	Sat	5:15 am-10:56 pm	40 min headways
	Sun	7:35 am-9:26 pm	50 min headways
Community Shuttle			
Express I	M-Sat	8:00 am – 4:00 pm	60 min headways
Express II	M-Sat	8:00 am – 4:00 pm	60 min headways

2. Describe how the proposed amendment furthers or supports mass transit use.

The proposed amendment will provide residents living within the service area with two mass transit routes. Route 50 runs along Dixie Highway, SW 3rd Avenue and SW 4th Avenue. Route 50 points of interest include the Greyhound Bus Terminal, the North Ridge Shopping Center, and the Northeast Transit Center. The Northeast Transit Center hosts Routes 20, 42, 50, and 60. The community shuttle Express Routes I and II provide service along SW 3rd Avenue adjacent to the subject site. Numerous retail, office, community facilities, and employment opportunities are within reach along these transit routes and ultimately broader connections to transit throughout the County are accessible.

3. Correspondence from transit provider verifying the information submitted as part of the application on items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

See EXHIBIT H: Mass Transit Correspondence and below:

Name: Khalilah Ffrench
Agency: Broward County Transit Division
Position: Service Planner
Ph: 954-357-6543 Ffrench@broward.org
Address: 1 N. University Dr #3100A, Pltn FL 33324



**555 SW 3rd AVENUE
LOCATION**



Subject Site



1 inch = 1,000 feet

**Leigh Robinson Kerr
& Associates, Inc.**

808 East Las Olas Boulevard
Suite 104
Fort Lauderdale, FL 33301
Ph: 954-467-5308
E: Lkerr808@bellsouth.net



EXHIBIT I

Memorandum

TO: Eric Power, Director of Planning and Development Services.

FROM: Harold Hoyte, Landscape Architect and Arborist for the City

DATE: February 10, 2023

RE: **Vegetative Analysis - 555 SE 3rd Ave.**

I visited the approximately 1.4 Acre parcel at 555 SE 3rd Ave. on 2/9/23 and made the following determinations to all trees on the site.

Approximately 95% were Category 1 or 2 invasive species such as, Carrotwood, Ear leaf Acacia, Brazilian Pepper and Umbrella Tree. These trees range in height from 10 feet to 45 feet.

5 native Lysiloma (multitrunked) 15-25 feet tall in poor condition are present; 22 Sabal Palms are also present as 'volunteers' as a native species, 4-20 CT, in fair condition; Pongam and Java plum (Fair condition) trees are both non-native species and are represented by 1 tree each, at heights of approximately 20 and 30 feet respectively.

Based on my inspection, no endangered or threatened species of special concern or commercially exploited flora or fauna were visible. In addition, plants listed in the regulated plant index for protection by the Florida Department of Agriculture and Consumer Services were not present.

DRAFT

Return to: (enclose self-addressed stamped envelope)

Name: Leigh R. Kerr, AICP, President

Address:

808 E. Las Olas Blvd #104

Fort Lauderdale, FL 33301

This Instrument Prepared by:

Leigh R. Kerr, President

Leigh Robinson Kerr & Assoc., Inc.

808 E. Las Olas Blvd #104

Fort Lauderdale, FL 33301

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this _____ of _____, 2023, by **CITY OF DEERFIELD BEACH**, a Public Entity, ("Declarant"), which shall be for the benefit of **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), and the **CITY OF DEERFIELD BEACH**, a municipal corporation organized pursuant to the State of Florida ("City").

WITNESSETH:

WHEREAS, Declarant made applications to Broward County and the County Planning Council requesting that the land use plan designation on the Property be changed to add up to twenty-two (22) dwelling units on the City of Deerfield Beach Land Use Plan and up to twenty-four (24) dwelling units on the Broward County Land Use Plan in conjunction with redevelopment of the Property ("Project"); and

WHEREAS, in connection with the Project, Declarant has voluntarily agreed to place certain restrictions on the development of the Property as set forth below in favor of the County; and

WHEREAS, Declarant agrees to make certain provisions for affordable housing for the period of time provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Declarant hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Covenants. Declarant hereby declares the following: One hundred percent (100%) of the residential units to be constructed on the Property shall be affordable income units as defined in the County Comprehensive Plan, and as further restricted by this Declaration ("Affordable Housing Units").

3. Affordable Housing Units Offered For Sale. In the event of a Conversion, Declarant hereby declares all Affordable Housing Units offered for sale shall be purchased in accordance with the following:

- (a) All Affordable Housing Units constructed on the Property shall be used solely as each owner's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home offices when permitted by applicable zoning regulations; and
- (b) All Affordable Housing Units shall be purchased solely by persons who meet the following criteria at the time of purchase of an Affordable Housing Unit. "Purchased" shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.

1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under section 62 of the Internal Revenue Code. For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development; and

2) The purchaser of the Affordable Housing Unit shall have monthly mortgage payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income; and

3) Excluding government subsidies, the down payment, if any, for the purchase of the Property must not exceed twenty (20) percent of the purchase price; and

4) During the term of this Declaration, as defined herein, every deed of sale or equivalent document transferring title to the Affordable Housing Unit shall include a restriction stating as follows:

This property is to be sold and occupied as an "Affordable Housing Unit," in accordance with the Declaration of Restrictive Covenants

recorded in the Official Records of Broward County at O.R. Book _____, Page_____.

5) Prior to any transfer of title or closing on a purchase of an Affordable Housing Unit, each purchaser shall cause to be provided to the County written certification that the criteria in (b) 1), 2), and 3) above have been satisfied.

(c) At the time of sale of any Affordable Housing Unit, Declarant shall record a Notice of Designation of Affordable Housing Unit (an "Affordable Housing Notice") corresponding to the sale, the form of which Affordable Housing Notice is set forth on "Exhibit B" attached hereto and incorporated herein.

4. Affordable Housing Units Offered For Rent. Declarant hereby declares all Affordable Housing Units offered for rent shall be rented in accordance with the following:

(a) All Affordable Housing Units constructed on the Property shall be used solely as each renter's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home offices when permitted by applicable zoning regulations; and

(b) All Affordable Housing Units shall be rented solely by persons who meet the following criteria at the time of lease:

1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under section 62 of the Internal Revenue Code. For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development; and

2) The renter of an Affordable Housing Unit shall have monthly rental payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income.

- (c) On an annual basis, beginning no later than 12 months after the Effective Date of this Declaration, the owner of a Affordable Housing Unit offered for rent shall (through owner or owner's property manager or other owner representative) cause to be provided to the City written certification that the criteria in 4(b) has been satisfied.

5. Amendments. Except as otherwise provided herein, this Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County and City. The appropriate governmental authority of the County and City shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida, at the then owner's sole expense. No amendment to this Declaration shall be necessary in the event of a Conversion (as may occur from time to time).

6. Recordation and Effective Date.

- (a) This Declaration shall not become effective ("Effective Date") until the later of (i) Final Approval and (ii) recordation amongst the Public Records of Broward County, Florida. As used herein, "Final Approval" shall mean final approval and adoption of the City/County plan amendment application and the County plan amendment application, and the expiration of any appeal periods applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted.
- (b) Once recorded, this Declaration shall run with the Property for the sole benefit of the City and the County and does not operate as a restriction in favor of any Property owner, and shall bind all successors and assigns to the title of the Property.
- (c) From and after such time as any Affordable Housing Unit is conveyed by Declarant to a third party purchaser, following a Conversion, Declarant shall have no further obligations under this Declaration with respect to that particular Affordable Housing Unit and such third party purchaser shall be obligated to comply with all of the provisions of this Declaration with respect to said Affordable Housing Unit.

7. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

8. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

9. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

10. Term. Release and Termination. The restrictions, covenants, rights and privileges granted, made and conveyed herein ("Affordable Housing Restrictions") shall be valid for a period of thirty (30) years from the Effective Date ("Term"); thereafter the Affordable Housing Restrictions shall be of no further force and effect and shall automatically terminate without the consent of the City or the County, or the necessity to record any instrument in the Public Records of Broward County, Florida.

11. Remedies for Violation. In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, Declarant hereby acknowledges and agrees that the County may withhold further permits and approvals with respect to the Property, provided the County first provides Declarant with written notice and thirty (30) day opportunity to cure the violation. The County's option to withhold further permits and approvals with respect to the Property shall not be exercised if within the thirty (30) day notice period: (i) the violation is cured by Declarant; or (ii) the violation cannot reasonably be cured within that time period but the Declarant begins to cure such violation within such time period and thereafter diligently pursues such cure to completion, with such diligence period not to exceed one hundred and twenty (120) days from the date of the notice of violation. The County is the beneficiary of these covenants and restrictions, and as such, the County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

12. Waiver. Any failure of the County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day first above written.

CITY OF DEERFIELD BEACH
a public entity.

Printed Name:_____

By:_____

Printed Name:_____

STATE OF _____)

COUNTY OF _____) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of CITY OF DEERFIELD BEACH, Inc., a public entity, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A
Map of Subject Property

EXHIBIT B

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Notice of Designation of Affordable Housing Unit

By recordation of this Notice, _____ hereby designates for the Restriction Period, as hereinafter defined, the following unit as an "Affordable Housing Unit," as defined by that certain Declaration of Restrictive Covenants recorded in Official Records Book _____, Page _____ of the public records of Broward County, Florida, which requires that Affordable Housing Units be sold only to persons who meet the following criteria at the time of sale: (a) one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of Broward County's median income as reported by the United States Department of Housing and Urban Development and adjusted to family size; and (b) the purchaser of the Affordable Housing Unit shall have monthly mortgage payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income.

Unit Address _____

and/or Unit Number: _____

The restriction of the foregoing designation shall be thirty (30) years from the recordation of this Notice against the applicable Affordable Housing Unit or until the expiration of the Term of the underlying Declaration, whichever time period expires first ("Restriction Period").

Witnesses:

By _____

Name typed:

Name:

Address:

Name typed:

_____ day of _____, 20__

Printed Name: _____

Printed Name: _____

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

APPENDIX 1

BROWARD COUNTY PLANNING COUNCIL PLAN AMENDMENT REQUIREMENTS AND PROCEDURES

Broward County Land Use Plan Amendment Requirements

Amendments which are not within the rules of flexibility or more restrictive require amending the Broward County Land Use Plan. Amendments to the Broward County Land Use Plan must be approved by the Broward County Commission. Article 1 of the Administrative Rules Document: Broward County Land Use Plan details the procedures local governments must follow to amend the Broward County Land Use Plan. The following Exhibit identifies the materials which must be submitted to satisfy the Planning Council's application requirements for amendments to the Broward County Land Use Plan.

Exhibit "Application Checklist for Amendments to the Broward County Land Use Plan"

EXHIBIT

APPLICATION CHECKLIST FOR AMENDMENTS TO THE BROWARD COUNTY LAND USE PLAN

This application identifies the information required by the Broward County Planning Council and/or Florida Department of Economic Opportunity (DEO) Chapter 163, Florida Statutes, for processing amendments to the Broward County Land Use Plan.

All amendment requests must be accompanied by the appropriate fee and the materials identified on the attached application. Local governments must submit 3 hard copies and 3 digital copies (6 copies total) of the amendment application for the Broward County Planning Council. Complete applications must be submitted in accordance with the Planning Council's established submittal deadlines, as well as the County Commission requirements. The applicant shall be responsible for providing accurate information and sufficient data and analysis to enable the Planning Council staff to process the application. However, the acceptance of the application for processing shall not constitute an affirmation of the accuracy or completeness of the application.

Following each item on the checklist, identify the page/exhibit number where the item can be found. Please package the Broward County Planning Council and Department of Economic Opportunity submissions separately.

1. TRANSMITTAL INFORMATION

PAGE OR EXHIBIT #

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan, including the date that the local governing body held the transmittal public hearing. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

EXHIBIT K

B. Name, title, address, telephone number and e-mail address of the local government contact person.

Pg. 1

C. Summary minutes from both the local planning agency and the local government public hearings of the transmittal of the Broward County Land Use Plan amendment.

EXHIBIT L

D. Description of public notification procedures followed for the amendment by the local government, including notices to surrounding property owners, advertisements in local publications, signage at proposed site, etc.

Pg. 25

E. Whether the amendment is one of the following:

*Development of Regional Impact

*Small-scale development (Per Chapter 163.3187 Florida Statutes)

*Emergency (Please describe on separate page)

* Small- scale development

2. APPLICANT INFORMATION

A. Name, title, address, telephone number and e-mail address of the applicant.

Pg. 2

B. Name, title, address, telephone number and e-mail address of the agent.

Pg. 2

	<u>PAGE OR EXHIBIT #</u>
C. Name, title, address, telephone number and e-mail address of the property owner(s).	Pg. 2
D. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report (about two paragraphs).	Pg. 2
Planning Council staff may accept greater than two paragraphs, if submitted in an electronic format.	
3. <u>AMENDMENT SITE DESCRIPTION</u>	
A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.	Pg. 3
B. Sealed survey, including legal description of the area proposed to be amended.	Exhibit A
C. Map at a scale clearly indicating the amendment's location, boundaries and proposed land uses.	Exhibit B
4. <u>EXISTING AND PROPOSED USES</u>	
A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation. For Activity Center amendments, the proposed text indicating the maximum residential and non-residential uses must be included.	Exhibits C1 & C2 and page 3/4
B. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for the amendment site or adjacent areas.	Pg. 4
C. Existing use of amendment site and adjacent areas.	Pg. 4
D. Proposed use of the amendment site including proposed square footage (for analytical purposes only) for each non-residential use and/or dwelling unit count. For Activity Center amendments, also provide the existing square footage for each non-residential use and existing dwelling unit count within the amendment area.	Pg. 4
E. Maximum allowable development per adopted and certified municipal land use plans under existing designation for the site, including square footage/floor area ratio/lot coverage/height limitations for each non-residential use and/or dwelling unit count.	Pg. 5

5. **ANALYSIS OF PUBLIC FACILITIES AND SERVICES**

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis.

A. **Potable Water Analysis**

1. Provide the potable water level of service per the adopted and certified local land use plan.
2. Provide the adoption date of the local government's 10 Year Water Supply Facilities Plan.
3. Identify the potable water facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources. Identify the wellfield serving the area in which the amendment is located including the South Florida Water Management District (SFWMD) permitted withdrawal and expiration date of the SFWMD permit.
4. Identify the net impact on potable water demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.
5. Correspondence from potable water provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

Pg. 6

Pg. 6

Pg. 6

Pg. 6

Exhibit E

B. **Sanitary Sewer Analysis**

1. Provide the sanitary sewer level of service per the adopted and certified local land use plan.
2. Identify the sanitary sewer facility serving the area in which the amendment is located including the current plant capacity, current and committed demand on the plant and planned plant capacity expansions, including year and funding sources.

Pg. 8

Pg. 8

PAGE OR EXHIBIT #

3. Identify the net impact on sanitary sewer demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

Pg. 8

4. Correspondence from sanitary sewer provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

Exhibit F

C. Solid Waste Analysis

1. Provide the solid waste level of service per the adopted and certified local land use plan.

Pg. 9

2. Identify the solid waste facility serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

Pg. 9

3. Identify the net impact on solid waste demand, based on the adopted level of service, resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

Pg. 10

4. Correspondence from the solid waste provider verifying the information submitted in items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

Exhibit E

D. Drainage Analysis

1. Provide the drainage level of service per the adopted and certified local land use plan.

Pg. 10

2. Identify the drainage district and drainage systems serving the amendment area.

Pg. 11

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

Pg. 11

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site.

Pg. 11

Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

Pg. 11

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties.

Pg. 11

The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

Pg. 11

6. Correspondence from local drainage district verifying the information submitted in items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

Exhibit E

E. Recreation and Open Space Analysis

1. Provide the recreation and open space level of service per the adopted and certified local land use plan.

Pg. 13

2. For amendments which will result in an increased demand for "community parks" acreage, as required by the Broward County Land Use Plan, an up-to-date inventory of the municipal community parks inventory must be submitted.

Pg. 13

3. Identify the net impact on demand for "community parks" acreage, as defined by the Broward County Land Use Plan, resulting from this amendment.

Pg. 13

4. Identify the projected “community parks” acreage needs based on the local government’s projected build-out population.

Pg. 13

5. As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Policies 2.5.4 and 2.5.5 (a. through e.), regarding the provision of open space.

Pg. 14

F. Traffic Circulation Analysis

Please be advised, if required, that the Planning Council staff will request from the Broward Metropolitan Planning Organization (MPO), as per Policy 2.14.6 of the BCLUP, an analysis of the impacts of the amendment to the regional transportation network. The MPO will charge a separate cost-recovery fee directly to applicants for technical assistance requested by the Planning Council for the preparation and review of the land use plan amendment transportation analysis. Please contact the MPO for additional information regarding this fee.

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

Pg. 15

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the long-range planning horizon. Please utilize average daily and p.m. peak hour traffic volumes per Broward Metropolitan Planning Organization (MPO) plans and projections.

Pg. 15

3. Planning Council staff will analyze traffic impacts resulting from the amendment. The applicant may provide a traffic impact analysis for the amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the long-range planning horizon.

Pg. 16

4. Provide any relevant transportation studies relating to this amendment, as applicable.

Pg. 16

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.
2. Describe how the proposed amendment furthers or supports mass transit use.
3. Correspondence from transit provider verifying the information submitted in items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

Pg. 16

Pg. 16

Exhibit H

H. Public Education Analysis

Please be advised that the Planning Council staff will request from The School Board of Broward County (SBBC), as per Policy 2.15.2 of the BCLUP, an analysis of the impacts of the amendment on public education facilities. Per SBBC Policy 1161, the applicant will be subject to a fee for the analysis and review of the land use plan application. The applicant should contact the Growth Management Section of the SBBC to facilitate this review and determine the associated fees.

Pg. 17

1. Public School Impact Application.
2. The associated fee in the form of a check made payable to the SBBC.

Pg. 17

6. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

- A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.
- B. Archaeological sites listed on the Florida Master Site File.
- C. Wetlands.

Pg. 18

Pg. 18

Pg. 18

	<u>PAGE OR EXHIBIT #</u>
D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.	Pg. 19
E. Priority Planning Area map and Broward County Land Use Plan Policy 2.21.1 regarding sea level rise.	Pg. 20
F. “Endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.	Pg. 19
G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.	Pg. 19
H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 “Wellfield Protection.” If so, specify the affected zone and any provisions which will be made to protect the wellfield.	Pg. 19
I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area’s natural features.	Pg. 20
J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.	Pg. 20
7. <u>AFFORDABLE HOUSING</u>	
Describe how the local government is addressing Broward County Land Use Plan Policy 2.16.2, consistent with Article 5 of this Document.	Pg. 20
8. <u>LAND USE COMPATIBILITY</u>	
Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.	Pg. 20

9. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division).

Provide a hurricane evacuation analysis based on the proposed amendment, considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

Pg. 21

10. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment area (i.e., Community Redevelopment Agency, Community Development Block Grant). If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

Pg. 21

11. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments.

Pg. 22

12. PUBLIC OUTREACH

Describe how the applicant and/or local government notified and coordinated with adjacent property owners, master associations, homeowner associations, etc.

Pg. 25

13. DESCRIBE CONSISTENCY WITH HIGHLIGHTED REGIONAL ISSUES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

Pg. 23

14. ADDITIONAL SUPPORT DOCUMENTS

A. Other support documents or summary of support documents on which the proposed amendment is based.

Pg. 27

B. Any proposed voluntary mitigation or draft agreements.

Exhibit J

15. **PLAN AMENDMENT COPIES**

Provide 3 hard copies and 3 digital copies (6 copies total) of the amendment application.

Exhibit F

From: Grant Smith <gsmith@strategysmith.com>
Sent: Thursday, February 1, 2024 9:52 AM
To: Eric Power <EPower@deerfield-beach.com>
Cc: jason.pepitone@wasteconnections.com
Subject: Re: City of Deerfield Beach - 555 LUPA

Good morning:

I have reviewed the attached 555 LUPA materials with my client, Waste Connections of Florida, and they have authorized me to represent that they have the transfer and disposal capacity to appropriately dispose of the waste as calculated in your submission. That being said, the Waste Connections contract for disposal only goes through December 27, 2026, after which there is no guarantee that the vendor for solid waste disposal will be Waste Connections. If you need any additional information, please let me know.

Grant

Grant J. Smith, Esq.
StrategySmith, P.A.
401 East Las Olas Boulevard
Suite 130-120
Fort Lauderdale, FL 33301
Phone - 954.328.9064

From: Eric Power
Sent: Tuesday, January 16, 2024 4:39 PM
To: gsmith@strategysmith.com
Subject: City of Deerfield Beach - 555 LUPA

Mr. Smith,

My name is Eric Power and I am the Director of Planning & Development Services for the City of Deerfield Beach. Last year, you provided correspondence to Kelly Ray-Sosnowski on behalf of the City regarding the solid waste analysis for a city owned parcel located at 555 SW 3rd Avenue (attached). The City is currently in the processing on amending the land use for the property and the County has asked for your email to be updated as your email stated that the contract could have expired by December 27, 2023. I am asking for you to provide me a new email with the new contract date.

Thanks,

Eric



Eric M. Power, AICP, LIAF
Planning & Development Services Director
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
P: 954.480.4211

EXHIBIT K

RESOLUTION

RESOLUTION NO. 2023/012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING CITY STAFF TO PROCEED WITH PROCESSING A LAND USE AMENDMENT FOR THE CITY OWNED PROPERTY LOCATED AT 555 SW 3RD AVENUE TO AMEND THE LAND USE FROM CITY CONSERVATION AND COUNTY OPEN SPACE TO RESIDENTIAL MEDIUM 16 DWELLING UNITS PER ACRE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach is the owner of the property located at 555 SW 3rd Avenue, Deerfield Beach, FL, (the "Property") and has identified this approximately 1.36 acre parcel as an area of opportunity for affordable housing development; and

WHEREAS, the Property was dedicated to the City in 1974 and has been maintained as open space since that time, and it is not part of the Tivoli Sand Pine Preserve; and

WHEREAS, the current Land Use for the Property is Conservation under the City Future Land Use Map and Open Space under the County Future Land Use Map; and

WHEREAS, in light of the limited housing stock in the City for affordable housing development, staff believes this Property presents an opportunity to further the City's goal of increasing affordable housing options within the City; and

WHEREAS, in order for the City to be able to make this Property available under the property disposition process, the land use must be amended, and the City is required to submit an application to Broward County in order to amend the land use; and

WHEREAS, staff is proposing to amend the land use for the Property from Conservation under the City Future Land Use Map and Open Space under the County Future Land Use Map to Residential Medium 16 dwelling units per acre (the "Land Use Amendment"); and

WHEREAS, on December 1, 2022, the Planning and Zoning Board recommended approval of this item; and

WHEREAS, staff recommends the City Commission authorize staff to proceed with processing the proposed Land Use Amendment for the Property.

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 authorizes City staff to proceed with processing the proposed Land Use Amendment for the Property. Staff is directed to proceed with preparing a Land Use Amendment Ordinance consistent with the proposed Land Use Amendment.

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

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

PASSED AND ADOPTED THIS 10TH DAY OF JANUARY, 2023.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:

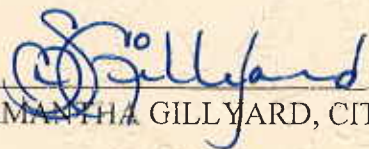

SAMANTHA GILLYARD, CITY CLERK



EXHIBIT L MEETING MINUTES

Meeting Minutes City Commission

Tuesday, January 10, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

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

Also Present:

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - November 15 & December 6, 2022
Enterprise Funds Workshop Meeting Minutes - October 27, 2022

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes - September 7, October 11, & November 2, 2022
Affordable Housing Advisory Committee Meeting Minutes - August 8, 2022
Planning & Zoning Board Meeting Minutes - October 6, 2022
Firefighters Pension Fund Meeting Minutes - August 29, 2022
Code Compliance Meeting Minutes - October 31, 2022

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

January 10, 2023

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

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

Nays: 0

AWARDS & RECOGNITION**1. Certificates of Recognition presented to Environmental Services Staff for the repairs made to the International Fishing Pier due to damage sustained by Hurricane Nicole.**

Mayor Ganz commended staff from the Facilities Division for their exemplary service to the City and residents on the International Fishing Pier after Hurricane Nicole.

Item 3 was presented prior to Item 2.

2. Presentation by the Turnpike Authority regarding the PD&E Study for the Sawgrass Expressway from west of US 441 to Powerline Road.

Jacquelyn Hayward, Project Manager, said Florida's Turnpike Enterprise will be making improvements to the Sawgrass Expressway and a portion of the Florida Turnpike. Thereafter, a presentation was displayed. She said widening the Sawgrass Expressway and Florida's Turnpike, and improving existing interchanges on 441, Lyons Road and Sawgrass Expressway will improve regional connectivity, accommodate travel demands in 2045, enhance safety along two corridors, improve travel time reliability, and enhance emergency response and evacuation. Further, she stated that there is a missing link into the expressway network between Sawgrass and I-95, but it's being addressed by FDOT District 4, and will improve regional linkage. An illustration of the regional daily trips between Broward and Palm Beach counties was displayed, whereby, drivers currently use local roads for east-west travel; however, the direct turnpike access to/from the SW 10th Street connector lanes will relieve the local east-west roadway network. Ms. Hayward said there will be a 47% - 89% increase in average annual daily traffic (AADT) from 2021 to 2045; Sawgrass, west of Florida's Turnpike - 48% increase; SW 10th Street - 60% increase; Florida's Turnpike, south of Sawgrass - 89% increase; and north of Sawgrass and Florida's Turnpike - 78% increase.

Moreover, Ms. Hayward outlined the proposed improvements for the Sawgrass Expressway, US 441 interchange, and Lyons Road Interchange. The Sawgrass Expressway between 441 and Lyons Road will be widened to four travel lanes with an auxiliary lane in each direction and barrier separated roads to reduce lane changes, weaving maneuvers, speed differentials, turbulence, improve safety along the Sawgrass Expressway. The US 441 interchange will include the travel lanes, west bound and east bound C-D roads, and new overpass bridges to accommodate the C-D roads on the Sawgrass Expressway. Additional left turn lanes will be added on 441 to make it easier to enter the Sawgrass Expressway and improvements will be made to the Winston Park Blvd. and Regency Lakes Blvd. intersections. The Lyons Road interchange will include the travel lanes on Sawgrass Expressway, the west bound and east bound C-D roads, and new overpass bridges for the C-D roads. Currently, the interchange has displaced lefts, so it will be reconfigured to a traditional diamond interchange, improvements will be made to the Serko Blvd.

AWARDS & RECOGNITION - CONTINUED

and Winston Park Blvd. intersections, and a Texas U-turn will be constructed. Thereafter, a photograph was displayed of the existing and proposed conditions. Currently, drivers must travel through two signalized intersections on Lyons Road for a mainline toll of \$2.14. The proposed conditions, with the Texas U-turn, will remove vehicles from the intersection, revise the toll sites, and decrease the toll to \$0.52. Ms. Hayward said the Texas U-turn will be separated by a barrier wall, and sidewalks and extended bike lanes will be installed.

Furthermore, Ms. Hayward outlined the proposed improvements for Florida's Turnpike and the Turnpike/Sawgrass interchange. The Florida's Turnpike will be widened to ten lanes in each direction with some auxiliary lanes as you approach the interchanges and the existing ramps will remain but will be improved. Currently, there are no direct connections between SW 10th Street and Florida's Turnpike; nevertheless, there are two alternatives being proposed with eight possible connections, one provides four of the eight and the other, six. Alternative one consists of turnpike southbound to local SW 10th Street eastbound; local SW 10th Street westbound to turnpike northbound; turnpike northbound to SW 10th Street connector eastbound; and SW 10th Street connector westbound to turnpike southbound. Alternative two consists of alternative one plus turnpike northbound to local SW 10th Street eastbound and SW 10th Street connector westbound to turnpike northbound, which will impact Quiet Waters Park right-of-way. Ms. Hayward said alternative one will have a 4% reduction in the morning peak hours, and a 27% reduction in the evening. Alternative two will have a 59% reduction in the morning peak hours, and an 81% reduction in the evening.

Lastly, Ms. Hayward said both alternatives show significant traffic benefits over the no-build alternative, whereby, alternative one has a slightly better overall traffic benefit compared to alternative two, which has lower U-turns and better traffic operations at the Lyons Road interchange. She stated that a public information meeting will be held virtually on Monday, January 30, 2023, and in-person on January 31, 2023. Thereafter, a preferred alternative will be identified, followed by a public hearing at the end of 2023.

In response to Mayor Ganz's question, Ms. Hayward replied that once an alternative is identified, a noise analysis will be performed.

Mayor Ganz said the Turnpike Authority made a commitment to the City years ago regarding the installation of sound walls when this project was first being constructed and wants assurance that will happen. Further, he commented on a bald eagle's nest, and asked if widening the area just east of the turnpike on the south portion of SW 10th Street will impact the residents.

Ms. Hayward said a bald eagle has not been spotted in quite some time; nevertheless, they are aware of the nest and it will not be impacted. Further, she said the street widening will not impact the residents but will impact Quiet Waters Park. Lastly, she reiterated that sound walls will be installed based on the noise analysis.

Commissioner Drosky said although the Lyons Road intersection will decrease traffic, it will increase traffic in Deerfield Beach. Thereafter, he provided various scenarios how the proposed alternatives will increase traffic within the nearby communities. He also expressed concerns with residents now seeing ramps instead of the lake at Quiet Waters Park. Lastly, Commissioner Drosky asked that public outreach be continued throughout the entirety of this project.

Ms. Hayward said improving operations on Lyons Road will not push traffic into Deerfield Beach, but will accommodate all the traffic at the interchange; nevertheless, the proposed visualizations outlined in this presentation will be available online for public inspection. Further, she said the view will not change, as residents in the Waterways will still be able to see the park. Lastly, she said public outreach will continue throughout the project.

ADDENDUM

3. Certificate of Recognition presented to Deshaun Sands for his actions related to the tragic shooting of Rickey Ferguson, Jr.

ADDENDUM - CONTINUED

Commissioner Preston commented on the tragedy that took place on December 28, 2022 at Oveta McKeithen Park. Thereafter, he thanked Deshaun Sands for his quick actions related to the tragedy.

QUASI-JUDICIAL PUBLIC HEARINGS**4. P.H. 2023-029: Application: 21-P-230**

Applicant: **B'nai B'rith Deerfield Beach II, Inc.**

Proposal: Request to amend the plat note restriction to restrict residents to a minimum of 62 years in age with a total family income of 80% of median Broward County income.

Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46 and **located at 255 SW 3rd Avenue.**

Anthony Soroka, City Attorney, advised that staff is requesting to defer Items 4 & 5 to the January 24, 2023 commission meeting.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to defer Item 4 to January 24, 2023. Voice Vote:

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

Nays: 0

5. P.H. 2023-030: Application: 21-RM15-65

Applicant: **B'nai B'rith Deerfield Beach II, Inc.**

Proposal: Major Site Plan application seeking approval for 62 multi-family dwelling units (apartments) with a revision to the existing parking lot seeking a variance for setbacks and parking reduction.

Location: The property is generally described as a portion of Tract "A" of Plat 128 Page 46 and **located at 255 SW 3rd Avenue.**

Mayor Ganz opened the public hearing.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, spoke in support of the proposed project.

Commissioner Parness thanked the Department of Planning & Development Services, as low-income housing is essential to senior citizens.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to defer Item 4 to January 24, 2023. Voice Vote:

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

Nays: 0

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED**6. P.H. 2023-031: Application: 87-B1-74**

Applicant: **7-Eleven, Inc.**

Proposal: Major Site Plan application seeking approval to demolish an existing convenience store and construct a new 3,205 square foot convenience store and associated site improvements.

Location: The property is generally described as OCEAN VUE 3-34 B LOT 33 E 37 1/2, LOT 34 W1/2 BLK 11, and located at **1991 NE 2nd Street**.

Anthony Soroka, City Attorney, explained the quasi-judicial process and asked whether the applicant will proceed or waive.

Heidi Davis, Gunster Law Firm, representing the applicant, waived the quasi-judicial proceedings. Thereafter, a brief PowerPoint presentation was displayed. She explained that the property is 9,000 square feet and contains an existing 7-Eleven convenience store that is approximately 2,700 square feet and only 62 feet wide, which poses several challenges for redevelopment. The current 7-Eleven has been on the property since the 1960s, which was before the Land Development Code; whereas, the property and current 7-Eleven are non-conforming. The property has a commercial land use designation and is zoned B-1 and includes convenience stores as a permitted use. Thereafter, photographs of the current development were displayed. She said the existing structure contains a dumpster in front of the store, near the sidewalk, which will be torn down during redevelopment.

Continuing, Ms. Davis said the applicant is requesting major site plan approval for a new 3,205 square foot convenience store, technical deviation for minimum parking spaces, variances from landscape requirements and sign setback, and shared dumpster agreement. Thereafter, the proposed site plan was displayed which highlighted a one-story convenience store, 12 parking spaces, with one being handicapped, bicycle rack, and pedestrian walkways. A six-foot masonry wall will be located at the rear of the structure and 7-Eleven will complete the wall to the eastern property line. Further, she explained that the project orients the convenience store to the rear of the property due to the five-foot requirement dedicated to the right-of-way along A1A.

Moreover, Ms. Davis said the proposed architecture incorporates a metal standing seam roof, which is consistent with neighboring businesses, i.e. Island Water Sports, lap siding bead patterns at the base of the structure, large glass windows and doors, and additional landscaping and parking spaces. The applicant performed a parking and pedestrian study which showed that the current parking, 8, was sufficient; nevertheless, a technical deviation is being requested for the proposed parking spaces, as 22 are required by Code. If approved, 7-Eleven will contribute \$60,000 to the City's parking fund in lieu of the ten spaces. Further, the variances are for landscaping the side buffer yards, landscape islands, and palm trees in lieu of shade trees. The sign setback variance includes replacement of the current 15-foot sign to a five-foot, ground sign, which will be one foot from the property line in lieu of two feet required by code. Lastly, Ms. Davis said the applicant has entered into a mutually shared dumpster agreement with Island Water Sports, which will be located on their property.

In response to Mayor Ganz's question, Ms. Davis replied that the sign setback will not create any visual impairments.

In response to Vice Mayor Hudak's question, Eric Power, Director of Planning & Development Services, replied that the business to the west of Island Water Sports removed parking spaces to add outdoor seating; therefore, they do not meet the requirements for a technical deviation. Further, he said properties along the barrier island have the option to enter into an agreement with the parking garage to offset parking spaces.

In response to Commissioner Preston's question, Eric LaBoyer, 7-Eleven, replied that if additional garbage pickup services are needed, 7-Eleven will incur the expenses for the services.

In response to Commissioner Drosky's comment, Ms. Davis explained that the property is 9,000 square feet, which creates a severe hardship with development and complying with the current code. Further, she reiterated that the property can remain, as it is legally non-conforming, or variances can be requested to

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

redevelop the property. Lastly, she stated the property was designed and developed prior to Land Development Code regulations.

Commissioner Drosky spoke in support of the proposed project.

Commissioner Parness said the variances are not overbearing and redevelopment is necessary; therefore, he spoke in support of the project.

Mayor Ganz opened the public hearing.

Jeff Goldman, 1950 NE 3rd Street, Deerfield Beach, commented on the construction hours, as 7:00 a.m. to 8:00 p.m. is unacceptable and asked if they can be amended. Further, he asked when the project will begin and the completion date. He also commented on previous variances being given to Bru's Room, noise restrictions not being adhered too, and the lack of police enforcement for drag racing. Further, he has no issues with the proposed variances for this project but asked for clarification on the dumpster location.

Mayor Ganz stated that 7-Eleven will be sharing the dumpster with Island Water Sports, which is already located behind the building.

Sheila Fox, 1950 NE 3rd Street, Deerfield Beach, expressed concerns with the construction noise, replacing the current shade trees with palm trees, and lighting.

Peggy Ross, 103 19th Avenue, Deerfield Beach, spoke in support of the proposed project, as the current convenience store is an eyesore.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that per the City's Code construction hours are Monday to Friday from 7:00 a.m. to 7:00 p.m., Saturday - 9:00 a.m. to 5:00 p.m., and no construction on Sunday.

Kenny Tharrington, Creighton Construction, said the only noise will be from demolition of the building which can be done at 8:00 a.m. Further, he said the construction of the store will take between 4-6 months.

Mayor Ganz spoke in support of the proposed project; whereby, the variances are warranted due to the limitations that have been created by pre-existing buildings. Thereafter, he asked for clarification on the shade trees as well as the wall in the rear of the property.

Ms. Davis said there are no shade trees on the 7-Eleven property, so the shade tree located in the rear, on the neighbor's property, will remain; however, palm trees will be added in front of the six-foot wall, which is on 7-Eleven's property. Further, she stated that the wall begins on the northwest corner and will extend to the northeast corner.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to approve Item 6, adopted Resolution 2023/001. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, asked if the construction hours can be amended to end at 5:00 p.m., Monday - Friday, as the current hours of operation are a nuisance to residents' everyday life.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, commented on a missing fire hydrant near Johnie McKeithen Park and accidents that have occurred on NE 2nd Avenue and Eller Street due to the

PUBLIC COMMENT - CONTINUED

installation of the road barrier and downed sign.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, wished everyone a happy new year. Further, he commented on two projects that were developed and owned by MBA. Thereafter, he spoke in support of the March referendum.

Bill Galsterer, 1102 Little Harbor Drive, Deerfield Beach, expressed concerns with an Airbnb located at 6 Little Harbor Way, who is falsifying the maximum occupancy of the single-family home and using his backyard to access the waterways. Thereafter, he commented on discussions he's had with code compliance.

Peggy Ross, 103 19th Avenue, Deerfield Beach, said there are light bulbs out on NE 2nd Street and along the Hillsboro bridge.

Vice Mayor Hudak expressed his frustrations regarding the Airbnb located at 6 Little Harbor, whereby, he has been in contact with BSO, Code Compliance and State Representative Chip LaMarca. Further, he said Airbnb's are regulated by the State and urged residents to reach out to their state representatives to express their frustrations. Thereafter, he commented on the regulations, i.e. increased fines for repeat offenders, this Commission has implemented.

Commissioners Parness and Preston expressed their frustrations with Airbnb's and urged residents to contact their state representatives.

Mayor Ganz said shortening the hours of construction will prolong the construction process; nevertheless, he would be open to adjusting the early morning hours, not evening. Further, he said Airbnb is changing their rules and prohibiting false advertisement but asked for clarification.

Anthony Soroka, City Attorney, said he's heard the same, but needs to do additional fact-finding research. Further, he said local governments are significantly limited on their ability to regulate vacation rentals within their jurisdiction; however, if they are violating City codes, it can be enforced.

Mayor Ganz urged residents to contact their state representatives as these vacation rentals are damaging our neighborhoods. He also encouraged residents to continue contacting city elected officials, as well as staff. Further, he commented on the citywide light bulb issue, whereby, people are stealing the wiring.

CONSENT - BOARD APPOINTMENTS

- 7. Resolution 2023/002 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Stanich as a member of the Historic Preservation Board; providing for conflicts and an effective date.**
- 8. Resolution 2023/003 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Paula Ferrara as a member of the Public Art Program Committee; and providing for an effective date.**

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 7 & 8. Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

After a brief discussion, Items 12 & 13 were pulled for discussion; all others were approved in concert.

Mayor Ganz opened the public hearing for Items 9 - 11 and 14 - 16; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Parness, to approve Items 9-11, 14-16 of the Consent Agenda. Roll Call:

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

Nays: 0

- 9. Resolution 2023/004 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Administrative and Consulting Services Agreement with GovTemps USA, LLC, to provide interim human resources consulting services through June 2, 2023, at a hourly rate of \$126/hour and in a maximum contract amount not to exceed \$100,000; ratifying execution of the Agreement; providing an effective date. (Funds from Account #001-0800-513-32-99 - Human Resources/Other Contractual Services)**
- 10. Resolution 2023/005 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the First Amendment to the Work Authorization with Stantec Consulting Services, Inc. to provide additional services for Phase 2 of the NW Area Improvement Plan relating to design guidelines and catalyst site studies in an additional amount not to exceed \$16,500.00, for a total work authorization aggregate amount of \$72,300.00; providing for implementation and an effective date. (Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting)**
- 11. Resolution 2023/006 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Amendment to the Memorandum of Understanding and Construction Agreement with Florida Power & Light Company ("FPL") for the City to grant two (2) additional easements to FPL for the construction of overhead and underground transmission lines; providing for implementation and an effective date.**
- 12. Resolution 2023/007 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from SW 24th Avenue to SW Natura Boulevard, with the City contribution in a lump sum amount of \$3,871,010.00; providing for implementation and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other than Building)**
- 13. Resolution 2023/008 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Locally Funded Agreement with the Florida Department of Transportation ("FDOT") to fund the construction of a 12-inch reclaimed water main along SW 10th Street from Waterways Boulevard to SW 24th Avenue, with the City contribution in a lump sum amount of \$1,727,824.00; providing for implementation and an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other than Building)**

Items 12 & 13 were discussed together but voted on separately. Thereafter, the Resolution titles were read

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

into the record.

Commissioner Drosky said these two projects, which he previously requested, now relate to the SW 10th Street Connector Project. Originally, these projects were projected to be over \$750 million, and are now around \$500 million, which is a \$250 million savings to FDOT; therefore, he believes some of those savings should be given back to Deerfield Beach. Commissioner Drosky said although he appreciates what FDOT has done and knows that these projects are needed and the City has money for them, he feels more can be done along the way; therefore, he will be voting against these projects.

In response to Vice Mayor Hudak's question, David Santucci, City Manager, replied that the City has the option to not install the pipe at this time, but a later installation date could be more expensive.

In response to Mayor Ganz's question, Mr. Santucci replied that these projects will benefit areas beyond the 10th Street corridor, whereby, as the infrastructure is built out, the City will have the ability to run the reclaimed water for non-potable purposes throughout the City.

Mayor Ganz said getting FDOT to this point is a success and the fact that it will benefit the entire city is a plus; nevertheless, there will be other issues the City encounters during the construction of the SW 10th Street Connector Project, and although he believes these projects are a small victory to the City, he understands Commissioner Drosky's stance.

In response to Commissioner Parness' questions, Mr. Santucci replied that FDOT will pay 50% of the cost, and if the cost increases, FDOT has committed to pay the additional costs. Further, the proposed construction will be in conjunction with the rest of the utility work being done as part of the SW 10th Street Connector Project.

Mayor Ganz opened the public hearing for Items 12 & 13; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 12, adopted Resolution 2023/007. Roll Call:

Yeas: 3 - Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 2 - Commissioner Drosky & Commissioner Parness

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 13, adopted Resolution 2023/008. Roll Call:

Yeas: 3 - Commissioner Preston, Vice Mayor Hudak, and Mayor Ganz

Nays: 2 - Commissioner Drosky & Commissioner Parness

14. Resolution 2023/009 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Amendment 1 to the Maintenance Memorandum of Agreement with the Florida Department of Transportation for the maintenance of improvements associated with the S.W. 10th Street Connector Project; authorizing execution of the Amendment; providing for implementation and an effective date.

15. Resolution 2023/010 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amended and Restated Interlocal Agreement with the Broward Metropolitan Planning Organization and the Cities of Hollywood, Pompano Beach and Plantation for the creation of the Metro Transportation Engineering and Construction Cooperative; authorizing execution; providing for implementation and an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

- 16. Resolution 2023/011 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a 12 foot wide utility easement to access and maintain water and sewer utilities related to the property located at 825 South Federal Highway in Deerfield Beach; providing for implementation and an effective date.**

DEPARTMENTAL BUSINESS

- 17. Resolution 2023/012 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing city staff to proceed with processing a land use amendment for the city-owned property located at 555 SW 3rd Avenue to amend the land use from city conservation and county open space to residential medium 16 dwelling units per acre; and providing for an effective date.**
- 18. Resolution 2023/013 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Contract with Leigh Robinson Kerr & Associates, Inc. to provide additional services to facilitate the Land Use Plan Amendment for 555 SW 3rd Avenue in an additional amount not to exceed \$11,500.00; providing for implementation and an effective date. *(Funds from Account #001-1100-515-32-99 - Other Contractual Services/Miscellaneous Planning Consulting)***

Items 17 & 18 were discussed together but voted on separately. Thereafter, the Resolution titles were read into the record.

Eric Power, Director of Planning & Development Services, said the City has owned the 1.36-acre parcel located at 555 SW 3rd Avenue since 1974. The current land use designation is conservation, which is recognized by Broward County as open space. He stated that the site is not a conservation site but is adjacent to the Tivoli Sand Pine Preserve which occurred in 1984. Further, the City intends to amend the land use and once approved, the City will request approval to rezone the property. The proposed land use designation will be residential medium, 16 dwelling units per acre, and the site will most likely be townhomes or villas, not apartments, and could potentially house 25-30 units with the addition of flex units. Mr. Power said if this change occurs, the property will be available for a developer or nonprofit to go through the City's property disposition application process, which allows for the sale or lease of city property. Lastly, Mr. Power said the land use amendment must go to the County for approval, which could take six months and if approved, the property will go through a rezoning process. Thereafter, he displayed an aerial map of the property location.

Continuing, Mr. Power said approval allows planning staff and the consultant to begin work on the County application. Once completed, the item will return to City Commission for 1st Reading, and upon approval, the application will go to Broward County for approval, then will return for 2nd Reading, as well as rezoning. Lastly, upon conversion of the property, the site would be available for property disposition which allows for the sale or lease of city property.

In response to questions posed by the Commission, Mr. Power replied that only the submission of the application to the County is being voted on this evening. Further, he said this item will go before the Planning Council.

Vice Mayor Hudak said affordable housing is essential to the City; therefore, he supports it.

Commissioner Drosky said he is not committed to what is proposed to be built as he wants to hear from the community but will support the submittal of the application.

Mayor Ganz opened the public hearing.

DEPARTMENTAL BUSINESS - CONTINUED

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, spoke in support of affordable housing.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 17, adopted Resolution 2023/012. Roll Call:

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

Nays: 0

Mayor Ganz reopened the public hearing for Items 17 & 18.

Irish Abram, 240 SW 3rd Court, Deerfield Beach, asked for clarification on the notice she received from the City.

Mr. Power advised that Ms. Abram is referring to the B'nai B'rith applications, which were deferred to January 24th.

Mayor Ganz advised Ms. Abram that staff would provide an explanation to her after the meeting; therefore, he closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 18, adopted Resolution 2023/013. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Happy New Year - Anthony Soroka, City Attorney, wished everyone a happy new year.

CITY MANAGER

Audio/Visual Upgrades - David Santucci, City Manager, stated that staff will be performing audio/visual system upgrades to the Commission Chambers, which he will discuss with each elected official individually.

19. Update regarding beach nourishment.

David Santucci, City Manager, reminded the Commission that the City is obligated to perform a joint beach renourishment project with the Town of Hillsboro Beach ("Town") as a result of the settlement agreement. Further, he said staff has been working with the Town, as well as the City of Boca Raton ("Boca") on new ways to look at beach renourishment moving forward. Boca has an ebb shoal that collects sand, causing the inlet to get shallow; therefore, dredging is regularly required to assist with boat navigation. During discussions, it was determined that Boca has more sand than what they are able to put into a beach template; therefore, Boca put out a bid for mobilization of the dredge and a pipeline project that will place sand on their beach, Deerfield's beach, and the Town's beach. Mr. Santucci said the line items within the bid will meet the needs of the settlement agreement and the Town is also looking into an extension of the area to go further south.

Continuing, Mr. Santucci said the mobilization cost is approximately \$4 million, and the sand cost is \$13.55/cubic yard; however, to ensure Boca's proposed costs met the City's needs, the City did a separate bid for a truck haul project, which would include the Town, and only one response was received at a total

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

cost of \$22 million, which is extremely cost prohibitive. Thereafter, Mr. Santucci provided a brief explanation of the pipeline project and truck haul project, whereby, the pipeline project would be completed quicker, as this must be done by March 31st, at the latest, due to turtle season. Further, he stated that the City would need to enter into an interlocal agreement with Boca to determine how the mobilization costs would be distributed; whereby, each municipality would be looking at a proportional cost share on mobilization as it relates to the amount of sand each municipality places on their beach. Mr. Santucci said the City would also enter into a memorandum of understanding with the Town to accommodate the relationship the City has with Boca. He said these documents will outline how payment will be done; nonetheless, staff has had very positive conversations with both Boca and the Town. Thereafter, he provided a brief overview of the items that will be forthcoming regarding these beach renourishment efforts. Lastly, he stated that the City's estimated total cost will be between \$1 million to \$1.2 million, whereby, \$2.5 million was estimated in the ARP expenditure plan and there may be potential reimbursement from state and federal grants.

In response to Vice Mayor Hudak's question, Mr. Santucci replied that he is unsure how long the pipe will be on Deerfield's beach, but estimated construction time should be established by the next commission meeting.

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

Credit Card Fees - Vice Mayor Hudak said the credit card fee will be initiated on February 1st and asked for clarification on how it would be applied.

David Santucci, City Manager, stated that the fee would not be applied to in person credit card transactions, but will be applied to payments made through the online system. Further, he said it is a flat fee and encouraged residents to contact customer service for assistance on how to avoid the fees.

COMMISSIONER PRESTON**DISTRICT 2**

Accolades - Commissioner Preston thanked city staff for the outreach and support they provided after the tragedy that occurred at Oveta McKeithen Park on December 28, 2022. Additionally, he thanked BSO for their efforts during the meeting at Johnnie McKeithen Park.

MLK Event - Commissioner Preston invited the community to the Martin Luther King festivities that are taking place on January 14th and 16th.

COMMISSIONER PARNES**DISTRICT 3**

MLK Event - Commissioner Parnes said he will be attending the event on January 14th.

COMMISSIONER DROSKY**DISTRICT 4**

Happy New Year - Commissioner Drosky wished everyone a happy new year.

Villages of Hillsboro Park - Commissioner Drosky said there will be a Brazilian concert on January 28th at noon; thereafter, he thanked the Cultural Committee for the event.

Nina's Place - Commissioner Drosky said he attended the grand opening of Nina's Place at Zion Lutheran on December 7th, which is a food shelter set up to serve families in need. Thereafter, he commented on the efforts they've made to set up this food shelter, and suggested the City showcase those efforts.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**MAYOR GANZ**

Underwater Camera - Mayor Ganz said although staff was unable to get the new camera up and running, they were able to get the older one up in the meantime.

BSO Substation - Mayor Ganz asked when the facility will be operational to allow for HOA's to host meetings.

Mr. Santucci replied that he is unsure, whereas, during the environmental testing, asbestos was found which must be remediated; nevertheless, he will provide an update once available.

Airbnb's - Mayor Ganz advised that Airbnb is cracking down, whereby, there is a new technology on their app that looks at how long a person is renting, etc. and suggested that when places are being cited or complaints are made, the vacation rental sites need to be made aware.

Migrants - Mayor Ganz commented on the recent event that took place in Fort Lauderdale, and asked that staff have a plan in place, should migrants come ashore.

Speeding - Mayor Ganz said due to issues with speeding, BSO performed a traffic enforcement operation in December, whereby, Tamarac had 145 citations; Oakland Park - 148; North Lauderdale - 282; Parkland - 65; and Deerfield Beach - 741. He commended BSO, but unfortunately, the issuance of citations is not stopping it.

Rickey Ferguson, Jr. - Mayor Ganz said his death is an absolute tragedy and is devastating to his family and those who knew him. Unfortunately, he does not know what can be put in place to prevent that type of tragedy and it should not be reflective of what that park is, what District 2 is or what Deerfield Beach is, as this can happen anywhere.

Apology - Mayor Ganz apologized to staff for the way he handled his frustrations during the December 6th commission meeting.

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

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Hudak, to adjourn the meeting at 9:37 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk



February 8, 2024

Eric M. Power, AICP, Director
Planning and Development Services
City of Deerfield Beach
150 Northeast 2 Avenue
Deerfield Beach, FL 33441

Via Email Only

Dear Mr. Power:

Re: Comprehensive Plan Amendment Submittal – City of Deerfield Beach Land Use Plan Amendment – 555 Southwest 3 Avenue

Enclosed are agency comments received thus far by our office regarding the referenced Broward County Land Use Plan amendment PC 24-2, in the City of Deerfield Beach.

Review Agency Comments:

Broward County Parks and Recreation Division
Broward County Resilient Environment Department
Broward County Transit Division
Broward County Water Management Division
Broward County Urban Planning Division

The School Board of Broward County's comments will be provided upon receipt by our office.

In addition, the Broward County Planning Council Draft Traffic Analysis is enclosed for your information.

We are available to meet with you if you wish to discuss the amendment proposal. Please keep in mind that distribution of staff's recommendation to the Planning Council is tentatively scheduled for April 16, 2024.

Should you have any questions, please contact Huda Ashwas at (954) 357-6687.

Respectfully,

A handwritten signature in blue ink, appearing to read "BBB", written over a faint, larger signature.

Barbara Blake Boy
Executive Director

BBB:HHA

Enclosures

cc/email: David Santucci, City Manager
City of Deerfield Beach



PARKS AND RECREATION DIVISION • Administrative Offices
950 N.W. 38th St. • Oakland Park, FL 33309-5982 • 954-357-8100 • TTY 954-537-2844 • FAX 954-357-5991

*Winner of the National Gold Medal Award for Excellence in Park and Recreation Management
Accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA)*



MEMORANDUM

January 25, 2024

To: Huda Ashwas, Planner Trainee
Broward County Planning Council

Thru: Dan West, Director
Parks and Recreation Division **West, Dan** Digitally signed by West,
Dan
Date: 2024.01.25
14:06:04 -05'00'

From: Linda Briggs Thompson, Environmental Program Manager **Briggs, Linda** Digitally signed by Briggs,
Linda
Date: 2024.01.25
15:49:32 -05'00'

Re: **Land Use Plan Amendment Comments**
Proposed Amendment PC 24-2 555 SW 3 Avenue, Deerfield Beach

Broward County Parks and Recreation Division has reviewed the proposed amendment to the Broward County Land Use Plan 555 SW 3 Avenue LUPA (Deerfield Beach). Our comment is as follows:

PC 24-2 Regional park impact fees will be required for the additional 22 dwelling units planned for this project. While we are cognizant of the pressure to construct more housing, it is continually concerning to see land designated as Recreation and Open space developed for other purposes. The intent of the development code was for more recreation and open space to be designated as more housing units are developed, not less.

If you or your staff has any questions about our comments, please call me at 954-357-8120.



**RESILIENT ENVIRONMENT DEPARTMENT (RED)
REVIEW AND COMMENTS ON
PROPOSED BROWARD COUNTY LAND USE PLAN MAP
AMENDMENT**

For: Broward Planning Council

Applicant: City of Deerfield Beach

Amendment No.: PC 24-2

Jurisdiction: City of Deerfield Beach

Size: Approximately 1.4 acres

Existing Use: Vacant

Current Land Use Designation: Recreation and Open Space

Proposed Land Use Designation: Medium (16) Residential

Estimated Net Effect: Addition of 22 dwelling units
[Zero (0) dwelling units currently permitted by the Broward County Land Use Plan]
Reduction of 1.4 acres of recreation and open space use

Location: In Section 1, Township 48 South, Range 42 East; generally located on the west side of Martin Luther King Avenue/Southwest 3 Avenue, between Southwest 5 Court and Southwest 7 Court.

Note: Findings and Recommendations do not constitute waivers from any federal, state or local law.

ANALYSIS AND FINDINGS

ENVIRONMENTAL PERMITTING DIVISION

Contaminated Sites - [CP Policies C1.6, C2.1, C2.4, C2.5, C2.7, WM3.6; BCLUP Strategy EP-3 and Policy 2.5.5]

The list of known contaminated sites (from RED's GIS Database of Contaminated Locations in Broward County) has been reviewed. There **are no (0)** listed contaminated sites that were found within one-quarter mile of the proposed amendment location. See attached map and database for further information as it relates to the land use amendment site.

The interactive map of contaminated sites in Broward County can be found on the internet at <https://www.broward.org/Environment/ContaminatedSites/Pages/Default.aspx>. Any questions can be directed can be directed to (954) 519-1483 or EAR@broward.org. (AR 1/18/24)

Solid Waste - [CP Policies (SW) 6.1.2, 6.1.3, 6.2.6, 6.2.7, 6.2.10, WM3.18; BCLUP Policies 2.11.8, 2.20.3, 2.20.13, 2.34.1, 3.4.3 and Implementation Regulations and Procedures – 1. Development Review Requirements]

There **are no (0)** active or inactive solid waste facilities located within one mile of the proposed amendment location. (AR 1/18/24)

Wetlands - [CP: Objectives C8 and C9 Policies; BCLUP Strategy EP-2 and Policies 2.22.1, 2.22.2, 2.22.3]

Review of available information by staff of the Water and Environmental Licensing Section of the Broward County Environmental Permitting Division determined that, at this time, there are no indications of wetlands within the boundaries of the plat. Therefore, a Conceptual Dredge and Fill Review Report is not required. Based upon the present conditions within the site, filling of the land area will not require an Environmental Resource License.

The Water and Environmental Licensing Section of the Environmental Permitting Division encourages all invasive exotic vegetation including Melaleuca, Brazilian pepper, Australian pine and others as listed in the Exotic Pest Plant Council's List of Florida's Most Invasive Species to be removed during the development process, and a management plan may be necessary to control re-invasion of same. In addition, landscape material should not include any plants considered to be invasive of South Florida's native plant communities. The Florida Exotic Pest Plant Council's List of Florida's Most Invasive Species is available at [Florida Exotic Pest Plant Council \(invasive.org\)](http://FloridaExoticPestPlantCouncil.invasive.org).

Other activities regulated under Chapter 27, Article XI of the Natural Resource Protection Code (e.g., lake or canal excavation, installation of headwalls, end walls, or outfalls) may require an Environmental Resource License. Prior to undertaking surface disturbing activities, contact the Environmental Permitting Division at 954-519-1483 or AWRLicense@broward.org for specific code requirements.

Surface Water Management - [CP Policies BMSD1.2.2, BMSD1.1.3, BMSD1.2.3, IC7.4, WM2.4, WM2.5, WM3.4, WM3.5, WM3.9, WM3.10, WM3.15, WM3.23, WM3.34, WM4.6, CM6; BCLUP Strategy CCR-2, EP-2, DP-2, and Policies 2.12.5, 2.21.1, 2.21.3, 2.21.5, 2.21.7, 2.24.1, 2.24.2, 2.24.4, 2.24.5, 2.26.5]

The proposed project will be required a Broward County Surface Water Management License. The applicant can apply for the SWM through Broward County [Epermits](#).

Some requirements that need to be met when applying for a Surface Water Management License:

1. Meet the permitted criteria or Pre-vs-Post analysis including:
 - a. Broward County Parking Lot Protection - 5-yr, 1-day
 - b. Attenuation Requirement - 25-yr, 3-day
 - c. Flood Protection - 100-yr, 3-day (zero discharge)
2. FFE requirements – FEMA, Broward County 100-yr, 3-day flood map elevation, Broward County Future Conditions 100 yr flood map and site specific 100-yr, 3-day (zero discharge) peak stage.
3. Water table requirements - Broward County Current Wet Season Water Table and Future Groundwater Table Elevation.
4. This property is in a wellfield zone.

Upland Resources (including Tree Preservation and Greenways) - [CP Objective C6 and Policies C6.1, C6.7, C6.10, C6.11; BCLUP Strategy CCR-2 and EP-3 and Policies 2.5.5, 2.23.3, 3.3.1]

Review of aerial photographs indicates that the subject site contains mature tree canopy. Development of the site must comply with the tree preservation regulations of the City of Deerfield Beach. The applicant is required to minimize the number of trees to be removed by incorporating suitable existing trees in the site plan design. If trees cannot be incorporated into the site plan in their current location, the applicant is required to relocate suitable trees. Any trees permitted for removal must be replaced. If the above requirements are adhered to, the proposed land use plan amendment is not expected to have a negative impact on upland resources.

Hazardous Material Facilities - [CP Policies C2.2, (SW) 6.2.6, 6.2.7, WM3.18; BCLUP Strategy EP-3 and Policy 2.26.21]

The list of known hazardous material facilities and storage tank facilities (from EPD's GIS Database of hazardous material facilities in Broward County) has been reviewed. There are five (5) known hazardous material/storage tank facilities on, adjacent to, or within ¼ mile of the amendment site. Of the five (5) facilities, four (4) are hazardous material facilities, zero (0) storage tank facility, and one (1) facility that have both hazardous materials and storage tanks. (VP 01/02/2024)

Wellfield Protection - [CP Policies (SW) 6.2.7, WM3.6, WM3.8, WM3.18; BCLUP Policies 2.26.1, 2.26.2, 2.26.3]

The proposed amendment site is currently adjacent to, or within ¼ mile of a wellfield zone of influence. Special restrictions apply under Broward County's Wellfield Protection regulations. (VP 01/02/2024)

SARA TITLE III (Community Right to Know) - [CP Policy C2.5, (SW) 6.2.10, 6.2.12, WM3.18; BCLUP Strategy EP-3 and Policy 2.5.5, 2.26.1]

The list of known SARA Title III Facilities in Broward County has been reviewed. There is no known SARA Title III Facility on, adjacent to, or within ¼ mile of the proposed amendment site. (VP 01/02/2024)

NATURAL RESOURCES DIVISION

Air Quality - [CP Objective C1 and C2, and Policy C2.5, C2.6, C2.9, C2.10, (SW) 6.2.10; BCLUP Strategy EP-3 and Policies 2.9.2, 2.25.1]

The preliminary traffic analysis indicates that the proposed amendment would result in a change of **0 PM peak hour trips** per day compared to trips associated with the current designation. Based upon the trips generated and the projected levels of service on surrounding roadways, an amendment to the proposed land use designation can reasonably be assumed to have a **moderate impact** on air quality.

The Air Quality Program recommends pro-active long-term planning methods that will result in the prevention of any further deterioration of our air quality and quality of life. The Air Quality Program recommends that the plan for development includes air quality measures or provisions that will support alternative methods of transportation. These measures include promoting the use of transit, promoting the use of ridesharing, promoting the use of alternative fuel vehicles (AFV) where appropriate and AFV infrastructure, bikeways and bike storage facilities, and the use of pedestrian friendly designs which will include native tree shaded areas.

There are no air permitted facility located within half a mile of the proposed amendment site, meaning that there are no nearby facilities with any air quality complaints nor any facilities in the area with existing or potential odor or noise problems. (AR 1/18/24)

Specially Designated Areas - [CP Objective C6 and policies C6.1, C6.3, C6.5, C6.6, C7.2, C7.4; BCLUP Strategies EP-3, IG-3 and Policies 2.5., 2.12.4, 2.23.1, 2.23.2, 2.23.3, 2.29.1, 3.3.7, 3.3.9, 3.3.10, Implementation Regulations and Procedures - 7. Criteria and Procedures For Environmentally Sensitive Lands And Local Areas of Particular Concern]

This project site is adjacent, along the southern boundary to Tivoli Sand Pine Preserve a City of Deerfield owned and managed Preserve. It is listed as a Designated Urban Wilderness and included in the Urban Wilderness Inventory.

<https://www.broward.org/PlanningCouncil/Documents/EnvironmentallySensitiveLands.pdf>

Protected Natural Lands – Project site is adjacent to Tivoli Sand Pine Preserve along the southern boundary. Tivoli Sand Pine Preserve is an approximately twenty-one acre sand pine included in the Protected Natural Lands Inventory.

The Protected Natural Lands Inventory is a comprehensive database of public and private native vegetative communities that have been protected through acquisition or regulatory mechanisms and are managed for conservation purposes. The Inventory provides information regarding the ownership and management for each of the Protected Natural Lands and may be accessed at: <http://www.broward.org/NaturalResources/LandStewardship/Pages/NaturalLands.aspx>

Marine and Riverine Resources - [CP Objectives CM1, CM4 and Policies C.7.7 C7.6, C7.8; BCLUP Strategy EP-1 and Policies 2.7.1, 2.11.7, 2.20.3, 2.24.2, 2.27.1, 2.27.2, 2.27.3, 2.27.4, 2.27.5, 2.28.1, 3.3.4, 3.3.7, 3.3.9, 3.3.12]

While the County encourages applicants to consider the listed objectives, strategies, and policies during the site planning process, the proposed amendment site does not contain, fall within, or overlap with a coastal area. Therefore, Broward County Comprehensive Plan Objective CM4 and Policies C.7.6, C.7.7 and C.7.8 and Land Use Plan Strategy EP-1 and Policies 2.7.1, 2.11.7, 2.20.3, 2.27.1, 2.27.2, 2.27.3, 2.27.4, 2.27.5, 3.3.4, 3.3.9, 3.3.12 do not apply to the review of this project.

The proposed land use designation is not expected to have an impact on marine or riverine resources related to CP Objective CM4 and Policies C.7.6, C.7.7, C.7.8; BCLUP Strategy EP-1 and Policies 2.7.1, 2.11.7, 2.20.3, 2.24.2, 2.27.1, 2.27.2, 2.27.3, 2.27.4, 2.27.5, 2.28.1, 3.3.4, 3.3.9, 3.3.12.

Regarding Comprehensive Plan Objective CM1 and Land Use Plan Policy 3.3.7, please see the Analysis and Findings from the Environmental Permitting Division concerning wetlands impact from the proposed land use designation. Impacts to resources require review and licensing under Article XI of Chapter 27, Broward County Code of Ordinances.

The Division strongly encourages the applicant to review the Broward County Outdoor Lighting Ordinance (Chapter 27, Article IX, Sec. 39-112) to become familiar with preferred lighting standards to minimize sky glow and ways to minimize lighting disturbance of wildlife as it relates to Comprehensive Plan Policy C.7.6 and Broward County Land Use Plan Policy 2.28.1, recognizing that the proposed amendment area is not along the coast.

Climate Resiliency, Adaptation Action Areas, and Priority Planning Areas [CP Policies CC1.7, CC2.1, CC2.9, CC2.10, CC2.12, CC2.14, CC2.15, CC3.6, CM2.6; BCLUP Strategy CCR-2 and Policies 2.21.1, 2.21.2, 2.21.3, 2.21.5, 2.21.6, 2.21.7]

The Priority Planning Areas for Sea Level Rise Map identifies areas that are at increased risk of flooding due to, or exacerbated by, sea level rise by the year 2070. In review of land use plan amendments, the County requires the applicant to demonstrate that the project will not increase saltwater intrusion or areawide flooding, not adversely affect groundwater quality or environmentally sensitive lands, and that subsequent development will be served by adequate stormwater management and drainage facilities. The County also strongly discourages those amendments which would place additional residential and non-residential development at risk of flooding from sea level rise. The County will take into consideration sea level rise and flood protection mitigation strategies and requirements included within the city's local comprehensive plans and/or development regulations, or improvements committed to by the applicant which would mitigate or enhance flood protection and adaptation from rising sea levels.

While the County encourages applicants to consider these and other impacts from climate change during the site planning process, the proposed amendment site does not contain, fall within, or overlap with an area for planning consideration, as indicated on the Priority Planning Areas for Sea Level Rise Map. Therefore, Broward County Land Use Plan Policies 2.21.1, 2.21.5, and Comprehensive Plan Policies CC2.1, CC2.12 and CC2.14, do not apply to the review of this project.

However, Policy 2.21.6 is not limited to areas only covered by the PPA and states that Broward County shall support the goals and will, to the maximum extent feasible, implement, in coordination with affected stakeholders, the recommended actions of the Climate Action Plan, as approved by the Broward County Climate Change Task Force, and adopted by the Broward County Board of County Commissioners. The Resilient Environment Department asks that the applicant take those actions into consideration through the application, design, permitting and construction process, but specifically calls out the following Regional Climate Action Plan Recommendations related to natural areas and urban forests: NS-4.1, NS-15.5, ST-5.1, ST-5.2, ST-5.3, as this site is directly adjacent to the Tivoli Sand Pines Preserve which has been established as a wilderness area in Broward County; and recommendations related to heat islands: NS-15.4, PH-3.1, PH-3.3, and ST-14.3 for consideration.

The Resilient Environment Department also recommends review of the Future Conditions Map Series (Plate WM 2.1 – Future Conditions Average Wet Season Groundwater Elevation Map, and Plate WM 13.1 – Future Conditions 100-Year Flood Elevation Map), and their use as required by Broward County Code of Ordinances for permitting and design of the proposed site. The reviewer notes that Plate WM 13.1 – Future Conditions 100-Year Flood Elevation Map was not mentioned in the application.

NatureScape Program – [CP Policies C6.8, CC3.9, WM3.33, WM4.17; BCLUP 2.20.14, 2.20.17]

NatureScape is about creating Florida-friendly landscapes that conserve water, protect water quality, and create wildlife habitat. Development of the proposed amendment site should be coordinated with the NatureScape Broward Program for guidance in development of any related landscaping plans. Information regarding Naturescape can be accessed at: <http://www.broward.org/NatureScape/Pages/Default.aspx>

Water Recharge - [CP Policies WM1.15, WM2.2, WM3.8, WM3.9, WM3.32, WM4.3; BCLUP Policies 2.5.5, 2.26.1]

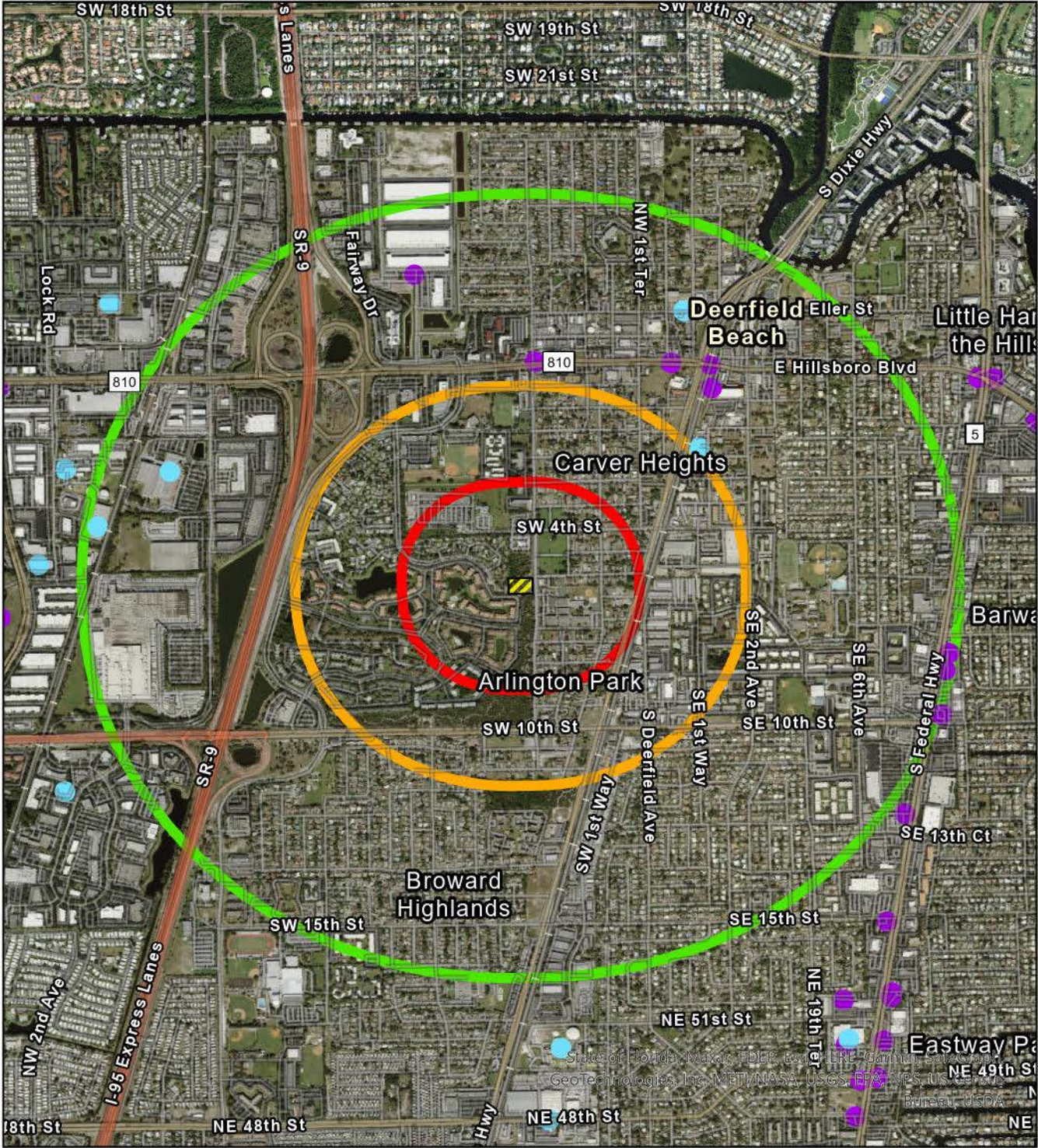
The purpose of this review is to consider County policies regarding water recharge. Aquifer recharge is one of several significant methods that will aid in the protection and conservation of the Surficial Aquifer System. Therefore, the County will continue to promote the development of alternative water supply strategies, including Aquifer recharge, and protect the quality of our potable water supply sources. [Applicable County Policies include: CP WM1.15, WM2.2, WM3.8, WM3.9, WM3.32, WM4.3; BCLUP Strategy CCR-3; Policies 2.5.5, 2.26.1, 2.26.2]

The proposed land use designation allows 75 percentage of impervious area on the property. Based on current and proposed land use designations, the development resulting from the proposed land use designation could potentially result in an increase of 65% impervious surface on the property. The change in recharge capacity resulting from development under the proposed designation is expected to be insignificant.

The impact level is determined by factoring the size of the site with the percent change of impervious area from the current designation to the proposed designation.

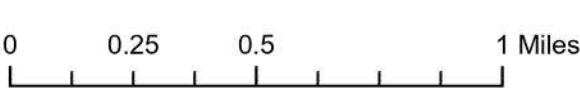
Staff suggests that the design of the new residential project seek to maximize open space or provide other alternatives to offset negative impacts on recharge capacity on the property. Open space can include but not be limited to parks and open space, stormwater retention, ponds, rain gardens, drainage easements, landscaped areas and other pervious areas fulfilling the goal of water recharge into the aquifer.

Broward County Land Use Plan Proposed Amendment 24-2

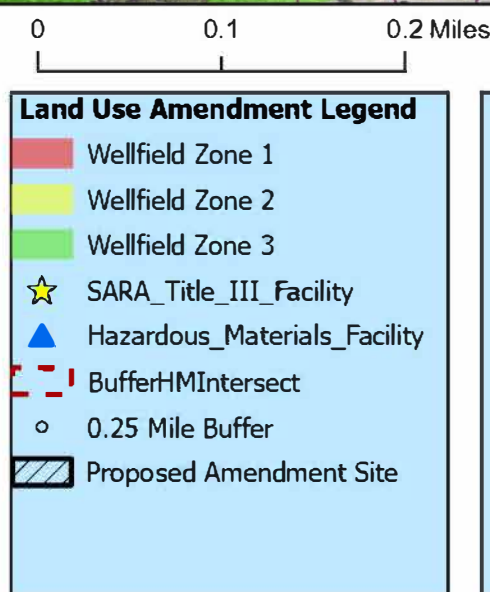


Legend

- Air Sites
- Contaminated Sites
- Proposed Site
- Quarter Mile Buffer
- Half Mile Buffer
- One Mile Buffer



Generated for location purposes only. Marker size is a visual aid, and neither represents exact location nor area of designated facility.
Prepared by: Ashley Robins on 12/28/23
Natural Resources Division



Date Prepared: 1/2/2024 1:22 PM

Prepared by: VPHIPPS

Environmental Permitting Division review of Land Use Amendments for presence of hazardous materials and community right-to-know sites within Broward County. Review includes the location of Wellfield Protection Zones. The display is generated for location purposes only. Marker, if present, is a visual aid and neither represents exact location nor distance to project site. If data are associated, data are provided "as is". The division does not accept responsibility for damages suffered as a result of using, modifying, contributing or distributing the materials.

Hazardous Materials Facilities within, adjacent to, or in close proximity (0.25 miles) of Land Use Amendment			
Name of Facility	Address	Type of Facility based on SIC	Type of License
B'Nai B'Rith Apartments	299 SW 3RD AVE, Deerfield Beach, FL 33441	6513 - Multi-Family Residential Facility with Diesel Generator(s) or Pool Chemicals	Hazardous Material
City of Deerfield Beach Public Works and Garage	401 SW 4TH ST, Deerfield Beach, FL 33441	7538 - Municipal Equipment or Vehicle Maintenance	Hazardous Material and Storage Tank
Vector Fleet Management LLC	401 SW 4TH ST, #B Deerfield Beach, FL 33441	7538 - Fleet Service	Hazardous Material
Youth Automotive Training Center of Broward, Inc.	399 SW 3RD AVE, Deerfield Beach, FL 33441	7538 - Automotive Repair School	Hazardous Material
R.J. Trucking & Bulldozing Incorporated	231 SW 8TH ST, Deerfield Beach, FL 33441	7538 - Automotive Repair	Hazardous Material

BROWARD COUNTY PLANNING COUNCIL
WETLAND RESOURCE QUESTIONNAIRE
as completed by the
RESILIENT ENVIRONMENT DEPARTMENT

I. Description of the Site and Proposed Amendment

For: Broward Planning Council

Applicant: City of Deerfield Beach

Amendment No.: PC 24-2

Jurisdiction: City of Deerfield Beach

Size: Approximately 1.4 acres

Existing Use: Vacant

Current Land Use Designation: Recreation and Open Space

Proposed Land Use Designation: Medium (16) Residential

Estimated Net Effect: Addition of 22 dwelling units

[Zero (0) dwelling units currently permitted by the Broward County
Land Use Plan]

Reduction of 1.4 acres of recreation and open space use

Location: In Section 1, Township 48 South, Range 42 East; generally located on the west side of Martin Luther King Avenue/Southwest 3 Avenue, between Southwest 5 Court and Southwest 7 Court.

Note: Findings and Recommendations do not constitute waivers from any federal, state or local law.

II. Wetland Review

A. Are wetlands present on subject property? No.

B. Describe extent (i.e. percent) of wetlands present on subject property.

C. Describe the characteristics and quality of wetlands present on subject property.

D. Is the property under review for an Environmental Resource License?

E. Has the applicant demonstrated that should the proposed Land Use designation be approved, the proposed project will be consistent with the requirements of Article XI, Chapter 27 of the Broward County Code of Ordinances?

III. Comments:

Review of available information by staff of the Water and Environmental Licensing Section of the Broward County Environmental Permitting Division determined that, at this time, there are no indications of wetlands within the boundaries of the plat. Therefore, a Conceptual Dredge and Fill Review Report is not required. Based upon the present conditions within the site, filling of the land area will not require an Environmental Resource License.

The Water and Environmental Licensing Section of the Environmental Permitting Division encourages all invasive exotic vegetation including Melaleuca, Brazilian pepper, Australian pine and others as listed in the Exotic Pest Plant Council's List of Florida's Most Invasive Species to be removed during the development process, and a management plan may be necessary to control re-invasion of same. In addition, landscape material should not include any plants considered to be invasive of South Florida's native plant communities. The Florida Exotic Pest Plant Council's List of Florida's Most Invasive Species is available at [Florida Exotic Pest Plant Council \(invasive.org\)](https://www.invasive.org/).

Other activities regulated under Chapter 27, Article XI of the Natural Resource Protection Code (e.g., lake or canal excavation, installation of headwalls, end walls, or outfalls) may require an Environmental Resource License. Prior to undertaking surface disturbing activities, contact the Environmental Permitting Division at 954-519-1483 or AWRLicense@broward.org for specific code requirements.

Completed by: L. Sunderland 1/23/2024

**BROWARD COUNTY
WATER RECHARGE QUESTIONNAIRE
as completed by
RESILIENT ENVIRONMENT DEPARTMENT**

I. Information about the Proposed Amendment

For: Broward Planning Council
Applicant: City of Deerfield Beach
Amendment No.: PC 24-2
Jurisdiction: City of Deerfield Beach
Size: Approximately 1.4 acres
Existing Use: Vacant
Current Land Use Designation: Recreation and Open Space
Proposed Land Use Designation: Medium (16) Residential
Estimated Net Effect: Addition of 22 dwelling units
[Zero (0) dwelling units currently permitted by the Broward
County Land Use Plan]
Reduction of 1.4 acres of recreation and open space use

Location: In Section 1, Township 48 South, Range 42 East; generally located on the west
side of Martin Luther King Avenue/Southwest 3 Avenue, between Southwest 5
Court and Southwest 7 Court.

Note: Findings and Recommendations do not constitute waivers from any federal, state, or local law.

II. Water Recharge Review based on Broward County Land Use Plan Designations

A. Impacts of the current land use designation on water recharge:

A typical value for an impervious area produced by this type of development is approximately 10 percent or equivalent to 0.14 acres.

B. Impacts of the proposed land use designation on water recharge:

A typical value for an impervious area produced by this type of development is potentially 75 percent or the equivalent of 1.05 acres.

C. General impacts of the proposed land use change on water recharge:

The change in land use (current to proposed) could potentially result in a increase of 65 percent impervious surface on the property, which is the equivalent of 0.91 acres of impervious surface and a loss in recharge capacity.

III. Analysis of Impact of Change in Land Use Designation

The purpose of this review is to consider County policies regarding water recharge. Aquifer recharge is one of several significant methods that will aid in the protection and conservation of the Surficial Aquifer System. Therefore, the County will continue to promote the development of alternative water supply strategies, including Aquifer recharge, and protect the quality of our potable water supply sources. [Applicable County Policies include: CP WM1.15, WM2.2, WM3.8, WM3.9, WM3.32, WM4.3; BCLUP Strategy CCR-3; Policies 2.5.5, 2.26.1, 2.26.2]

The proposed land use designation allows 75 percentage of impervious area on the property. Based on current and proposed land use designations, the development resulting from the proposed land use designation could potentially result in an increase of 65% impervious surface on the property. The change in recharge capacity resulting from development under the proposed designation is expected to be insignificant.

The impact level is determined by factoring the size of the site with the percent change of impervious area from the current designation to the proposed designation.

IV. Comments

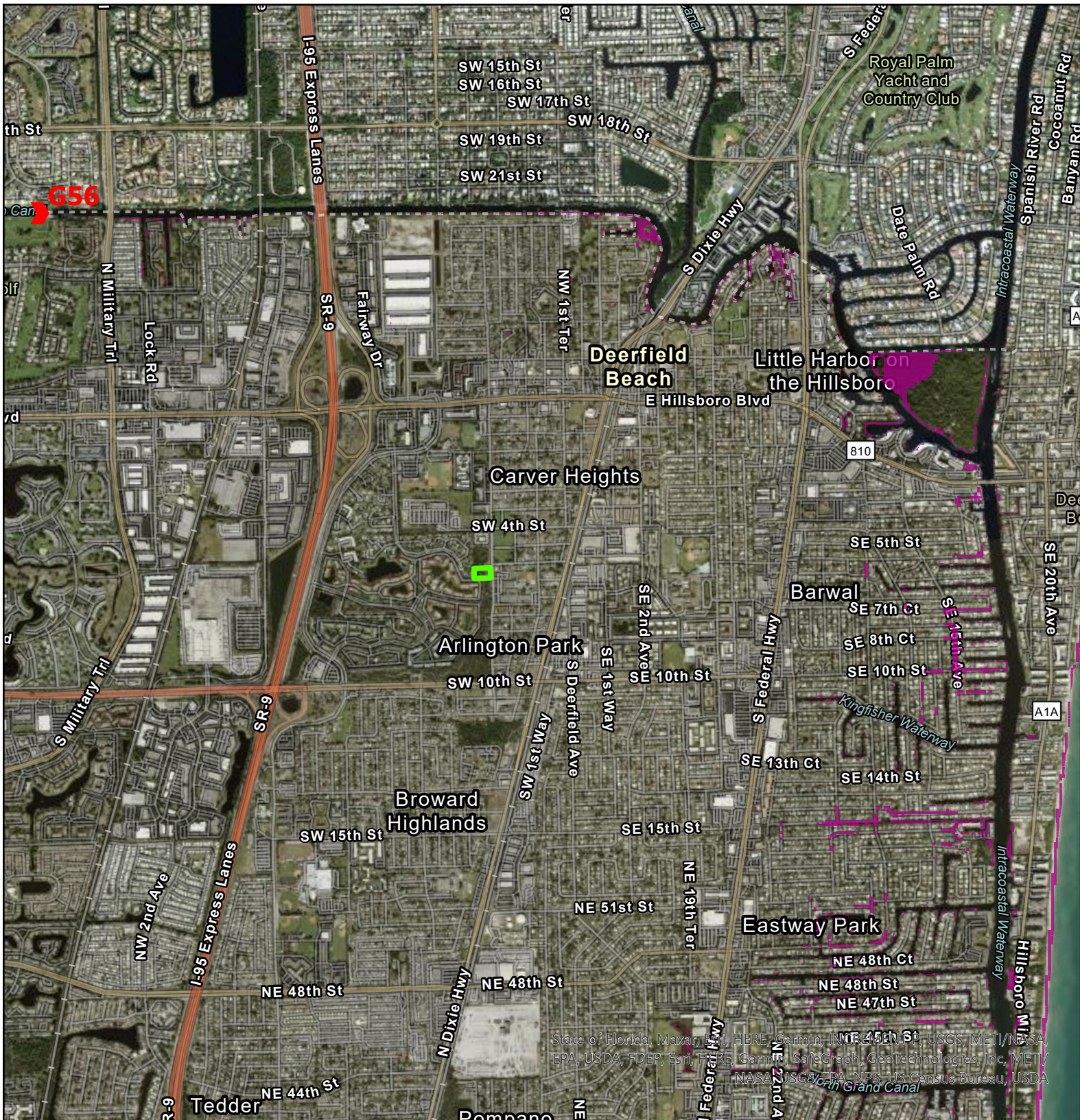
Staff suggests that the design of the new residential project seek to maximize open space or provide other alternatives to offset negative impacts on recharge capacity on the property. Open space can include but not be limited to parks and open space, stormwater retention, ponds, rain gardens, drainage easements, landscaped areas and other pervious areas fulfilling the goal of water recharge into the aquifer.

Prepared by: Monica Pognon, Broward County Natural Resources Division (1/23/2024).

Broward County Land Use Plan

Proposed Amendment

PCNRM 24-2



Proposed Land Use Plan Amendment

Priority Planning Areas for Sea Level Rise near tidal water bodies at an increased risk of inundation under a 40 inch sea level rise scenario projected to occur by 2070 (PC 24-2 is located outside of a Priority Planning Area)

0 0.5 1 Miles



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382



VIA EMAIL

January 23, 2024

Huda Ashwas, Planner Trainee
Broward County Planning Council
115 South Andrews Avenue, Room 307
Fort Lauderdale, FL 33301

RE: Land Use Plan Amendment (LUPA) – PC 24-2 555 SW 3rd Ave (Deerfield Beach) -
Transit Verification Letter

Dear Ms. Ashwas,

Broward County Transit (BCT) has reviewed your correspondence dated December 26, 2023, regarding the proposed Land Use Plan Amendment (LUPA) for PC 24-2, 555 SW 3rd Avenue, Deerfield Beach FL 33441 (Folio ID 484201000570), for current and planned transit service. The transit service provided within a quarter mile of the amendment site is limited to Community Shuttle Routes 728, 729 and BCT Fixed Route 50. Please refer to the following table for detailed information.

The first row details the service for BCT Route 50 on weekdays, Saturdays, and Sundays line by line. For example, on weekdays it runs 5:00 a.m. - 12:09 a.m. with a frequency of 33 minutes. The second and third rows detail the service for BCT Routes 728 and 729 respectively, both of which run on weekdays and Saturdays from 8:00 a.m. - 4:00 p.m. and have a frequency of 60 minutes.

BUS ROUTE	DAYS OF SERVICE	SERVICE SPAN A.M. – P.M	SERVICE FREQUENCY
50	WEEKDAY SATURDAY SUNDAY	5:00 A.M. – 12:09 A.M. 5:00 A.M. – 10:55 P.M. 7:38 A.M. – 9:30 P.M.	33 Minutes 40 Minutes 50 Minutes
728 Deerfield Beach Express I	WEEKDAY SATURDAY	8:00 A.M. – 4:00 P.M. 8:00 A.M. – 4:00 P.M.	60 Minutes 60 Minutes
729 Deerfield Beach Express II	WEEKDAY SATURDAY	8:00 A.M. – 4:00 P.M. 8:00 A.M. – 4:00 P.M.	60 Minutes 60 Minutes

BCT can accommodate additional transit demand, as described in the Mass Transit Analysis, with planned fixed route bus service to the amendment site.



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

As part of the Transportation Surtax, BCT will be implementing fixed route bus improvements, including shorter headways and increased span of service on weekdays and weekends, in addition to new service types like demand-response. The development of subject property will support the utilization of mass transit by increasing the residential opportunities along an existing transit route. The proposed development will provide safe circulation routes for pedestrians and bicycles including transit connectivity between existing sidewalks and proposed future bus stops.

Please be advised that the needs of any existing or future bus stops located adjacent or within the amendment site will be addressed during the project's development review process.

Please feel free to call me at 954-357-5481 or email me at dacohen@broward.org if you require any additional information or clarification on this matter.

Sincerely,

Daniel Cohen

Daniel Cohen

Service Planner

Service and Strategic Planning – Broward County Transit

Broward County Board of County Commissioners

Torey Alston • Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org



WATER MANAGEMENT DIVISION / PUBLIC WORKS
2555 West Copans Road, Pompano Beach, Florida (954) 831-0751



December 27, 2023

Huda Ashwas, Planner Trainee
Broward County Planning Council
115 South Andrews Avenue, Room 307
Fort Lauderdale, FL 33301

via email: hashwas@broward.org

SUBJECT: 555 Southwest 3 Avenue, Deerfield Beach
Land Use Plan Amendment PC 24-2– Drainage Analysis

Dear Ms. Ashwas:

The information in the above-captioned proposed land use plan amendment (LUPA) for drainage is essentially correct. Our office has no objection to this LUPA.

As noted in the application, the future development will require a Broward County Surface Water Management License. Broward County Environmental Engineering – Surface Water Section should be contacted for more information.

It does appear that the application incorrectly identifies the site location relative to a wellfield. Section H states the site is within Wellfield Zone 1. However, Broward County GIS maps show the site as being within Zone 3 (<https://geohub-bcgis.opendata.arcgis.com/documents/99a45ea5580344fdb5fee03ecd4ebf77/explore>).

Sincerely,

A handwritten signature in blue ink that reads "Susan Juncosa".

Susan Juncosa, Natural Resources Specialist
Water and Wastewater Services/**WATER MANAGEMENT DIVISION**
2555 West Copans Road, Pompano Beach FL 33069
OFFICE: (954) 831-0778 MOBILE: (954) – 551-3506
E-MAIL: sjuncosa@broward.org FAX: (954) 831-3285



Resilient Environment Department
URBAN PLANNING DIVISION

1 N. University Drive, Box 1021 Plantation, FL 33324 | 954-357-6634 | Fax 954-357-6521



DATE: January 19, 2024

TO: Barbara Blake Boy, Executive Director
Broward County Planning Council

FROM: Josie P. Sesodia, AICP, Director
Urban Planning Division

Sesodia

Digitally signed by Josie
P. Sesodia
Date: 2024.01.25
09:28:42 -05'00'

SUBJECT: *PC 24-2: City of Deerfield Beach (555 SW 3rd Ave)*

The Broward County Urban Planning Division (UPD) staff reviewed proposed amendment PC 24-2. The subject site is in Deerfield Beach involving approximately 1.4 acres. The amendment proposes:

Current Designations: Recreation and Open Space

Proposed Designation: Medium (16) Residential

Estimated Net Effect: *Addition of 22 dwelling units [Zero (0) dwelling units currently permitted by the Broward County Land Use Plan]*
Reduction of 1.4 acres of Recreation and Open Space Use

Analysis of Natural and Historic Resources

- A. The County's archaeological consultant reviewed the application and based on the available information including archival documents, maps, the Broward County Land Use Plan and the Florida Master Site File (FMSF), determined that the proposed project will have no adverse effect on any known historical or archaeological resources or areas of archaeological or paleontological sensitivity.
- B. Comments and recommendations pertaining to this land use plan amendment for historic/archaeological resources:
1. The subject property is located within the City of Deerfield Beach. Archaeological resources in the city are included in the jurisdiction of the Broward County historic preservation ordinance (B.C. Ord. 2014-32). Historical resources in the city are outside the jurisdiction of the Broward County historic preservation ordinance (B.C. Ord. 2014-32). The property owner/ agent is advised to contact the municipality to seek project review for compliance with municipal historic preservation regulations.

Contact: Attn: Director
Planning & Development Services

City of Deerfield Beach
150 NE 2nd Ave.
Deerfield Beach, Florida 33441
Tel.: (954) 480-4200

2. If, in the event that unmarked burials are discovered, then, pursuant to Florida Statutes, Chapter 872.05, "all activity that may disturb the unmarked burial shall cease immediately, and the district medical examiner shall be notified. Such activity shall not resume unless specifically authorized by the district medical examiner or State Archaeologist."

Contact: Broward County Medical Examiner
5301 S.W. 31st Avenue
Fort Lauderdale, Florida 33312
Telephone: (954) 357-5200
Fax: (954) 327-6580
Email: Med_Exam_Trauma@broward.org
Website: <http://www.broward.org/MedicalExaminer>

Affordable Housing.

The Urban Planning Division (UPD) staff reviewed the application and determined that it is not subject the requirements of BCLUP Policy 2.16.2 and Article 5 of the Administrative Rules Document as the proposed amendment will add less than 100 units to the BCLUP.

The proposed amendment will add less than 100 units to the Broward County Land Use Plan (BCLUP). Amendments that propose to add 100 or more residential dwelling units to the existing densities approved by the BCLUP are subject to the requirements of BCLUP Policy 2.16.2 and Article 5 of the Administrative Rules Document. Policy 2.16.2 requires the involved municipality to estimate its supply of affordable housing utilizing the data and methodology referenced within the "Broward County Affordable Housing Needs Assessment," 2018, prepared by the Metropolitan Center Florida International University, as may be updated and accepted by the Broward County Board of County Commissioners, after January 7, 2021. A total of zero (0) residential units are currently permitted under the existing Land Use Plan. This request is for an increase of 22 dwelling units.

Although Policy 2.16.2 does not apply to this project, the applicant states that the subject site will be utilized for a future affordable housing project. A draft Declaration of Restrictive Covenants is attached to the application as EXHIBIT J. The applicant is advised that the voluntary commitment to provide affordable housing units is subject to the execution and recordation of a separate agreement with Broward County, acceptable to the County Attorney's Office, which restricts the additional 22 dwelling units as affordable housing units for a period of 30 years.

Redevelopment Analysis

The amendment site is not located within a Community Redevelopment Area.

Intergovernmental Coordination

The proposed amendment site is not adjacent to or in close proximity to any Broward County Unincorporated Area lands or County-owned facilities/property and is not adjacent to another municipality. However, the Tivoli Sand Pine Preserve (Preserve) is adjacent to the south of the amendment site. The 23-acre Preserve was dedicated by Broward County to the City of Deerfield Beach in 1985, which then entered into an agreement with Broward County to maintain the preserve as a wilderness park in perpetuity. The Preserve is designated by the City of Deerfield Beach as an Urban Wilderness Site by Policy 7.46. (Natural Resource Areas) of the City's Comprehensive Plan Natural Resources Element.

Complete Streets

The BCLUP contains policies to promote complete streets that integrate all modes and facilities for all users based on the context. The following apply to this proposed land use plan amendment:

Policy 3.6.2 Ample and secure bicycle parking should be incorporated into non-residential and mixed use redevelopments. The bicycle parking should be consistent with the Broward County "End- of-Trips Facilities" guidelines.

Policy 3.6.5 Development designs should be context-sensitive and consider existing and planned adjacent land uses. Development projects should be considered both separately and as part of a connected network with integrated pedestrian, bicycle and transit facilities generally consistent with the [Broward Complete Streets Guidelines](#) or equivalent principles.

The proposed amendment will potentially generate 100 additional daily trips, including nine PM Peak Trips. Broward County Transit Route 50 on Dixie Highway, near the subject site, has 20-30 minute headways on weekdays and 40-50 minute headways on weekends. The City of Deerfield Beach Community Shuttle Express Routes I and II run along SW 3rd Avenue adjacent to the subject site. The application states that numerous retail, office, community facilities, and employment opportunities are within reach along these transit routes and ultimately broader connections to transit throughout the County are accessible.

Staff suggests the following:

- Incorporate complete streets enhancements on-site along adjacent streets and connecting to site entrances. For example, consider providing:
 - o sidewalks along the property perimeter on street frontages;
 - o "end-of-trips facilities" consistent with the Broward Complete Streets Master Plan [Design Guidelines 2.0](#) and BrowardNEXT Policy 3.6.2;

- o sidewalks connecting from building entrances to perimeter sidewalks and safe transitions across onsite circulation lanes or parking areas;
 - o covered drop off areas for on demand mobility services and deliveries; and,
 - o awnings or covered areas at building entrances or along sidewalks.
- Consider providing electric vehicle charging stations, bike parking and lockers, and shared mobility opportunities (such as bike or scooter rentals).
- Enhance bicycle and pedestrian connections to bus stops and provide safe circulation routes for pedestrians and bicycles.
- Pedestrian-scale lighting that protects the adjacent pineland preserve from glare.

cc: Darby Delsalle, AICP, Assistant Director, Urban Planning Division
Heather Cuniff, AICP, Planning Section Supervisor, Urban Planning Division
Richard Ferrer, Historic Preservation Officer, Urban Planning Division
Susanne Carrano, Senior Planner, Urban Planning Division
Sara L. Forelle, AICP, Senior Planner, Urban Planning Division
Ralph Stone, Director, Housing Finance Division
Leonard Vialpando, Director, Resilient Environment Department

ATTACHMENT 2
DRAFT
TRAFFIC ANALYSIS - Peak
PC 24-2

Prepared: January 3, 2024

INTRODUCTORY INFORMATION

Jurisdiction:	City of Deerfield Beach
Size:	Approximately 1.4 acres

TRIPS ANALYSIS

Potential Trips – Current Land Use Designation

Current Designation:	Recreation and Open Space
Potential Development:	1.4 acres of recreation and open space
Trip Generation Rate:	“ITE Equation (411) Public Park”*
Total P.M. Peak Hour Trips:	23 peak hour trips

Potential Trips – Proposed Land Use Designation

Proposed Designation:	Medium (16) Residential
Potential Development:	22 multi-family dwelling units
Trip Generation Rate:	“ITE Equation (221) Multifamily Housing (Mid-Rise)”
Total P.M. Peak Hour Trips:	23 peak hour trips

<u>Net P.M. Peak Hour Trips</u>	<u>0 peak hour trips</u>
--	---------------------------------

PLANNING COMMENTS

The proposed amendment is projected to have no net impact on traffic volume on the regional transportation network at the long-range planning horizon.

*Institute of Transportation Engineers (ITE) traffic generation equations from “Trip Generation – 11th Edition,” the professionally accepted methodology for estimating the number of vehicle trips likely to be generated by a particular land use.

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT



LAND USE
SBBC-3759-2024
County No: PC24-2
Folio #: 484201000570
555 SW 3rd Avenue
February 9, 2024



Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

ATTACHMENT 5

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION		IMPACT OF PROPOSED CHANGE		PROPERTY INFORMATION	
Date: February 9, 2024		Units Permitted 0	Units Proposed 22	Existing Land Use:	Recreation and Open
Name: 555 SW 3rd Avenue		NET CHANGE (UNITS): 22		Proposed Land Use:	Medium (16) Residential
SBBC Project Number: SBBC-3759-2024		Students	Permitted	Proposed	NET CHANGE
County Project Number: PC24-2		Elem	0	3	3
Municipality Project Number: LUPA 66A		Mid	0	1	1
Owner/Developer: City of Deerfield Beach		High	0	2	2
Jurisdiction: Deerfield Beach		Total	0	6	6
				Current Zoning	S-Open Space
				Proposed Zoning:	RM-15 Residence,
				Section:	1
				Township:	48 S
				Range:	42 E

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS* Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	
Deerfield Park Elementary	751	826	460	-366	-20	55.7%	
Deerfield Beach Middle	1,491	1,553	1,139	-414	-18	73.3%	
Deerfield Beach High	2,848	2,848	2,094	-754	-30	73.5%	

* See comments for additional Impacted Planning Area information

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	29/30	30/31	31/32	32/33	33/34
Area 7 - Elementary	17,526	11,746	-5,780	10,994	10,884	10,773	10,660	10,549
Area 7 - Middle	7,931	5,747	-2,184	5,325	5,274	5,223	5,170	5,119
Area 7 - High	11,160	8,389	-2,771	7,753	7,663	7,570	7,479	7,386

* See comments for additional Impacted Planning Area information

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2023-24 Contract Permanent Capacity	2023-24 Benchmark** Enrollment	Over/(Under)	Projected Enrollment		
				24/25	25/26	26/27
Somerset Academy Key Middle	495	423	-72	423	423	423

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml>. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

**The first Monday following Labor Day
 INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

PLANNED AND FUNDED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)

School(s)	Description of Capacity Additions
Deerfield Park Elementary	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach Middle	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.
Deerfield Beach High	There are no capacity additions scheduled in the ADEFP that will increase the reflected FISH capacity of the school.

PLANNED CAPACITY ADDITION IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)

Capacity Additions for Planning Area 7	
School Level	Comments
Elementary	None
Middle	None
High	None

INFORMATION CONTAINED HEREIN IS CURRENT AS OF THE DATE OF REVIEW

Comments

Information contained in the application indicates that the approximately 1.36-acre site is generally located west of Martin Luther King /SW 3rd Avenue between Hillsboro Blvd and SW 10th Street in the City of Deerfield Beach. The current land use designation for the site is Recreation and Open Space, which allows no residential units. The applicant proposes to change the land use designation to Medium (16) Residential to allow 22 townhouse (all three or more bedroom) residential units, which is anticipated to generate an additional 6 students (3 elementary, 1 middle, and 2 high) into Broward County Public Schools.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan. However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools served the amendment site in the 2023/24 school year were Deerfield Park Elementary, Deerfield Beach Middle, and Deerfield Beach High. Based on the District's Public School Concurrency Planning Document, all the schools are operating below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities in the 2023/24 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2023/24- 2025/26), all the schools are expected to operate below the adopted LOS of the higher of 100% gross capacities or 110% permanent capacities through the 2025/26 school year. It should be noted that the permanent school capacity or Florida Inventory of School Housing (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP FY 2023/24 to 2027/28. Also, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the site in the 2023-24 school year are depicted herein.

Capital Improvements scheduled in the long-range section of the currently Five-Year Adopted DEFP FY 2023/24 to 2027/28 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "7". The elementary, middle, and high schools currently serving Planning Area "7" and their cumulative student enrollments, cumulative capacities, and pertinent student enrollment projections are depicted herein.

Therefore, Planning Area "7" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please be advised that if approved, the units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

The School Board of Broward County, Florida

SCHOOL CONSISTENCY REVIEW REPORT

PROJECT NUMBER: SBBC-3759-2024

2/9/2024

Date

Reviewed By:

Glennika D. Gordon

Signature

Glennika D. Gordon, AICP

Name

Planner

Title



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-538

Agenda Date: 10/15/2024

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Valerie Hackett to the City of Deerfield Beach Non-Uniformed Municipal Employee Retirement Committee; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Non-Uniformed Municipal Employee Retirement Committee (the "Committee") is comprised of five members; two are appointed by the City Commission; two are elected by Non-Uniform employees; and the final member is chosen by the Committee members.

Current Activity

Valarie Hackett has expressed interest in continuing to serve on the Committee and has been nominated by Commissioner Hudak. Upon approval of Ms. Hackett's reappointment, the Committee will consist of four regular members with one vacancy.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING VALERIE HACKETT
TO THE CITY OF DEERFIELD BEACH NON-UNIFORMED MUNICIPAL
EMPLOYEE RETIREMENT COMMITTEE; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-161 of the City Code, the Non-Uniformed Municipal Employee Retirement Committee (the “Committee”) is comprised of five members; two members are appointed by the City Commission, two plan participants are elected by non-uniformed employees of the plan participants, and the fifth member is chosen by the majority of the four other Committee members, with all appointees serving a four year term; and

WHEREAS, Valerie Hackett has been serving on the Committee and her term expires on November 3, 2024; and

WHEREAS, Ms. Hackett has expressed interest in continuing to serve on the Committee; and

WHEREAS, Commissioner Hudak has proposed the reappointment of Valerie Hackett to the Committee.

**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. Valerie Hackett is hereby reappointed to serve as a member of the Non-Uniformed Employee Retirement Committee for a term expiring on November 9, 2028.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: September 17, 2024

The attached application from Valerie Hackett for the

Non-Uniformed Retirement Committee

has been received.

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

☒ Regular Member

☐ Alternate Member

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

Michael E. Hudak

09/23/2024

Signature:

Date:

Appointing
Elected Official:

☐ Mayor Bill Ganz

☐ Vice Mayor Todd Drosky

☒ Commissioner Michael Hudak

☐ Commissioner Ben Preston

☐ Commissioner Bernie Parness

Please return to City Administration for processing.



September 6, 2024

Valerie Hackett
800 SE 20th Avenue, Apt #904
Deerfield Beach, FL 33441

RE: Non-Uniform Retirement Committee

Dear Ms. Hackett:

Your current term on the **Non-Uniform Retirement Committee** of the City of Deerfield Beach expires on November 9, 2024. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

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

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

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

Sincerely,

Heather Montemayor, CMC, City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by October 18, 2024. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Non-Uniform Retirement Committee.

☐ I can no longer serve.


Valerie Hackett, Regular Member (sign here)



NON-UNIFORMED MUNICIPAL EMPLOYEE RETIREMENT COMMITTEE

Creating Authority:

Ordinance No. 894
Amended by Ordinance No. 1079 Amended
by Ordinance No. 1989/031 Amended by
Ordinance No. 2011/015 Amended by
Ordinance No. 2013/012

Method of Appointment:

Two (2) Resident Members - Resolution of Commission for Terms of Four (4) Years
Two (2) Employees - Elected by Non-Uniformed Employees for Terms of Four (4) Years
Fifth Member - Chosen by Above Principals for a Term of Four (4) Years

**Ordinance No. 2013/012 - extended terms from two (2) years to four (4) years for
elected and appointed members. (April 16, 2013)

Financial Disclosure:

Required

Compensation:

None

Liaison:

Livia Giuliani, Benefits USA (954) 730-2068 or livia@benefits-usa.org

Meeting Dates:

2nd Monday, quarterly

Board Attorney:

Robert Sugarman / Pedro Herrera 305-529-2801

Functions and Responsibilities:

To administer the funds of employees and City contributions in accord with sound actuarial principals.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Commission)			ROLWING			11/09/24
Valerie Hackett (Commission)	800 SE 20 th Avenue, Apt #904, Deerfield Beach, FL 33441	954-536-1877 (c)	PATTERSON	2021/062	04/20/21	11/09/24
David Evoy (Board Members)	5803 NW 66th Avenue Parkland, FL 33067	954-610-3123 (h) 954-425-0700 (c)	NEW	2023/156	09/13/2023	9/05/27
Lee Magnuson (Employee)	220 S.E. 10 th CT Deerfield Beach, FL 33441	954-427-4790	SELF	2022/037	03/15/22	4/17/26
Najaim Musto (Employee)	856 NW 6th Drive Boca Raton, FL 33486	561-542-4594	SELF	2021/176	12/07/21	9/30/25

REVISED 1/3/24



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-558

Agenda Date: 10/15/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City from Elenita De Oliveira; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - General Liability)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$78,500.00

Account Name: General Liability

Account Number: 606-0900-519-37-70

Background/History

Elenita De Oliveira ("De Oliveira") filed a notice of intent to sue the City of Deerfield Beach related to an incident that occurred on December 11, 2023. De Oliveira alleges that she was attempting to cross the street in a crosswalk on or near SE 10th Street when she was struck by a motor vehicle driven by a City employee causing her to suffer multiple broken ribs, back pain, a concussion, post-concussion syndrome, and minor injuries to her elbow and legs.

Current Activity

De Oliveira has provided documentation to the City of over \$50,000 in medical bills. De Oliveira is willing to settle all of her claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$78,500.00. The enclosed Resolution approves the settlement of De Oliveira's claims for the total amount of \$78,500.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by De Oliveira against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF
ALL CLAIMS AGAINST THE CITY FROM ELENITA DE OLIVEIRA;
AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO
EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, Elenita De Oliveira (“De Oliveira”) filed a notice of intent to sue the City of Deerfield Beach related to an incident that occurred on December 11, 2023; and

WHEREAS, De Oliveira alleges that she was attempting to cross the street in a crosswalk on or near SE 10th Street when she was struck by a motor vehicle driven by a City employee causing her to suffer multiple broken ribs, back pain, a concussion, post-concussion syndrome, and minor injuries to her elbow and legs; and

WHEREAS, De Oliveira has provided documentation to the City of over \$50,000 in medical bills; and

WHEREAS, De Oliveira is willing to settle all of her claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$78,500.00; and

WHEREAS, although the City asserts that it was not responsible for De Oliveira’s alleged damages, the City Commission desires to approve the settlement of De Oliveira’s claims in the total amount of \$78,500.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by De Oliveira.

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

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

Section 2. The City Commission hereby approves the settlement of De Oliveira’s claims for the total amount of \$78,500.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by De Oliveira against the City or its employees.

Section 3. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-548

Agenda Date: 10/15/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the U.S. Department of Environmental Protection Agency for 2024 Region 4 Sustainable Materials Management Grant Program funding in the amount of \$100,000.00 to be utilized for the North Broward Recycling Drop Off Expansion Program at the City's Recycling Drop-Off Center; authorizing the execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach Recycling Drop-Off Center (DOC) is open to city residents to recycle and dispose of special wastes.

The DOC currently accepts a wide variety of materials, diverting waste from the landfill. These materials include, but are not limited to: mixed recyclables, food waste, electronics, latex paint, tires, bulk, etc.

Current Activity

Staff seeks Commission approval to apply for the 2024 Region 4 Sustainable Materials Management Grant through the U.S. Department of Environmental Protection. The funds would be used for the "North Broward Recycling Drop Off Expansion" program, which is intended to expand the services offered at the Deerfield Beach Recycling Drop-Off Center (the Center) as well as surrounding drop-off centers.

The North Broward Recycling Drop-Off Expansion program is a collaborative effort of three North Broward County municipalities to improve recycling and other material diversion from the landfill through the promotion of regional drop-off centers. Each involved community has existing drop-off centers that will be involved in these activities. These communities include Deerfield Beach, Coconut Creek, and Coral Springs.

The goals of the program include:

1. Streamlined marketing for the overlapping materials collected at each center;
2. A collaborative educational program to promote the use of all centers;
3. Expanded services at some of the centers; and

4. Additional food waste collection containers throughout the participating cities.

The City is seeking an award of grant funding in an estimated amount of \$100,000 under the Recycling Markets Priority Grant portion of the program. The grant does not require any matching funds. If awarded, the grant funds will be expended as outlined below.

Grant Expenses	Value
Educational Program	\$20,000
Updated Signage	\$10,000
Food Waste Collection Equipment	\$40,000
Marketing	\$10,000
Other Collection Containment	\$20,000
Total	\$100,000

The grant application is currently under development and will be submitted by the grant due date, which is October 31, 2024.

Recommendation

Staff recommends that the City Commission authorize the submission of the application for the North Broward Recycling Drop-Off Expansion Program to the EPA and authorize the execution of the grant agreement, if awarded.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY FOR 2024 REGION 4 SUSTAINABLE MATERIALS MANAGEMENT GRANT PROGRAM FUNDING IN THE AMOUNT OF \$100,000.00 TO BE UTILIZED FOR THE NORTH BROWARD RECYCLING DROP OFF EXPANSION PROGRAM AT THE CITY'S RECYCLING DROP-OFF CENTER; AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT, IF THE GRANT IS AWARDED TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Environmental Protection Agency ("EPA") is seeking applications from eligible applicants for the 2024 Region 4 Sustainable Materials Management Grant (the "Grant Program") to improve community resilience and sustainability through sustainable materials management ("SMM"); and

WHEREAS, the Grant Program addresses two SMM priorities, one of them being municipal recycling markets in Region 4 (the "SMM Priority"), which includes Florida; and

WHEREAS, for the SMM Priority, the EPA is seeking "projects that will encourage collaboration and coordination across Region 4 geographies, organizations, and/or businesses to enhance recycling systems, making them stronger and more agile to address changing materials markets"; and

WHEREAS, applicants are required to select at least one of the following technical assistance methods: research, investigation, experiments, education, training, studies and/or demonstration of innovative techniques; and

WHEREAS, EPA Region 4 anticipates awarding two to four grants ranging from \$50,000.00 to \$125,000.00 each for a total of approximately \$250,000 for the Grant competition; and

WHEREAS, the North Broward Recycling Drop-Off Expansion Program (the "Program") is a collaborative effort of the City of Deerfield Beach, the City of Coconut Creek and the City of Coral Springs, to improve recycling and other material diversion from the landfill through the promotion of regional drop-off centers; and

WHEREAS, the City of Deerfield Beach Recycling Drop-Off Center (the "DOC") is open to City residents to recycle and dispose of certain special wastes, and currently accepts materials such as mixed recyclables, food waste, electronics, latex paint, tires, bulk etc.; and

WHEREAS, the grant project period is for two years and the funding will be utilized for an educational program, updated signage, food waste collection equipment, marketing and other collection containment (the “Project”); and

WHEREAS, the City will submit a grant application to the EPA for funding from the Grant Program in the amount of \$100,000.00 (the “Grant”) for the Project (the “Grant Application”); and

WHEREAS, staff recommends that the City Commission approve the submission of the Grant Application to the EPA and authorize execution of a grant agreement with the EPA, if the Grant is awarded to the City.

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

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

Section 2. The City Commission hereby approves the submission of the Grant Application to the EPA for the Grant in the amount of \$100,000.00 for the Project. The Interim City Manager is authorized to sign and submit the Grant Application.

Section 3. If the Grant is awarded to the City, the City Commission hereby authorizes the appropriate City officials to execute a Grant Agreement with EPA, subject to the terms of the Grant Agreement being acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-511

Agenda Date: 10/15/2024

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 Memorandum of Understanding among the Broward Sheriff's Office and the participating agencies for the administration of the 2021 Edward Byrne Justice Assistance Grant by the Broward Sheriff's Office; authorizing execution of the Memorandum of Understanding; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. The FY 2021 JAG local government solicitation was released on June 8, 2021. BJA identified Broward County along with 17 jurisdictions within the County's border as disparate and eligible for JAG funding totaling \$544,330. The City of Deerfield Beach, identified as one of the 17 jurisdictions, was allotted \$27,314 of the aforementioned total.

Broward County is the FY 2021 JAG lead fiscal agent for the 17 jurisdictions, responsible for submitting the joint JAG application and administration of the grant awards. As the fiscal agent, Broward County will receive a 10% administrative fee from the allotted amount of each jurisdiction. The joint application was submitted by the JAG solicitation due date, August 16, 2021. The City of Deerfield Beach, through the Broward Sheriff's Office (BSO), requested funding in the amount of \$24,582.60 for the Retail Theft Prevention/Apprehension Program.

In October 2022, Broward County notified the City of Deerfield Beach of the 2021 JAG award for the Retail Theft Prevention/Apprehension Program. In December 2022, the City Commission accepted the grant in the amount of \$24,582.60 and executed a Subgrant Award Agreement with Broward County that became effective on July 27, 2023.

Current Activity

In September 2024, the City received an MOU from BSO to administer and implement the JAG funded Retail Theft Prevention/Apprehension program, which aims to reduce retail theft and apprehend subjects responsible for organized retail theft in the City of Deerfield Beach. The MOU stipulates that Broward County has authorized BSO to serve as the lead agency in administering the grant on behalf of Broward County.

The Retail Theft Prevention/Apprehension program's scope of work involves providing overtime to BSO personnel to increase surveillance in areas that are prone to the aforementioned crimes. Overtime will not exceed \$23,763.18. The remaining grant funds in the amount of \$819.42 will be set-aside for costs associated with the National Incident Based Reporting System (NIBRS).

The City's 2021 JAG award term expiration date has been extended from September 30, 2024 to September 30, 2025 by the U.S. Department of Justice to allow for sufficient time to complete the JAG project.

Recommendation

It is recommended that the City Commission authorize execution of the MOU between the City of Deerfield Beach and the Broward Sheriff's Office.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING AMONG THE BROWARD SHERIFF'S OFFICE AND THE PARTICIPATING AGENCIES FOR THE ADMINISTRATION OF THE 2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT BY THE BROWARD SHERIFF'S OFFICE; AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Justice ("DOJ"), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant ("JAG") Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence; and

WHEREAS, the 2021 JAG local government solicitation was released on June 8, 2021; and

WHEREAS, Broward County, along with 17 municipalities within the County, (collectively, the "Participating Agencies") were identified as disparate and eligible for JAG funding totaling \$544,330.0 and

WHEREAS, the City was allotted \$24,583.00 of the grant funds (the "Grant"), which the City wishes to use for the Retail Theft Prevention/Apprehension Program (the "Program"); and

WHEREAS, the Participating Agencies were required to enter into a Memorandum of Understanding ("MOU") providing for Broward County to serve as the lead agency and grant administrator of the funds received under the JAG Program; and

WHEREAS, on December 6, 2022, the City Commission adopted Resolution No. 2022/204 approving and authorizing the execution of both a Subrecipient Agreement and MOU related to the Grant and the Project; and

WHEREAS, the Subrecipient Agreement and MOU terms expired on September 30, 2023; however, the Broward Sheriff's Office ("BSO") received confirmation from the Department of Justice that the Grant term has been extended to September 30, 2025 to provide Broward County, the Broward Sheriff's Office and the Participating Agencies with additional time to complete the JAG Projects; and

WHEREAS, on or about July 28, 2023, Broward County entered into a subgrant award agreement with BSO, which authorizes BSO to serve as the lead agency in administering the grant on behalf of Broward County, through an Addendum to Subgrant Award Agreement dated May 15, 2024; and

WHEREAS, in order for BSO to administer the Grant, the parties must execute a MOU, attached as Exhibit “1”, which allows BSO to provide the required administrative services, facilitate the requirements of the Grant, continues to allocate the funds to each of the respective participating agencies, and extends the term to September 30, 2025; and

WHEREAS, pursuant to the MOU, BSO will also facilitate the City’s Project adhering to the Grant requirements and the procedures set forth in the MOU; and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize the execution of the MOU, attached 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 hereof.

Section 2. The City Commission hereby approves the MOU among BSO and the Participating Agencies, attached as Exhibit “1.”

Section 3. The City Commission hereby authorizes the Interim City Manager to execute the MOU, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT 1

**2021 EDWARD BYRNE JUSTICE ASSISTANCE
LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

Broward Sheriff’s Office (BSO)	City of Hollywood	City of Pembroke Pines
City of Coral Springs	City of Lauderdale Lakes	City of Plantation
City of Dania Beach	City of Lauderhill	City of Pompano Beach
Town of Davie	City of Miramar	City of Sunrise
City of Deerfield Beach	City of North Lauderdale	City of Tamarac
City of Fort Lauderdale	City of Oakland Park	
City of Hallandale Beach		

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, Broward County has been selected as through this MOU, to receive the grant funds, administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program; and

WHEREAS, Broward County has entered into a subgrant award agreement with BSO and subrecipients of the 2021 Edward Byrne Justice Assistance Grant. There are various terms and conditions BSO will be requiring the participating agencies to enter a Memorandum of Understanding agreement to properly allow BSO to take the lead in the administration of this grant; and

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2021 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **15PBJA-21-GG-01376-JAGX**).

Procedures

1. Broward County will serve as the grant administrator for the agencies in Broward County, Florida participating in the JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to BSO.
2. On or about July 28, 2023, Broward County has entered into a subgrant award agreement, with BSO which authorizes BSO to serve as the lead agency in administering the grant on behalf of Broward County, through its Addendum to Subgrant Award Agreement Between Broward County and the Sheriff of Broward County for Administration of the FY21 Edward Byrne Memorial Justice Assistance Grant, entered on May 15, 2024 and attached hereto and incorporated herein by reference as Exhibit A.
3. The BSO will enter into a Memorandum of Understanding with participating agencies to allow BSO to provide the administrative services required of Broward County and to facilitate compliance with the required conditions of the Grant
4. The BSO will monitor implementation, reporting, and payment requests from participating agencies. BSO shall confirm the accuracy of program activities and expenses. Upon review of participating agencies' payment requests, BSO shall forward approved reimbursement requests to Broward County for payment. Broward County will disperse the funds directly to participating agencies.
5. For participating agencies that currently contract with BSO for law enforcement services, the BSO shall pay the payroll expenses and seek reimbursement from the participating agency. The BSO shall invoice the CITY for the cost of the Services incurred and being provided to City pursuant to the Grant Award. The City shall pay the invoice within thirty (30) days of receipt of SHERIFF's invoice. Payment to SHERIFF is not contingent upon COUNTY reimbursement to CITY. BSO acknowledges that Grant funds may not, under any circumstances, be expended prior to October 1, 2020 or after September 30, 2025 ("Eligible Period) or if the Grant term is extended, through the extension date. BSO agrees it will not seek reimbursement of any costs or expenses other than those incurred during the Eligible Period. City shall have no obligation to reimburse BSO for any amounts for costs or expenses not incurred during the Eligible Period.

6. Each party has submitted its own application for their individual JAG Program to the BSO. The BSO Grants Management Office has worked, and will continue to work, in collaboration with Broward County to prepare the single application to include the Program Narrative and Budget Narrative, and Broward County shall submit the application to the Department of Justice.
7. Participating agencies must submit Quarterly Project Performance and Financial Reports to BSO within fifteen (15) days after the end of the reporting period. In addition, if the performance period is extended beyond the "original" project period, additional Project Performance and Financial Reports must be submitted.

The grant award to each party is as follows:

CITY	AWARD AMOUNT	LESS 10% FEE*	ACTUAL AWARD
Broward Sheriff's Office	\$26,798.00	\$ 2,679.80	\$24,118.20
City of Coral Springs	\$17,765.00	\$1,776.50	\$15,988.50
City of Dania Beach	\$17,684.00	\$1,768.40	\$15,915.60
Town of Davie	\$21,492.00	\$2,149.20	\$19,342.80
City of Deerfield Beach	\$27,314.00	\$2,731.40	\$24,582.60
City of Fort Lauderdale	\$86,405.00	\$8,640.50	\$77,764.50
City of Hallandale Beach	\$16,922.00	\$1,692.20	\$15,229.80
City of Hollywood	\$34,388.00	\$3,438.80	\$30,949.20
City of Lauderdale Lakes	\$25,655.00	\$2,565.50	\$23,089.50
City of Lauderhill	\$48,589.00	\$4,858.90	\$43,730.10
City of Miramar	\$28,702.00	\$2,870.20	\$25,831.80
City of North Lauderdale	\$19,234.00	\$1,923.40	\$17,310.60
City of Oakland Park	\$23,016.00	\$2,301.60	\$20,714.40
City of Pembroke Pines	\$26,934.00	\$2,693.40	\$24,240.60
City of Plantation	\$18,527.00	\$1,852.70	\$16,674.30
City of Pompano Beach	\$74,380.00	\$7,438.00	\$66,942.00
City of Sunrise	\$16,133.00	\$1,613.30	\$14,519.70
City of Tamarac	\$14,392.00	\$1,439.20	\$12,952.80
Total	\$544,330.00	\$54,433.00	\$489,897.00

*The Broward Sheriff's Office will retain this administrative fee approved by DOJ to cover its administrative costs in acting as the fiscal agent and supplying grant management services under this MOU.

Term and Termination

1. This MOU shall remain in effect from October 1, 2020 through September 30, 2025, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to each party.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of each party.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide BSO and/or Broward County within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2021 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ.

Records

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible

for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow BSO and/or Broward County access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO and/or Broward County, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO and/or Broward County. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide BSO and/or Broward County with any additional documentation, information, or reports as may be required by BSO and/or Broward County.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

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2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

BROWARD COUNTY SHERIFF'S OFFICE

By: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Date: _____

Approved as to form and legal sufficiency
subject to the execution by the parties:

By: _____
Terrence Lynch, General Counsel/Executive Director
Office of the General Counsel

2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF
UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s)
shown below.

CITY of _____

Authorized Representative

Date: _____

**Approved as to form and legal
sufficiency subject to execution
by the parties:**

By: _____
City Attorney

Date: _____



EXHIBIT A

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement ("Subgrant Award Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the Sheriff of Broward County, Florida, a constitutional officer of Broward County ("BSO"). County and BSO are individually referred to as a "Party" and collectively as the "Parties."

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A ("Grant").

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative referenced in Exhibit B.

C. BSO desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by BSO in accordance with the Grant and this Subgrant Award Agreement.

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

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, BSO represents that it has read the Grant (Exhibit A) and County's Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. BSO will implement the program(s) described in BSO's Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for BSO's performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to BSO under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. BSO shall invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. BSO must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. BSO may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. BSO represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by BSO to County (collectively, "Reporting Obligations"). BSO shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Federal Award Identification Number	15PBJA-21-GG-01376-JAGX
BSO's Unique Entity Identifier	JYJ2Y9MKA4V6
Federal Award Date to County	October 8, 2021
Grant Award amount to County	\$544,330.00
Subgrant Award Amount	\$26,798.00
Amount or percentage of Subgrant Award retained by County for administrative expenses	10%
Total amount of Grant Funds committed to BSO by County	\$24,118.20
Is any portion of the Grant federally funded? (if yes, BSO must comply with federal requirements in the Subgrant Award Terms)	☐ No ☒ Yes: Amount: \$544,330.00 Awarding Agency: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Insurance (only applicable if box is checked).	☐ If checked, BSO must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.
Is this award for research & development?	☒ No ☐ Yes

Assistance Listings number (the federal program that provided the Grant)	16.738 Edward Byrne Memorial Justice Assistance Grant Program
Subgrant period of performance start and end date ("Project Period")	October 1, 2020 – September 30, 2024
BSO's Invoicing Schedule	BSO must submit invoices for reimbursement no more than once per month and within fifteen (15) days after the end of the month when Services were performed. A final invoice must be submitted within thirty (30) days after the expiration or earlier termination of this Agreement.
BSO's address and contact information for Notices and payment	Norma McGraw Grants Manager Broward Sheriff's Office 2601 West Broward Blvd. Fort Lauderdale, Florida 33312 Email address: Norma_McGraw@sheriff.org <u>For Notices:</u> Colonel Oscar Llerena Department of Administration 2601 West Broward Boulevard Fort Lauderdale, FL 33312 <u>With copies to:</u> Terrence Lynch, General Counsel Office of the General Counsel Broward Sheriff's Office 2601 West Broward Blvd. Fort Lauderdale, Florida 33312
Performance Report requirements	30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award.
Additional/Subgrant Award Program Guidelines (if any)	DOJ Award Conditions attached as Exhibit A, including the applicable DOJ Financial Guidelines.
Grant Funds will be earmarked for the unincorporated areas of Broward County and combined with JAG contributions from contract cities within Broward County to provide sufficient financial support for the continuation of one (1) Crime Analyst position.	
The term "Subrecipient" in the Subgrant Award Terms is replaced with "BSO."	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on December 7, 2021 and October 25, 2022, and BSO, signing by and through Colonel Oscar Llerena, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: Kim Campbell
for Monica Cepero

28 day of July, 2023



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: De'Anne A. Jackson 4/3/23
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
FY21 JAG Subgrant Agreement
File #: 616739_v3
03/22/2023

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

BSO

DocuSigned by:
By: Colonel Oscar Llerena
BFC4A5F17055440...
Colonel Oscar Llerena

30th day of March, 2023

DS
ksm
proved as to form & legal sufficiency
subject to the execution by the parties:

DocuSigned by:
By: Terrence Lynch 3/30/2023 | 15:50 PM EDT
84C9E594DDEB4B3...
Terrence Lynch (Date)
General Counsel/Executive Director
Office of the General Counsel

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Active Funded Award

✓ Award Letter

October 8, 2021

Dear Bertha Henry,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BROWARD, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$544,330.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

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(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

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Active Funded Award

- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

BROWARD, COUNTY OF

DUNS Number

066938358

Street 1

115 S ANDREWS AVE RM 409

Street 2

—

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Active Funded Award

City
FORT LAUDERDALE**State/U.S. Territory**
Florida**Zip/Postal Code**
33301**Country**
United States**County/Parish**
_____**Province**
_____ **Award Details****Federal Award Date**
10/8/21**Award Type**
Initial**Award Number**
15PBJA-21-GG-01376-JAGX**Supplement Number**
00**Federal Award Amount**
\$544,330.00**Funding Instrument Type**
Grant**Assistance Listing Number Assistance Listings Program Title**

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Project Informationhttps://justgrants.usdoj.gov/prweb/PRAuth/app/JGITS_/3yZ6Bxxi_lpDExTOT4XnAjzjAXmVNevW*//TABTHREAD3?pyActivity=PrintWork&Prompt=fal... 4/25

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This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title	Awarding Agency
2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	OJP
	Program Office
	BJA
Application Number	
GRANT13428997	

Grant Manager Name	Phone Number
Tamaro White	202-598-7548
E-mail Address	
Tamaro.White@ojp.usdoj.gov	

Project Title

2020 BROWARD COUNTY'S EDWARD BYRNE JAG PROJECT

Performance Period Start Date	Performance Period End Date
10/01/2020	09/30/2024
Budget Period Start Date	Budget Period End Date
10/01/2020	09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology

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Active Funded Award

improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

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Active Funded Award



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of

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Active Funded Award

such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OWW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

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Active Funded Award

may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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Active Funded Award



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

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Active Funded Award

 12**Requirement for data on performance and effectiveness under the award**

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

 13**Requirements related to "de minimis" indirect cost rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

 14**Determination of suitability to interact with participating minors**

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

 15**Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that

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currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

 16**Compliance with DOJ Grants Financial Guide**

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

 17**Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

 18**Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

 19**Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures,

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including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

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The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-

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project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the

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recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33**Required monitoring of subawards**

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34**Use of program income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35**Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36**Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

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Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

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Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

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The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the

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activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's

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Active Funded Award

responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

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Active Funded Award

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of

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Active Funded Award

criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

Authorized Representative

☒ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
County Administrator

Name of Authorized Entity Official
Bertha Henry

Signed Date And Time
10/29/2021 11:14 AM

EXHIBIT B
Program Narrative

Please refer to BSO's FY21 JAG Program Narrative that was submitted to the Awarding Agency in response to the solicitation for this Grant, which is available in the Awarding Agency's JustGrants System.

EXHIBIT C**Subgrant Program Budget****BJA FY 21 Edward Byrne Memorial Justice Assistance Grant Program**
Federal award identification number – **15PBJA-21-GG-01376-JAGX**

Category	Budget
Personnel	\$16,000
Fringe Benefits	\$7,314.26
Travel	\$0
Equipment	\$0
Supplies	\$0
Construction	\$0
Subawards	\$0
Procurement Contracts	\$0
Other	\$803.94
Indirect Cost	\$0
Total Project Cost	\$24,118.20

**ADDENDUM TO SUBGRANT AWARD AGREEMENT BETWEEN BROWARD COUNTY AND THE
SHERIFF OF BROWARD COUNTY FOR ADMINISTRATION OF THE FY21 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT**

This Addendum ("Addendum") to the Subgrant Award Agreement for FY21 Edward Byrne Memorial Justice Assistance Grant ("Subgrant Award Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the Sheriff of Broward County, a constitutional officer of Broward County ("BSO") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County received the FY21 Edward Byrne Memorial Justice Assistance Grant, Award Number 15PBJA-21-GG-01376-JAGX ("Grant"), from the Department of Justice ("Awarding Agency"). Pursuant to a separate agreement between County and 17 municipalities, County agreed to serve as the nonfederal pass-through entity and to distribute the Grant Funds in accordance with individual subgrant award agreements between County and each such entity.

B. As a nonfederal pass-through entity, County is permitted to retain up to ten percent (10%) of the Grant Funds (as that term is defined in the Subgrant Award Agreement) distributed to each municipality for administrative services that are provided.

C. BSO has experience in administering federal grant programs and the ability to perform the administrative functions required of County under the Grant.

D. To facilitate compliance with the required conditions of the Grant, County desires to engage the services of BSO to provide administrative services required of the nonfederal pass-through entity as detailed herein, with BSO to receive certain administrative fees from the Grant Funds as stated herein and as permitted by the Grant.

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

ARTICLE 1. SCOPE OF SERVICES

BSO shall perform the necessary services of a nonfederal pass-through entity relating to administration of the Grant in accordance with applicable rules, regulations, and guidelines, including, but not limited to, terms and conditions of the Grant, the Office of Justice Programs Financial Guide, OMB Circular A-102 (the "Common Rule"), and OMB Uniform Grant Guidance (2 C.F.R. § 200) (collectively, "Applicable Requirements"), and as further detailed in Exhibit A hereto (collectively, "Services"), unless otherwise expressly stated herein. The term "Services" is deemed to include all preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the work described that exclusion would render performance by BSO impractical, illogical, or unconscionable. Nothing in this

Addendum shall be construed to mean that BSO will monitor BSO's own compliance with the Grant.

ARTICLE 2. TERM

This Addendum begins on the date it is fully executed by the Parties, and ends on September 30, 2024 ("Term"). If the Grant performance and/or reporting period is extended by the Awarding Agency, the Term of this Addendum shall automatically extend to include such extended period unless the Parties otherwise expressly agree in writing. The continuation of this Addendum beyond the end of any County fiscal year is subject to the appropriation and availability of necessary funding from the Grant.

ARTICLE 3. COMPENSATION AND METHOD OF BILLING AND REIMBURSEMENT

3.1. Compensation. As full and complete consideration for the Services required to be provided under this Addendum, BSO shall be entitled to receive an amount equal to the maximum administrative fee permitted to be retained under the Grant, which is ten percent (10%) of the Grant Funds actually received ("Administrative Fee"), and is calculated as of the Effective Date of this Addendum to be **\$54,433.00**. If the amount of Grant Funds actually paid by the Awarding Agency increases or decreases during the Term of this Addendum, the Administrative Fee amount shall automatically adjust in an equal portion so that the total Administrative Fee equals ten percent (10%) of the Grant Funds actually received.

3.2. Maximum Amount. BSO acknowledges that the amounts set forth in this Addendum are the maximum amounts payable and constitute a limitation upon County's obligation to compensate BSO for work under this Addendum. These maximum amounts, however, do not constitute a limitation of any sort upon BSO's obligation to perform all Services. BSO acknowledges and understands that County's obligation to pay BSO under this Addendum for any Services provided is subject to the availability of the Grant Funds.

3.3. Method of Payment. Payment of the Administrative Fee shall occur as set forth in the Scope of Services, unless otherwise agreed in writing by the County Administrator and BSO. All expenditures and cost accounting shall conform to the Applicable Requirements.

ARTICLE 4. MISCELLANEOUS

4.1. Capitalized Terms. Except as expressly defined in this Addendum, all capitalized terms in this Addendum shall have the same meaning ascribed to them in the Subgrant Award Agreement and Subgrant Award Terms incorporated therein.

4.2. Warranty of Performance. BSO represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services in accordance with the Applicable Requirements, and that each person that will provide Services in accordance with this Addendum is duly qualified to perform the Services and is sufficiently experienced and skilled in the area(s) for which such person will render such services. BSO

acknowledges that County is materially relying on the representations and warranties of BSO stated herein.

4.3. Hold Harmless. BSO shall ensure that the Services are performed in full compliance with all Applicable Requirements, and shall hold County harmless if and to the extent any Applicable Requirement is not met due to an action or omission by BSO in its performance of Services under this Addendum.

4.4. Termination. This Addendum may be terminated by written agreement of the Parties, or by either Party upon at least 90 days' prior written notice to the other Party. If terminated, the obligations of this Addendum shall continue to bind the Parties with respect to Grant Funds that were disbursed or received prior to the effective date of termination.

4.5. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by County or BSO nor shall anything included herein be construed as consent by County or BSO to be sued by third parties in any matter arising out of this Addendum.

4.6. Third-Party Beneficiaries. Neither County nor BSO intend to primarily or directly benefit a third party by this Addendum. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Addendum and that no third party shall be entitled to assert a right or claim against either of them based upon this Addendum.

4.7. Assignment. Neither this Addendum nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party.

4.8. Priority of Provisions. In the event of any conflict or ambiguity between this Addendum and the Subgrant Award Agreement, the Parties agree that this Addendum shall control. The Subgrant Award Agreement, including as amended herein by this Addendum, incorporates, and includes all agreements and understandings applicable to the matters contained herein, and the Parties agree that there are no agreements or understandings concerning the subject matter hereof that are not contained in the Subgrant Award Agreement, including as amended in this Addendum. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.9. 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 Addendum and by duly authorized representatives of County and BSO.

4.10. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached exhibit is incorporated into and made a part of this Addendum.

4.11. Counterparts and Multiple Originals. This Addendum 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 7th day of December, 2021, and the Sheriff of Broward County, Florida, signing by and through Colonel Oscar Llerena, duly authorized to execute same.

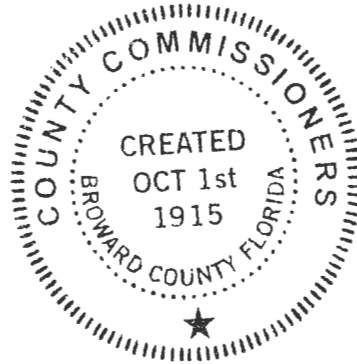
BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: [Signature]
County Administrator

15th day of May, 2024

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 Claudia Capdesuner Digitally signed by Claudia Capdesuner
Date: 2024.05.06 10:24:09 -04'00'
Claudia Capdesuner (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2024.05.06 10:24:29 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

CC/sr
FY 21 JAG Grant Admin
01/26/2024
#1054486v6

**ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SHERIFF OF BROWARD
COUNTY FOR ADMINISTRATION OF THE FY21 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT**

BSO

DocuSigned by:
Colonel Oscar Llerena
By: BFC4A5F17055440...
Colonel Oscar Llerena

Title: Executive Director

14th day of March, 2024

DS
LSM
... approved as to form & legal sufficiency
subject to the execution by the parties

DocuSigned by:
By: Terrence Lynch
84.C9E594DDEB4B3...
Terrence Lynch, General Counsel
Broward Sheriff's Office

EXHIBIT A

Scope of Services

A. BSO's responsibilities. BSO shall monitor the implementation with respect to the Grant by the following entities (each a "Municipality" or collectively, the "Municipalities") in accordance with this Addendum:

City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	City of Tamarac
City of Hallandale Beach	City of Oakland Park	

B. Reporting. BSO shall monitor and ensure proper reporting by each Municipality in compliance with the Grant and the Applicable Requirements. If any Municipality fails to comply with any of the reporting requirements, BSO shall promptly notify the Contract Administrator in writing for appropriate action. In addition, BSO shall provide written status reports to County at least quarterly and at such additional intervals as may be requested by County, in form and content as agreed upon by the Parties, regarding the actual monitoring activities undertaken by BSO pursuant to this Addendum.

C. Municipality Payment Requests. BSO shall receive and review invoices from each Municipality once per month, but only after the activities for which the invoices are submitted have been completed. BSO shall ensure such invoices are in accordance with the terms of the County's subgrant award agreement for the Grant with that entity. Unless another procedure is approved in advance in writing by the County Administrator or the Contract Administrator, upon receipt of a request for reimbursement/payment from the Grant ("Payment Request"), BSO will approve or reject the Payment Request within fifteen (15) days after receipt. If BSO approves the Payment Request, BSO shall transmit the Payment Request to County for review and payment within thirty (30) days from receipt of the Payment Request, along with any appropriate supporting documents. County shall make payment directly to the applicable Municipality, with a proof of payment sent by County to BSO. If BSO rejects a Payment Request for any reason, BSO shall inform the Municipality of the reason for the rejection (with a copy to the Contract Administrator) and allow the Municipality to correct the defect within a stated timeframe (e.g., ten (10) days) and resubmit.

BSO shall not approve any Payment Request that does not conform to the Grant and the Applicable Requirements. BSO shall ensure that all Payment Requests approved by BSO and submitted for payment by County are in full compliance with the terms and requirements of the Grant and the Applicable Requirements and that use of Grant Funds for the particular expenditure(s) is permissible under the Grant.

County may at any time conduct additional reviews of any Payment Request and shall have the right to require that BSO provide any additional information that County reasonably determines is necessary to confirm the item is proper for payment; if County conducts such review or requests such additional documents, BSO shall fully cooperate. Any additional review by County shall not diminish or modify the obligations of BSO under this Addendum. Notwithstanding the foregoing, County will at all times be the sole and ultimate arbitrator and decision maker regarding whether Payment Requests are proper pursuant to the Grant.

This Addendum should not be interpreted as relieving, assigning, or delegating County's duties under the Grant's terms and conditions and/or County's responsibilities as the lead agency for the Grant in Broward County's disparate jurisdiction.

D. Administrative Fee. BSO will receive the full Administrative Fee at the inception of the grant. Should BSO not spend the full amount of the administrative fee within any given fiscal year, BSO will return the unspent amount to County within (30) days after the end of each fiscal year. BSO will receive the prior year unspent amount at the beginning of the subsequent fiscal year. Within (30) days after the end of each fiscal year, BSO will submit invoices documenting how BSO spent the administrative fee. Should this agreement be terminated in accordance with the provisions of this addendum, BSO will return the prorated portion of the Administrative Fee to County within thirty (30) days.

E. System for Award Management (SAM). The Parties shall mutually cooperate and collaborate to maintain current information in SAM until all financial reports required under the Grant have been submitted, the final reimbursement to the Municipality is made, and all accounting has completed.

F. Personnel Changes. Each Party shall promptly notify the other Party in writing of any change in the Party's primary contact information (e.g., contact person, mailing address, phone number, email, or title change) for notices and communications under this Addendum. The Parties shall cooperate to update such information with the Awarding Agency through the JustGrants website and/or GAM, if applicable or necessary.

G. Conferences and Inspection of Work. Conferences may be held at the request of any Party to this Addendum. At any time, a representative of County and/or BSO, the DOJ, or the County Auditor, has the right to visit any Municipality's project site to monitor, inspect, and assess activities performed under the respective Municipality's subgrant award agreement with the County.

H. Fiscal Control and Fund Accounting Procedures. BSO shall monitor the performance of each Municipality to the extent necessary to ensure compliance with the Grant and the Applicable Requirements relative to their fiscal controls and fund accounting procedures, including to ensure compliance with the following:

1. All Municipalities must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, Competition. All Municipalities are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. All Municipalities must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of Grant Funds. An adequate accounting system for a Municipality must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs.
2. All Grant Funds spent on any Municipality's approved project will be disbursed according to provisions of the project budget as approved in the Grant's terms and conditions.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-544

Agenda Date: 10/15/2024

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 Butler House Funding Agreement with the Deerfield Beach Historical Society, Inc. in the amount of \$200,000.00 for rehabilitation of the Butler House; ratifying execution of the funding agreement; providing for implementation and an effective date. (*Funds from Account #001-1702-569-8094 - Other Community Contributions*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$200,000

Account Name: Other Community Contribution

Account Number: 001-1702-569-8094

Background/History

The Butler House is located within the City of Deerfield Beach and was bequeathed to the Deerfield Beach Historical Society ('Society'). The Society has been seeking funding for the rehabilitation of the Historical Butler House. The scope of work will entail repair/replacement of the roof, plumbing and electrical upgrades, HVAC upgrades, interior finishes including crack repairs and floor tile repair/replacement.

In FY 24, the City appropriated funding to assist the Society in the rehabilitation of the Butler House. This funding will be leveraged with contributions from the Historical Society and State grants to complete the project. The Society has been awarded a Special Category Grant from the Florida Department of State, Division of Historical Resources for Phase 1 and II of the Butler House Rehabilitation Project.

Current Activity

In September 2024, the City executed a funding agreement with the Historical Society for the Butler House Rehabilitation Project in the amount of \$200,000, slightly below the amount appropriated in the City's FY24 Adopted Budget. The execution allowed for encumbrance of the appropriated funding in FY24 and implementation of the Butler House Rehabilitation project. The work will be conducted in two phases as outlined below.

Phase I

- Roof repair/replacement
- Plumbing upgrades

- Electrical upgrades
- HVAC upgrades
- Interior finishes including crack repair, and floor tile repair/replacement.

Phase II

- Window repair/screening
- Shutter repair/replacement
- Security/exterior lighting
- Signage

Grant funds will also be used for permitting, architectural/engineering services, and grant administration. All tasks associated with the project shall meet the requirements outlined in the agreement.

The agreement term became effective upon full execution on September 24, 2024, and expires on September 30, 2025. Project expenses will be covered retroactive to January 1, 2024. The Society shall submit reporting and project deliverables to the City in accordance with the agreement.

Recommendation

It is recommended that the City Commission approve the ratification of the Funding Agreement between the Historical Society and the City of Deerfield Beach in an amount not to exceed \$200,000 for the Butler House Rehabilitation Project.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUTLER HOUSE FUNDING AGREEMENT WITH THE DEERFIELD BEACH HISTORICAL SOCIETY, INC. IN THE AMOUNT OF \$200,000.00 FOR REHABILITATION OF THE BUTLER HOUSE; RATIFYING EXECUTION OF THE FUNDING AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Historical Society, Inc. (the “Society”), has undertaken certain rehabilitation efforts for the Butler House (the “Project”), and obtained a Special Category Grant from the Florida Department of State, Division of Historical Resources (the “Division”) for Phase I of the Project; and

WHEREAS, the Society has been approved for further grant funding from the Division contingent upon completion of Phase I, and the Society has requested assistance from the City to provide additional funding for the Project in the amount of \$200,000.00; and

WHEREAS, the Project entails repairs/replacements of the roof, plumbing and electrical upgrades, HVAC updates, interior finishes including crack repairs and floor tile repair/replacement; and

WHEREAS, the City appropriated funding in Fiscal Year 2024 to be used by the Society for the rehabilitation Project; and

WHEREAS, in order to effectuate the funding to the Society, it is necessary to enter into a Funding Agreement to establish the terms and conditions for the funding assistance; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and ratify execution of the Funding Agreement with the Society, attached as Exhibit “1” (the “Funding Agreement”)

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

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

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

Section 3. The City Commission hereby ratifies the City Manager’s execution of the Funding Agreement, attached as Exhibit “1.”

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BUTLER HOUSE FUNDING AGREEMENT
BETWEEN
CITY OF DEERFIELD BEACH
AND
DEERFIELD BEACH HISTORICAL SOCIETY, INC.

THIS AGREEMENT (the "Agreement") is made and entered into on this _____ day of 9/24/2024, 2024, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City"), and the Deerfield Beach Historical Society, Inc., a Florida Not for Profit corporation authorized to do business in the State of Florida (the "Society").

WITNESSETH

WHEREAS, the Bulter House is located within the City of Deerfield Beach and was bequeathed to the Society; and

WHEREAS, the Society has undertaken certain rehabilitation efforts for the Bulter House (the "Project"), and obtained a Special Category Grant from the Florida Department of State, Division of Historical Resources (the "Division") for Phase 1 in the amount of \$97,500.00; and

WHEREAS, the Project entails repairs/replacement of the roof, plumbing and electrical upgrades, HVAC upgrades, interior finishes including crack repairs and floor tile repair/replacement; and

WHEREAS, the Society has advised it has been approved for further grant funding from the State, contingent upon completion of Phase 1 and has requested the assistance of the City to provide additional funding for the Project in the amount of \$200,000.00; and

WHEREAS, the City has appropriated the sum of \$200,000.00 to be used by the Society for the rehabilitation of the Butler House; and

WHEREAS, it is in the best interest of the City to enter into this Agreement with the Society to provide funding to assist the Society with the Project in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

1. **Recitations.** The above recitations are true and accurate and are hereby made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is to provide financial assistance to the Society for completion of both Phase 1 and Phase 2 of the Project, to state the terms and conditions upon which the City's funds will be provided, and to set forth the manner for which the funds will be expended pursuant to the Scope of the Project. The Society acknowledges and agrees that the City's financial assistance for Phase 2 will be contingent upon the Society executing an agreement with the Division for the receipt of grant funding for Phase 2.

3. **Term.** This Agreement shall be effective commencing from the date of execution of this Agreement and continuing until September 30, 2025, unless terminated earlier as provided in this Agreement (the "Term").

4. **Scope of Project.** The parties acknowledge that Society has implemented the rehabilitation repairs, replacements and upgrades for the Butler House since October 1, 2023. The actual Scope of the Project shall be done in two phases as more specifically set forth in the attached Exhibit "A". In addition to any state grant funding requirements, Society shall complete the Project in accordance with the Task descriptions set forth in Exhibit "A".

5. **City's Funding.** Society hereby agrees that the City's funds in an amount not to exceed \$200,000 to be provided to the Society under the terms of this Agreement (the "Funding Assistance") are being utilized to cover the Project expenses that are incurred by the Society from January 1, 2024 through September 30, 2025. All Funding Assistance is on a reimbursable basis for completion of work during each Phase and shall be reimbursed in accordance with the breakdown set forth in the Budget, attached as Exhibit "B". The City's Financial Assistance for Phase 2 is contingent upon the Society executing a grant funding agreement with the Division and receiving said grant funds from the Division for Phase 2.

It is hereby acknowledged and agreed to by Society that the Society is solely liable to its contractors and/or subcontractors for any payments for the work to be performed for the Project and the City is not a party to said contracts nor is the City liable in any manner for any of the Society's contractual obligations.

6. **Reporting Requirements.**

a. **Progress Reports.** Society shall submit an initial Project status progress report at the time of execution of this Agreement, which will advise the City of each rehabilitation repair, replacement, and upgrade for the Project detailing the items progress status and completion date. Thereafter, Society shall provide City with quarterly Project status reports. Reimbursement will be contingent upon City receiving the status reports. The quarterly progress report shall be in a form approved by the City and is due within 15 days of the reporting periods (October to December; January to March; and April to June), but no later than January 15th, April 15th and July 15th, respectively. The progress report shall include a project status update, percentage of work completed, and the total amount of Project expenditures incurred to date.

b. **Financial Reports.** For purposes of reimbursement of project expenses for the items listed in Exhibit “B”, Society shall be required to submit monthly reimbursement requests. It is acknowledged that a portion of Phase 1 work may be completed at the time this Agreement is executed. For those items completed prior to execution of the Agreement, the City must have the status report set forth in subsection a. above, along with the required documentation substantiating Society’s proof of payment, the applicable contracts for said work, invoices, receipts, cancelled checks, bank statements, etc. For those items still in progress, reimbursement shall be requested on a monthly basis submitted on the financial reporting form provided by the City. Submittal for reimbursement of project expenses shall include providing the City with proof of payment, invoices, receipts, bank statements and/or cancelled checks, and the associated contract for the project expenses. It is understood, if the work has been completed, Society shall also provide the City with the copies of the permits, inspections, and photographic documentation

c. **Site Visits.** Site visits may be conducted by the City’s Department of Community Services.

d. **Exit Report.** An Exit Report shall be submitted at the Project Closeout stage for each Phase. The following deliverables shall be submitted:

Deliverable	Documentation
Construction/Rehabilitation Contracting	Signed Contract & Credential of contractors
Proof of Permitting	Copy of permit issued by building department.
Proof of Inspection	Certificate of Completion issued
Photographic Documentation	Photos of completed project

The Exit Report shall be in a form approved by the City and is due within 15 days of completion of Phase 1 and by September 30, 2025 for Phase 2. The report shall include project accomplishments and demonstrate that the City’s funds were used for their intended purposes. The report must include documentation of all expenditures incurred such as paid invoices, receipts, cancelled checks, payroll detail, bank statements, and any other documentation substantiating the expenditures.

7. **Retention of Records.**

a. During the Term of this Agreement and for three (3) years following the Agreement’s expiration, the Society and its contractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the Society and its contractors 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, the Society or its contractors, as applicable, shall make same available at not cost to the City in written form.

b. **Public Records.** The Society shall:

1. Keep and maintain public records required by the CITY to perform the Scope of Services.
2. Upon request by the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Society does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Society or keep and maintain public records required by the City to perform the Scope of Services. If the Society transfers all public records to the City upon completion of the Agreement, the Society shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Society keeps and maintains public records upon completion of the Agreement, the Society shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of records, in a format that is compatible with the information technology systems of the City. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Society or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. Society shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

IF THE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

8. **Termination.** The City shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven (7) calendar days' written notice to Society. In the event that City gives notice of termination pursuant to this Agreement, Society shall, upon receipt of said notice, immediately cease all activities that may cause additional City funds to be spent. If the City terminates this Agreement due to Society's breach of the Agreement, Society shall be required to repay all Funding Assistance provided back to the City.

9. **Insurance.** Society shall carry and keep in force, at all times during the Term, an insurance policy affording general liability insurance with combined personal injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence. Said insurance policy shall list the City as an additional insured and shall be issued by companies licensed to do business in the State of Florida.

Society shall provide the City with copies of the Certificate of Insurance showing the required coverage to be in effect with endorsements showing the City to be an additional insured at the time of execution of this Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, 30 days advance notice shall be given to the City or as provided in accordance with Florida Law.

10. **Scrutinized Companies.** Society certifies that its contractors and contractors' subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Society's contractors or subcontractors are found to have submitted a false certification; or if the Society's contractors or their subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during their term of this Agreement.

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

11. **Indemnification.** Society shall indemnify, defend, and hold harmless the City, and its officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, and costs and expenses (including reasonable attorney's fees), and causes of action of any kind of nature whatsoever in connection with or arising from the acts, omissions or negligence of the Society, or the Society's officers,

agents, employees, contractors or other persons employed or utilized by Society. Nothing contained in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. This Paragraph shall survive the expiration or termination of this Agreement.

12. **Notices.** Any notices or documents provided for this Agreement shall be in writing to the individuals and addresses set forth below:

AS TO CITY: City Manager
 150 NE 2nd Avenue
 Deerfield Beach, Florida 33441

WITH A COPY TO: Anthony C. Soroka, City Attorney
 Weiss Serota Helfman Cole & Bierman, P.L.
 2255 Glades Road, Suite 200-E
 Boca Raton, Florida 33431

AS TO SOCIETY: Kim Cardone, President
 Deerfield Beach Historical Society
 380 East Hillsboro Boulevard
 Deerfield Beach, Florida 33441

13. **Assignment.** This Agreement is not assignable.

14. **Compliance with Law.** Society shall comply with all terms and conditions of this Agreement and the applicable Division of Historical Resources Grant Agreements, and all federal, state, and local laws and regulations applicable to the Project. Execution of this Agreement constitutes a certification that the Society is in compliance with all applicable requirements imposed by applicable federal, state, and local laws and regulations.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Broward County, Florida. In the event of any litigation arising out of this Agreement, each party hereby waives its to trial by jury.

16. **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

17. **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution of the Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

18. **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

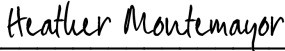
19. **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

20. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Agreement be construed liberally to achieve its intent.

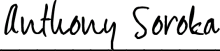
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

DocuSigned by:

5E72EBB3A1E04DD...
Heather Montemayor, City Clerk

Approved as to Form & Legal
Sufficiency for the use of and
Reliance by the City of Deerfield
Beach, Florida, only:

Signed by:

5CAA0437D59A4C2...
Anthony C. Soroka, City Attorney

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

DocuSigned by:
By: 
6E00D88DCB45419...
David Santucci, City Manager

Date: 9/24/2024

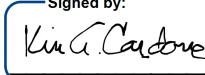
BUTLER HOUSE FUNDING AGREEMENT

SOCIETY

DEERFIELD BEACH HISTORICAL
SOCIETY

ATTEST::

Corporate Secretary

Signed by:
By: _____
Signature

Print Name: Kim Cardone

Title: President

Date: 9/24/2024

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EXHIBIT "A" **SCOPE OF PROJECT**

Project Overview:

The intent of the project is to use funding provided to rehabilitate the Deerfield Beach Historic Butler House in Deerfield Beach, FL. The work will be conducted in two (2) phases to include the following:

Phase I

- Roof repair/replacement
- Plumbing upgrades
- Electrical upgrades
- HVAC upgrades
- Interior finishes; including crack repair, floor tile repair/replacement.

Phase II

- Window repair/screening
- Shutter repair/replacement
- Security/exterior lighting
- Signage

Grant funds will also be used for permitting, architectural/engineering services and grant administration. All tasks associated with the project shall meet the requirements set forth in this agreement.

Project Location: [380 E Hillsboro Blvd, Deerfield Beach, FL 33441](#)

Tasks:

- A) The Recipient shall be responsible for ensuring the selected contractor furnish or contract all labor, materials, equipment, tools, transportation and supervision and for performing all work outlines above. During the course of this agreement, the Recipient shall submit request for reimbursement. Adequate and complete source documentation shall be submitted to support all costs related to the project.
- B) The Recipient shall submit to the Community Services Department requests for reimbursement of actual costs incurred for the project as identified in the project scope of work. Request for Reimbursement (RFR) can be submitted on a monthly basis and shall include:
 - a. Contractor vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
 - b. Proof of payment
 - c. Clear identification of amount of costs being requested for reimbursement

EXHIBIT “A” CONTINUED

Deliverables:

The deliverables outlined in the table below must be submitted at project closeout.

Deliverable	Documentation
Construction/Rehabilitation Contracting	Signed Contract & Credential of contractors
Proof of Permitting	Copy of permit issued by building department.
Proof of Inspection	Certificate of Completion issued
Photographic Documentation	Photos of completed project

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EXHIBIT “B” BUDGET/FUNDING ASSISTANCE

Funding Allocation by City: \$200,000
Budget Submitted by Historical Society: \$200,000

Budget:

Cost reimbursement: The City will reimburse the Recipient for allowable and reasonable costs incurred in the performance of services outlined in the “Budget Chart” below.

Phase 1

Description	City Funding	State Funding	Total
Roofing Replacement	\$47,613	\$68,000	\$115,613
Electrical Upgrades	\$10,250	\$10,00	\$20,250
Small Plumbing Upgrades	\$2,500	\$0	\$2,500
HAV Upgrades	\$0	\$18,500	\$18,500
Interior Rehabilitation-Crack Repair, Floor Tile Removal	\$12,500	\$0	\$12,500
Permitting	\$0	\$1,000	\$1,000
Project Administration	\$1,500	\$0	\$1,500
Construction Managing Services			
Architectural & Structural Services (50% Retainer, SHPO fees)	\$35,035		\$35,035
Subtotal- Phase 1	\$109,398	\$97,500	\$206,898.00

Phase 2

This phase of the agreement is subject to the Historical Society receiving \$99,487 from the State of Florida, Department of State, Division of Historical Resources program and is contingent upon providing the City documented proof of award.

Description	City Funding	State Grant Funds	Totals
Window Repair/Screening	\$34,124	\$89,976	\$124,100
Shutter Repair/Replacement	\$25,664	\$6,511	\$32,175
Security/Exterior Lighting	\$5,849	\$0	\$5,849
Permitting	\$500	\$3,000	\$3,500
Signage	\$500	\$0	\$500
Project Administration	\$3,000	\$0	\$3,000
Construction Managing Services	\$0	\$0	\$0
Architectural & Structural Services (Remaining)	\$20,965	\$0	\$20,965
Subtotal – Phase 2	\$90,602	\$99,487	\$190,089



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-453

Agenda Date: 10/15/2024

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, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2024 through September 30, 2027; authorizing the Interim City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and ratifies the tentatively agreed-upon Collective Bargaining Agreement ("Agreement") between the City of Deerfield Beach (the "City") and the International Union of Painters and Allied Trades (the "Union"). This Agreement is for a three year term, effective October 1, 2024 through September 30, 2027.

Current Activity

On October 10th, the Union will conduct a ratification vote and ratify the Agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for the successor agreement shall be deemed concluded, subject to the reopened provisions therein.

See also the enclosed Memo from Human Resources.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE LOCAL 1010 / DISTRICT COUNCIL 78 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO IN EFFECT FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and the International Union of Painters and Allied Trades (“IUPAT”) (collectively, the “Parties”) desire to ratify a Collective Bargaining Agreement effective October 1, 2024 through September 30, 2027 (the “CBA”), which sets forth the terms and conditions of employment for the bargaining unit comprising the City’s rank and file employees; and

WHEREAS, the Parties requested that negotiations commence for a successor Collective Bargaining Agreement; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, the City desires to ratify the tentative CBA, as set forth in the attached Exhibit “A,” which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted on October 10, 2024, the bargaining unit represented by IUPAT ratified the CBA; and

WHEREAS, the attached CBA must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

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 CBA, attached as Exhibit “A.”

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Horace McHugh, Interim City Manager

FROM: Jacqui Lindsay, Director of Human Resources and Risk Management

DATE: October 4, 2024

RE: Collective Bargaining Agreement – International Union of Painters and Allied Trades (Tentative 2024 – 2027 Successor Agreement)

RECOMMENDATION

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the tentatively agreed-upon Collective Bargaining Agreement (“Agreement”) between the City of Deerfield Beach (“the City”) and the International Union of Painters and Allied Trades (“Union”), effective October 1, 2024 through September 30, 2027.

On October 10, 2024, the Union will vote on ratification of the tentative agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded.

The following items of significance have been summarized for the Commission’s convenience.

AGREEMENT HIGHLIGHTS AND SUMMARY

The agreement is for a three (3) year term, effective October 1, 2024 through September 30, 2027.

- **Wages**
 - Employees will generally receive between a 0% - 3% merit increase each year for their work performance as demonstrated on the annual performance evaluation form with corresponding overall performance rating score.
 - Effective October 1, 2024, bargaining unit employees will receive a four percent (4%) cost of living adjustment (“COLA”) to their respective base hourly rates. There will be a three percent (3%) adjustment to the minimum through maximum pay ranges for the classifications in the City’s pay plan.
 - Effective October 1, 2025, bargaining unit employees will receive a four percent (4%) cost of living adjustment (“COLA”) to their respective base

- hourly rates. There will be a two percent (2%) adjustment to the minimum through maximum pay ranges for the classifications in the City's pay plan.
 - Effective October 1, 2026, bargaining unit employees will receive a four percent (4%) cost of living adjustment ("COLA") to their respective base hourly rates. There will be a two percent (2%) adjustment to the minimum through maximum pay ranges for the classifications in the City's pay plan.
 - To aligned with industry standards, in early 2027, the City will engage in a pay plan study and have information available prior to labor negotiations for the successor agreement.
- **Insurance**
 - For 2025 – Medical, Dental and Vision will remain the same with three (3) plan options (Silver, Gold, Platinum), using the percentage-based cost sharing split as outlined in Article 23. There is an approximate 6.2% increase in the medical plan cost.
 - In 2026 and 2027 – The City will offer two (2) plan options (Silver and Gold), using the percentage-based cost sharing split outlined in Article 23. Dental and Vision cost will be updated each year to address and cost change based on provider negotiated information.
 - **Performance Evaluations**
 - New changes to the performance management program which includes the use of an employee self-assessment step within the process.
 - New performance evaluation forms were created and a new rating/scoring criterion was created in association with the new process.
 - Topped out employees will receive a one-time payment associated with their corresponding overall performance rating score.

EXHIBIT A



2024 - 2027
Collective Bargaining Agreement
between
Local 1010 / District Council 78
of the
International Union of Painters and Allied Trades
[IUPAT]
and the
City of Deerfield Beach [City]

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Medical Insurance	Error! Bookmark not defined.
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–2024 – 2027
Collective Bargaining Agreement
between
Local 1010 / District Council 78
of the
International Union of Painters and Allied Trades [IUPAT]
and the
City of Deerfield Beach [City]

Article 1 - Preamble

Section 1 - Preamble

This Agreement is made and entered into by the **Local 1010 / District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO**, hereinafter referred to as “IUPAT”, and the **City of Deerfield Beach, Florida**, hereinafter referred to as “City”. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 - Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, IUPAT and City agree as follows:

Article 2 - Recognition

Section 1 - Recognition

City recognizes IUPAT as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries, health, safety and other conditions of employment for the City employees as herein described.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed on Appendix A of this Agreement.

Section 3 - Effect of Reorganization

In the event of any reorganization undertaken by the City through ordinance, as provided

in the City of Deerfield Beach Charter, where a position is changed by title, but retains the equivalent functional responsibilities as contained in the previously titled position, the new position shall automatically be with the bargaining unit, provided that the previously titled position was within the bargaining unit. Further, should new positions be created which contain responsibilities which are the functional equivalent of positions listed in Section 2, the employees filling those positions shall automatically be considered part of the collective bargaining unit.

Section 4 - Definitions

Regular Full-Time Employee: A person hired to fill a budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Regular Part-Time Employee: A person hired to fill a budgeted position of 29 or less hours per week, occupies one of the classifications listed in Appendix A of this Agreement. These employees are not eligible to receive City benefits, except as specifically provided for regular part-time employees in this Agreement.

Article 3 - Non-Discrimination

Section 1 - Non-Discrimination

IUPAT and the City shall not discriminate against any employee covered by this Agreement because of race/ethnicity, color, sex, age, national origin, religion, sexual orientation, military status, genetic information, political opinions or affiliations or disability.

Section 2 - Discrimination on Membership

IUPAT and the City will not discriminate against, interfere with or coerce any employee covered by this Agreement because of membership or non-membership in IUPAT, however, IUPAT has no obligation to represent non-members in the grievance procedure.

Section 3 – Dual Filing Prohibition

In the event that an employee files a grievance alleging a violation of this Article, and files a complaint/charge in another forum making the same allegation, the grievance shall be nullified, and the other forum shall have exclusive jurisdiction.

Article 4 - Management Rights

Section 1 - Management Rights

IUPAT recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units of organization; set standards of service to be offered to the public; exercise control and

discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods or services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 - Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Article 5 - Union Rights

Section 1 - Rights of Employees

City employees shall have the right to join IUPAT, to engage in lawful activities for the purposes of collective bargaining, to express any view not in conflict with any Section of the City's Personnel Rules and Regulations, grievance, complaint or opinion related to the conditions of compensation and employment of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal. Nothing shall abridge the right of any duly authorized representative of IUPAT to present views of IUPAT on issues which affect the welfare of its members.

Section 2 - Union Rights

IUPAT shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Section 3 - Non-Discrimination

Employees shall have the right to join IUPAT and there shall not be any discrimination against or intimidation of any employee because of that employee's membership or lack of membership in IUPAT or because of an employee holding office in IUPAT.

Article 6 - Prohibition of Strikes

Section 1 - No Strikes

Neither IUPAT, any officer or agent of IUPAT or any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement except as to the question of fact.

Section 2 - IUPAT Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, IUPAT shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and IUPAT (if IUPAT shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this article in accordance with the law.

Article 7 - Employee Roster and IUPAT Business

Section 1 - Employee Roster

The City agrees to provide IUPAT with an updated employee roster and new hire report upon request from IUPAT.

Section 2 - IUPAT Business

The City agrees to allow the Chairperson and Vice Chairperson of IUPAT District Council 78, or their designated representatives, to take up to a total of four (4) 8-hour scheduled work shift off per calendar year with pay to attend conventions, seminars, and meetings. This time off shall be subject to the following conditions:

- a. The first two (2) 8-hour scheduled work shift shall be fully paid by the City, with

no reimbursement.

- b. The second two (2) additional 8-hour scheduled work shift shall be paid by the City, with the understanding that the City will be reimbursed by IUPAT District Council 78 for the wages paid on these days.

The City and IUPAT District Council 78 shall establish a process for the timely reimbursement of the wages for the two (2) reimbursable scheduled 8-hour work shift, to ensure there is no undue delay in payment.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

Requests for time off under this section must be made in writing at least 14-days in advance, and subject to operational requirements. Approval shall not be unreasonably withheld.

Reimbursement Request Form – **Appendix I**

Article 8 - Bulletin Boards

Section 1 - Bulletin Boards

Bulletin board space shall be provided by the City upon which IUPAT may place noncontroversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate business. IUPAT shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the various City locations with good visibility and access to all employees.

Section 2 - Responsibility for Bulletin Boards

All costs incident to preparing and posting of IUPAT materials will be borne by IUPAT. IUPAT is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Article 9 - Union Representatives

Section 1 - Collective Bargaining / Negotiations

The City agrees that there shall be no loss of pay for the four (4) members of IUPAT's negotiating team, provided such negotiation sessions are held during the employees' normal working hours.

Section 2 - Shop Stewards

Members of IUPAT who are selected as Shop Stewards shall perform duties for IUPAT on their own time. However, the City recognizes that instances will arise in which it will become necessary for Shop Stewards to perform their duties on City time. Except in emergency conditions, the Shop Stewards' supervisor may grant permission to perform these duties on City time with the understanding that the Shop Steward shall return

promptly to his/her regular assigned duties. Subject to the provisions of Section 3 of this Article (*below*), a supervisor's permission shall not be unreasonably withheld.

The number of Shop Stewards shall not exceed six (6) including the Chairperson and Vice Chairperson, and shall be designated in writing to the City Manager. The number of hours per month that may be approved shall not exceed six (6).

Shop Stewards shall have seniority above all other bargaining unit members with regard to layoffs and recalls only. Shop Stewards shall be chosen by the IUPAT Business Manager or his/her designee.

IUPAT will endeavor to identify a Shop Steward representing varied City departments. There shall not be more than one Shop Steward chosen per department.

Section 3 - Room for IUPAT Business

The City agrees that official representatives of IUPAT may have access to a room in City facilities at mutually agreed upon times and dates to conduct IUPAT business.

Section 4 - Notification to Shop Stewards

The City will provide copies of any disciplinary actions given to bargaining unit employees to the Local Chairperson.

Section 5 - Requests for Documents

City agrees to provide related documents on the City's website or can be obtained via the City Clerk's Office by public request:

- (a) City Commission Agenda with specifically requested back-up material for agenda items related to IUPAT and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.
- (b) Proposed budget, existing budget, budget statements and year-end financial statements.
- (c) Minutes of City Commission meetings.
- (d) Personnel Rules and Regulations Manual.
- (e) City Manager's Weekly Report.

Section 6 - Copies of Agreement

Upon ratification and execution of this Agreement, the City will place a copy of this Agreement on the City's website and available via the City Clerk's Office by public request.

Article 10 - Solicitation of or by Employees

Section 1 - No Solicitation

Unless specifically authorized by the City Manager, all solicitations of or by City employees during working hours for commercial, charitable or union purposes and selling of tickets, magazines and other merchandise is prohibited.

Section 2 - No Solicitation by Organizations

Employee organizations, their members, agents or representatives, or any persons acting on their behalf are hereby prohibited from and shall not:

- (a) Solicit public employees during work hours of any employee who is involved in the solicitation.
- (b) Distribute literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.
- (c) Solicit for commercial, charitable, or union purposes and sell tickets, magazines or other merchandise while in City uniform or attire, or while using City vehicles or equipment.

Article 11 - Seniority

Section 1 - City Seniority

Each regular full-time employee shall have City Seniority based on the employee's first day of current continuous full-time employment with City. City Seniority shall be used for computing annual leave accrual and pension/retirement benefits.

Section 2 - Department Seniority

Each regular full-time employee shall have Department Seniority based on the employee's first day of current continuous full-time employment in their department.

Section 3 - Classification Seniority

Each regular full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available, except that the City may establish a rotation-based shift selection system for certain positions irrespective of classification seniority to ensure that seasoned employees are present during all shifts for operational needs, however if an employee is suffered to work hours other than their preferred shift as stated in this article

that employee shall be paid a seniority differential of twenty five cents (\$0.25) per hour, in addition to shift differential (if applicable) provided in Article 26, Section 5 herein. This rotation shall occur semi-annually; every six (6) months. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Article 12 - Promotions/Reclassifications/Transfers

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a regular full-time employee to a higher pay grade and job classification within the bargaining unit based on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 - Posting of Vacancies

All promotional vacancies within the bargaining unit for regular, full-time employment will be posted in each department and on the City's website, except those vacancies involving a reorganization, and when there is a demotion or need for a lateral transfer in accordance with Section 7 herein. In the event a vacancy is filled via transfer, the resulting vacancy created by the move will be subject to the posting requirement. Notices shall include the job title, rate of pay, department or division, and the job requirements. Such posting shall be for a period of at least five (5) working days. A copy of the notice shall also be sent to IUPAT's Chief Steward.

Section 3 - Employee Applications

During the period of posting, employees who wish to apply for the open position may do so. The application shall be online using the applicant tracking system as furnished by the City for job announcements. All applications are routed to the Human Resources Department.

Section 4 - Filling Vacancies

Positions shall be filled by the best qualified applicant in the judgment of the City.

Where there is a tie in qualification for a promotional position, the employee with the greatest seniority within the current department where the vacancy exist shall be appointed.

Where there is a tie in qualifications for a promotional position in a department where department seniority is not a factor, the employee with the greatest City seniority shall be appointed.

Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion or Reclassification

In any case where an employee is promoted or reclassified to a higher grade and job classification, the promotional rate of pay shall be analyzed by Human Resources for internal equity for the job classification, average salary for the job classification, within the department and/or City, placement with the minimum, midpoint and maximum range for the pay grade. However, the promotional starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade for which the employee is promoted, whichever is greater, in accordance with Pay Plan. Department Director may submit a pay recommendation to Human Resources, who will conduct the analysis and submits final recommendation to City Manager for approval. A promotion institutes a new probationary period. Employee is eligible for merit increase at 12-month from date of promotion.

Section 6 – Pay Rate Upon Demotion

In any case where an employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade. (e.g., an employee being paid at the 30th percentile in pay grade 110 is demoted to an 109 position. In such case, the employee will be paid at the 30th percentile for pay grade 109).

Section 7 – Lateral Transfer

An employee may be transferred to another department with the same job classification and pay grade, and such transfer will not change the employee's pay rate, anniversary date or classification date. Lateral Transfers may be voluntary or involuntary. Lateral Transfers into jobs in the same or different departments, with the same pay grade comes with a new probationary period. The pay rate stays the same with lateral transfers. Employee is eligible for merit increase at 12-month from date of lateral transfer.

Section 8 – New Hire Probationary Period

The new hire probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee and for rejecting any employee whose performance or conduct is not satisfactory. It shall be incumbent upon Department Directors to screen employees during the probationary period to insure only those employees performing to the best of their abilities become permanent, regular employees.

The new hire probationary period is six (6) continuous months. During this period, employees shall be subject to demotion, suspension without pay, termination from employment or other disciplinary action without prior notice or the filing of specific charges and shall not have access to the Grievance Procedure contained in Article 14 of this Agreement.

Prior to the expiration of an employee's initial probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period

and recommend the appropriate action to be taken.

Section 9 – Internal Probationary Period

A trial period shall be used in connection with promotions, demotions, and lateral transfers in the same manner as a probationary period is used for new hire appointments. The probationary period is six (6) continuous months.

However, employees promoted to a higher classification shall have rights to their former position and all other job rights including access to the Grievance Procedure contained in Article 14 of this Agreement. All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional probationary period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification. If the promoted employee's former position is occupied, the employee in that position will be displaced and considered laid off.

Prior to the expiration of an employee's probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

Section 10 – Movements in and out of the Bargaining Unit

Employees promoted, reclassified, demoted or transferred into a non-bargaining unit classification shall be subject to the provisions of the City's Employee Personnel Rules and Regulations, and employees moving into another bargaining unit shall be subject to the provisions of the applicable collective bargaining agreement. These provisions include pay, orientation periods and other terms and conditions of employment.

Article 13 - Lay-Off and Recall

Section 1 - Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 - Order of Layoff

- (a) Full-time employees shall be laid off by Classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the Classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous full-time service with the City since the employee's date of hire.
- (b) Union Stewards (as designated pursuant to Article 9, Section 2 of this Agreement) shall have seniority above all other employees covered by this Agreement with regard

to Layoffs and Recall.

(c) However, before any full-time employee is laid off from a Classification, all employees in their initial probationary periods in that Classification shall be laid off.

(d) Once identified for layoff from his/her present Classification and Department:

- A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same Classification as the laid-off employee;
- A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any Classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employees pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and
- For purposes of this Section, any employee in the Classification of Backflow Technician at the time of a layoff shall be deemed to have previously worked for the City as a full-time, permanent (i.e., non-probationary) employee in the Classification of Maintenance Worker.

Section 3 - Notice of Layoff

All employees shall be given written notice of layoff no less than fourteen (14) calendar days in advance of the effective date of the layoff where possible.

Section 4 - Recall

(a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.

(b) Any full-time employee who is laid off shall be entitled to recall to the Classification from which he/she was laid off in reverse order of his/her Classification Seniority.

(c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a Classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

Article 14 - Grievance and Arbitration Procedures

Section 1 - Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between IUPAT and the City, regarding the interpretation, application or violation of the express terms of this Agreement.

Section 2 - Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the IUPAT Steward, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission no more than two (2) times. Upon the first return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Upon a second return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within two (2) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 - Time Limitations

- (a) No grievance shall be considered or processed under this Article unless it is submitted within the times limits set forth in this Article. However, IUPAT and City may mutually agree in writing to extend any of the time limits set forth in this Article.
- (b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement.
- (c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time

limits mutually agreed to in writing by IUPAT and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

- (d) The term “work days” shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered “work days” for any purposes under this Article.

Section 4 - Grievance Procedure

- (a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.

- (b) Grievances shall be processed as follows:

Step 1

Written Grievance to Immediate Supervisor

A written grievance shall be submitted to the Grievant’s most immediate, non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement). The Supervisor shall sign and date the Grievance upon receipt, shall meet with the employee and the employee’s IUPAT Representative in an attempt to resolve the grievance, and shall issue a written answer to the written grievance within ten (10) work days of the Supervisor’s receipt of the grievance at Step 1.

Step 2

Written Grievance to Department Director

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the appropriate Department Director within ten (10) work days of the Grievant’s receipt of the Supervisor’s written answer at Step 1.

The Department Director shall then issue a written answer to the grievance within ten (10) work days of the Department Director’s receipt of the grievance at Step 2.

Step 3

Written Appeal to City’s Director of Human Resources and Risk Management

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City’s Director of Human Resources and Risk Management within ten (10) work days of the Grievant’s receipt of the Department Director’s written answer at Step 2.

The Director of Human Resources and Risk Management shall then issue a written answer to the grievance within ten (10) work days of the Director of Human Resources and Risk Management’s receipt of the grievance at Step 3.

Step 4

Written Appeal to City Manager

If the grievance is not resolved at Step 3, a written grievance shall be submitted to the City Manager within ten (10) work days of the Grievant's receipt of the Director of Human Resources and Risk Management's written answer at Step 3.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager's receipt of the grievance at Step 4.

Step 5 **Written Request for Arbitration**

- (a) If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within ten (10) work days of the Grievant's receipt of the City Manager's written answer at Step 4.
- (b) IUPAT shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list from said list, with IUPAT striking first. The remaining name shall be the arbitrator.
- (c) The arbitrator shall promptly conduct the hearing on the grievance at which both IUPAT and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to IUPAT and the City no later than thirty (30) calendar days after the conclusion of the hearing.
- (d) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.
- (e) IUPAT and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be paid in equal shares by IUPAT and the City.
- (f) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Appropriate signatures are required on the grievance form at each level of the process.

Article 15 - Temporary Assignments

Section 1 - Temporary Assignments

A regular full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving at least two weeks in the temporary assignment, but in no case shall the temporary

adjustment be less than 5%. However, any employee assigned to temporarily fill a vacancy (i.e. an unfilled position) shall receive an increase in pay on the first day. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements on the anniversary date.

Section 2 - Temporary Assignments in Excess of 180 Days

Should a regular full-time employee be required to perform duties in a classification higher than that which such employee holds on a permanent basis, such employee shall not be required to continue such duties for a period longer than 180 calendar days.

In cases of emergency or operational needs, extensions of the temporary assignment may be granted with review of Human Resources and approval by the City Manager. No permanent advancements will be attained with extensions. If the position becomes available, it will be posted and all applicable candidates may apply.

Article 16 - Drug Free Workplace Program

Section 1 - Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensation, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 2 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida

Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position), or Title 21 United States Code (USC) Controlled Substances Act; provided that any statutory standard which is more strict shall apply. Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes, or Title 21 USC.

Section 3 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

- (a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.
- (b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
- (c) Specimen collection shall be documented, and the documentation procedures shall include:
 - 1) Labeling specimen containers to preclude erroneous identification;
 - 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and
 - 3) A consent form.
- (d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.
- (e) A specimen for a drug test may be taken by any person authorized to do so by *Florida Statutes* Chapter 440.102.

- (f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.
- (g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
- (h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.
- (i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.
- (j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.
- (k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
- (l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.
- (m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

- (n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.
- (o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 14 of this Agreement.
- (p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.
- (q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 4 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and *Florida Statutes* Chapter 440.102 (a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.

- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotunate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs

Section 5 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 6 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions, which is defined in Section 440.102, Florida Statutes as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 7 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

A pattern of abnormal or erratic behavior or a significant deterioration in work performance,

Information provided by a reliable and credible source,

A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,

A report of drug use, provided by a reliable and credible source, which has been independently corroborated,

Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),

Increased absenteeism,

Substandard work,

Increased disciplinary incidents,

Deteriorating work relationships,

Increased inattentiveness and absentmindedness,

Increased hostility toward the public or other employees, Frequent need for work breaks,

Evidence that an individual has tampered with a drug test during his employment with the City,

Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/or

Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Head/Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Director of Human Resources and Risk Management and a drug test shall be given. If the Director of Human Resources and Risk Management is not available, findings may be submitted to the City Manager, Assistant City Manager or Risk/Benefits Officer, in that order.

(b) Testing for Cause

Moving-Vehicle and Non-Moving Vehicle Accident - If an employee causes or contributes to the cause of an accident that results in damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work. In all situations, the accident must be immediately reported by the employee to his/her supervisor.

On-Duty Injury – If an employee suffers an injury, while on-duty, he/she must submit to a drug test. The employee will be provided an authorization form to take to the testing facility. Upon becoming aware of the injury, the employee must immediately report to his/her supervisor.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Random Drug Testing

In addition to employees who are required to submit to random drug testing to be in compliance with state and/or federal regulations, random drug testing will also be conducted for any employees holding mandatory-testing positions as defined in Section 440.102 Florida Statutes.

The City will have a program of random drug testing utilizing a computer-based program that will randomly select employees with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three times in any calendar year, except as may be required in accordance with applicable law. The City shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site. Random testing will be limited to urine and/or breath analysis.

(e) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(f) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(g) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 8 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 9 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace.

Section 10 - Collective Bargaining Agreement

The City's collective bargaining agreement with IUPAT contains the City's Drug Free Work Place Policy by reference and falls under the jurisdiction of PERC (Public Employees Relations Commission) and its appeal procedures.

Article 17 - Uniforms and Equipment

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those regular full-time and regular part-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees via the issuance of an annual allowance of \$200 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$200 in their first check to cover the purchase of said safety shoes.

Section 2 - Responsibility for Return

Upon transfer to a different position, department or termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns

any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Sunglasses

The City agrees to provide 100% UV-protected sunglasses to all full-time ocean rescue personnel via the issuance of an annual allowance of \$150 to cover the purchase of sunglasses. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires sunglasses, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase.

Section 4 - Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, personal watches, etc., are not covered.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

Article 18 - Safety and Health

Section 1 - Accident Review Team (ART)

(a) Once each calendar quarter, the City's Human Resources Department shall convene a meeting of the Accident Review Team (ART), during which members of the team shall receive information regarding any at-fault accident involving a City employee during the immediately preceding three (3) month period.

(b) The purpose of the ART shall be to review the at-fault accidents that occurred, to discuss the information provided, and to provide the Human Resources Department with recommendations regarding how to avoid such accidents in the future.

(c) The ART shall consist of a Human Resources Department representative, up to four Management representatives and up to five IUPAT representatives.

Section 2 - Safety and Health

The City will make reasonable provision for the safety and health of its employees during hours of employment. The City will comply with all Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Section 3 - Safety Issue for Ocean Rescue

The City agrees to provide ocean rescue personnel, full-time and part-time, with sunblock, bathing suits, short sleeve T-shirts, long sleeve T-shirts, jackets, sweat suits, and tank-top shirts. The City will not require lifeguards to wear UV rated shirts at all times, providing IUPAT would not require an annual mandatory skin cancer screening for all regular, full-time ocean rescue personnel.

Article 19 - In-Service Training and Educational Reimbursement

Section 1 - Payment for Training

All regular full-time employees required by the City to attend any training and/or health and safety program shall be compensated at their regular rate of pay for the length of time they are required to attend such program and pay for the training.

Section 2 - Training Provisions

The City will make a reasonable effort to give equal opportunity for training to all regular full-time employees in a job classification in the same division. Priority shall be given to seniority by division, by job classification and then to equally distributing training opportunities.

Any training offered or provided by the City shall be made available first on a seniority by division and job classification basis. For example, training pertaining to Maintenance Workers I in the Parks Maintenance Division shall be made available first to the employee who has held the position of Maintenance Worker I in the Parks Maintenance Division for the longest period of time. If such training is optional on the part of the employee and if an employee declines the offered training, it shall then be offered to the next most senior Maintenance Worker I in the Parks Maintenance Division and so on down the line until the available slots for a particular in-service training session have been filled. The next opportunity for training pertaining to Maintenance Worker I in the Parks Maintenance Division shall be offered first to the most senior Maintenance Worker I in the Parks Maintenance Division who has not yet had such training.

One exception to the above is when such training is specific to an individual's work task or specific training needs. In such case, an individual might be referred for training without regard to seniority.

Section 3 - Payment for Certification

Regular full-time employees who obtain one or more certifications preferred in the job description for his/her position shall receive a one (1) time \$500.00 payment. Each employee shall be limited to only one (1) payment and regular full-time employees who received payment under this provision prior to the ratification of this Agreement are not eligible for another payment under this provision.

Section 4 - ASE Certification

Mechanics who obtain and maintain all ASE certifications required in their job description, shall receive an additional \$10.00 per pay period. Mechanics who obtain and maintain a Master ASE certificate shall receive an additional \$15.00 per pay period.

Section 5 - EMT Certification

Full-time Ocean Lifeguards who obtain and maintain EMT certification shall receive a 5% increase over their base pay.

Section 6 – Educational Reimbursement

All IUPAT employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the following criteria and schedule of benefits. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

1: Budgetary Process

- a) The list of projections will be used to assist in determining the budget allocation for the program but does not dictate the level of funding.

2: Eligibility

- a) All regular full-time employees who have completed a minimum of one year of continuous service are eligible to participate in the City's Tuition Reimbursement Program.
- b) Employees currently receiving any tuition reimbursement from another funding source, such as scholarships, Veteran's Administration or Federal/State grants, are not eligible to receive education assistance from the City.
- c) Reimbursements for educational expenses will be considered for courses completed at a college, university, community college, trade/vocational school, or professional institution that has been accredited by the Southern Association of Colleges and Schools, or another national or regional accrediting agency recognized by the U.S. Secretary of Education, as listed at <http://ope.ed.gov/accreditation>. By completing the required form and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source.
- d) The course of instruction or degree sought must be one that, in the judgment of the Department Director and the Department of Human Resources, directly relates to the employee's current position, a similar City position, or to a higher-level position within the City to which the employee could reasonably aspire through promotion, subject to limitations in Section 2(f).
- e) Employees may request approval for undergraduate or graduate level tuition reimbursement courses, not to exceed 2 classes per semester, up to 3 credit hours

per class (four hours for courses with a laboratory, for a maximum of five (5) classes per fiscal year). Doctorate programs are not included in this program and are therefore not reimbursable. The amount of reimbursement will be based on the employee's grade in each course, as provided in section 6 of this article.

- f) Courses that are not directly related to an employee's current position but are a requirement of a degree program may be eligible for reimbursement if the degree being sought relates to employment with the City as defined in section 2(d).
- g) Employees must be in good standing to be eligible. For purposes of this Article, good standing shall be defined as an employee who has not received any formal discipline, a performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.
- h) Termination of employment, for any reason, prior to completion of course(s) will make the employee ineligible for tuition reimbursement.
- i) If an employee terminates from the City within two years from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received within the final two years of employment. In the event that the employee's final paycheck is less than the amount reimbursed and employee fails to reimburse the City within 30 days, the City shall pursue such means as may be necessary to recover the full amount. In the event the services of an attorney are required to collect the unrecovered amount, such attorney fees and court costs shall be added to the reimbursement owed to the City.

Section 3: Reimbursement Amount

- a. An employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course not to exceed the rate established by the Florida Atlantic University for a Bachelor's degree program or Broward Community College for an Associate's degree program at the time of the employee's course enrollment. This reimbursement amount shall apply regardless of the employee's election to attend a private education institution.
- b. The reimbursement schedule for undergraduate coursework will be based on grades received by the employee as follows:
 - 100% for a grade of "A"
 - 90% for a grade of "B"
 - 75% for a grade of "C"

The City will not provide any amount of tuition reimbursement if the employee earns a grade of "D," "F" or receives an "Incomplete" mark. Pass/Fail courses within a degree program are not eligible for reimbursement.

Master's Degree program will only be reimbursed for an "A" grade.

- c. The City will provide reimbursement up to a maximum of \$5,250.00 per tax (calendar) year based on current federal taxation requirements and limits, or as may be modified

in future years. Reimbursements to an employee in excess of IRS limits creates tax liability for the employee.

- d. Employees are eligible for a maximum of one degree at each level (Associates, Bachelors, Masters)
- e. Books and required laboratory fees are eligible for reimbursement but shall be limited to \$250 per semester and are subject to the employee earning a grade of A, B or C in the course. All other expenses, including but not limited to, those for parking, supplies or nonlaboratory fees, are the employee's responsibility and are not eligible for reimbursement.

Section 4: Reimbursement Process

- a. After completion of classes, the employee shall send a completed copy of the Tuition Reimbursement Certification form, including required documents to the Department of Human Resources within thirty (30) days. The Tuition Reimbursement Certification form is attached hereto and incorporated herein. The employee shall also disclose and provide documents showing all financial aid (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial aid received by the employee used to pay tuition and other costs. The combined total of the employee's financial aid and the City's reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement may be reduced to satisfy this rule.

Administrative operation procedures pertaining to the Tuition Reimbursement Program may be amended by the City Manager from time to time as appropriate.

This program is an additional benefit for employees to further their education, but it should not be construed as an inducement or requirement that employees must seek additional education. No additional benefit, promotion, salary increase, or other consideration is offered nor should be construed to be offered, unless specifically given in writing to the employee by the City Manager.

Article 20 - Performance Evaluations

Section 1 - Performance Evaluations

All bargaining unit employees will receive a written evaluation from their Department each year using the form provided in Appendix G of this Agreement. Employees will be evaluated on the criteria outlined on their respective evaluation form. Each employee will participate in the self-assessment portion of the process by completing the employee self-assessment form in Appendix H and providing/submitting completed form to their supervisor/manager within the timeframe allowed.

A bargaining unit employee who does not meet performance standards in their overall rating will be denied merit increase. A bargaining unit employee who is satisfactorily meeting their performance standards will receive a merit increase in accordance with Appendix G.

All bargaining unit employees, however, will be granted a pre-evaluation/mid-year review

meeting on or around six (6) months into their respective evaluation period. At the pre-evaluation/mid-year meeting, employees will receive one of the following notifications by their supervisors: need improvement on performance standards, or satisfactorily meeting performance standards. Depending on the circumstances, the supervisor will detail the area(s) to be corrected prior to the receipt of the annual performance evaluation.

Section 2 – Probationary Performance Evaluation

Probationary bargaining unit employees will be evaluated on a more frequent basis. For the probationary period, employees will be periodically evaluated using the form provided in Appendix G during the six (6) month initial orientation period from date-of-hire. Promoted bargaining unit employees will be evaluated using the form provided in Appendix G during their six (6) month promotional orientation period.

Article 21 - Employee Discipline

Section 1 - Employee Discipline

- (a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.
- (b) Employee Discipline shall be for Just Cause.
- (c) Employees shall be allowed the presence and representation of an IUPAT Chief Steward or Stewards during: (1) any investigatory meeting which may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

- (d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Documented Oral Reprimand; Written Reprimand; Suspension Without Pay; Demotion; and termination from employment.
- (e) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral Counseling

A Supervisor shall notify an employee regarding any work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Documented Oral Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue an Oral Reprimand. The reprimand shall be documented by a written memorandum

indicating the date on which the Oral Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and IUPAT. Upon his/her receipt of the Department Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

The following shall be deemed sufficient/just cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Has contracted some mental or physical ailment or defect which incapacitates him/her for usefulness in the present job.
- (f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (k) Incompetence, inefficiency or repeated neglect of assigned duties.
- (l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (n) Has been habitually tardy or absent from duty.
- (o) Unauthorized absence from duty.
- (p) Violation of the State of Florida Ethics Law.
- (q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (r) Violating internal departmental rules and regulations that have been posted or

which the employee has received a copy.

- (s) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Head/Director or City Manager.
- (t) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (u) Suspension or revocation of valid driver's license required for job performance.
- (v) Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.
- (w) Misuse of City property or neglect with respect to City property.
- (x) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
- (y) Taking more than the allotted time for meals or break periods.
- (z) Engaging in gambling, lottery, or any other game of chance at City work stations at any time.
- (aa) Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.
- (bb) Knowingly reporting for work with a serious communicable disease.
- (cc) Discussing with members of the City Commission matters relating to an employee's employment status. The employees covered by this agreement shall not have their legal right to engage or communicate with elected official in their capacity as City residents.
- (dd) Unauthorized use, possession or display of firearms, explosives or weapons on City property.
- (ee) Theft of or removal without proper authorization of any City property or property of any employee or other person.
- (ff) Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).
- (gg) Unauthorized absence by Emergency Support personnel during a declared emergency.
- (hh) Sleeping or hiding during duty hours.
- (ii) Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.

- (jj) Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.
- (kk) Failing to report a personal injury or accident in which the employee was involved while on the job.

Section 3 - Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

Section 4 - Miscellaneous Provisions regarding Employee Discipline

- (a) Documented Oral Reprimands, Written Reprimands, and Suspensions Without Pay shall not be used as the basis for taking the next step of employee discipline after two (2) calendar years from the date of such discipline.
- (b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Article 22 - Hours of Work and Overtime

Section 1 - Hours of Work

The normal working hours per one-week work cycle for regular full-time employees shall be forty (40) hours which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to regular full-time employees.

Section 2 - Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this Contract.

Section 3 - Payment of Overtime / Use of Compensatory Time

- (a) The City agrees to pay overtime at the rate of time-and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.
- (b) Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

- (c) Compensatory Time may be given to employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the Fair Labor Standards Act [FLSA]. The accumulation of Compensatory Time shall be capped at eighty (80) hours.
- (d) Employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.
- (e) Accrued Compensatory Time shall be cashed out: 1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

Section 4 - Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

Section 5 - Emergency Recall

When emergencies require that members of the bargaining unit are recalled for duty during their off-duty time (not including work which causes a member to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate. If an employee is called out again within two hours of the time they were initially called out, they shall receive no additional minimum pay guarantee.

Section 6 - Stand-by Pay

Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

Should an employee take a call while on stand-by that requires the employee to report to work workplace, it is expected that the employee will arrive at work within a reasonable time of being called out.

Stand-by pay only applies to the Parks Maintenance Division and the Environmental Services Department.

Article 23 - Insurance

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to regular full-

time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

Section 2 - Health Insurance

(a) Medical

Effective January 1, 2025 through December 31, 2025, the City shall provide all bargaining unit employees with three different health plan options (Silver, Gold, and Platinum Plans). Attached as Appendix C, Table 1, a chart containing the options and the premiums associated with each such option for the 2025 plan year.

Effective January 1, 2026, the City shall continue to provide all bargaining unit employees with two different health plan options (Silver and Gold Plans). The premiums associated with each such option shall be based on a cost share percentage reflected in the third column in Appendix C, Table 2 for the 2026 plan year. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix C, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2025. For 2027 each year thereafter, the City will use the same method to calculate premiums associated with each of the two options above and follow the same timing regarding notices.

(b) Dental

Effective January 1, 2025, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D, Table 1.

Effective January 1, 2026, the City shall continue to provide all bargaining unit employees with dental insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix D, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix D, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2025. For 2027 each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(c) Vision

Effective January 1, 2025, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E, Table 2.

Effective January 1, 2026, the City shall continue to provide all bargaining unit employees with vision insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix E, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix E, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2025. For

2027 each year thereafter, the City will use the same method to calculate premiums associated with each options and follow the same timing regarding notices.

(d) Retiree Health

Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least ten (10) years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid 100% by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(e) Insurance Opt-Out

Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to 50% of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City. However, the City will continue to pay the same dollar amount toward the long-term disability premium that the City was paying on September 30, 1996.

The benefits of the long-term disability insurance are 60 per cent of the employee's annual base salary paid until the employee reaches 65 years of age or, if applicable, the later of the Social Security Normal Retirement Age (SSNRA) or the Maximum Benefit Period as detailed in the disability insurance policy. See the disability benefits policy document for more information.

The benefits of long-term disability insurance begin after six months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six months is almost up before filing.

Article 24 - Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

- (1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.
- (2) Sick leave may be accumulated to a maximum of 1500 hours.
- (3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours (six days) unused sick leave each year and take cash payment for the balance.

Sick Leave Chart

Choice 1

Choice 2

Earn (Hours)	Use (Hours)	Bank (Hours)	Bank (Hours)	Pay (Hours)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0

96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

- (1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.
 - (2) Upon separation in good standing from the City with ten continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their ten regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay-out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.
 - (3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned. Upon the implementation of the Tyler ERP Software, accrual of sick leave shall be credited/shown at the end of each pay period, and sick leave shall not be paid in advance of being earned.
 - (4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.
- (d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to-employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Director.

- (1) Vacation leave.
- (2) Absence for transaction of personal business which cannot be conducted during off-duty hours.
- (3) Religious holidays other than those designated by these rules as holidays.
- (4) For uncovered portion of such leave, once such leave has been exhausted through illness.
- (5) Any absences from work not covered by other types of leave established.

(b) Computation

- (1) It is the intent of the City that employees take their accumulated annual leave following the annual period in which it was earned. No more than a maximum of two (2) years of annual leave (maximum determined by length of service) shall be carried over into subsequent anniversary periods.
- (2) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352

- (3) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used. Upon the implementation of the Tyler ERP Software, accrual of vacation leave shall be credited/shown at the end of each pay period, and can be taken as accrued subject to the Department Director's discretion. Vacation usage shall be recorded at the end of the pay period which it is used.
- (4) Annual leave shall not be approved for any employee who has not earned the requested number of days.
- (5) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.
- (6) In the event an employee is denied annual leave that would result in the forfeiture of future accrued annual leave hours because the employee's leave bank, at the time of the request, is at or near the maximum accrual, the employee will be temporarily allowed to accrue over the maximum. In such cases, the employee must use whatever hours are over the maximum within 60 days or those hours are forfeited.

Section 4 - Holiday Leave

The following 12 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director (once during each calendar year):

New Year's Day	Veteran's Day
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Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas
Juneteenth	Day Preceding or Following Christmas as Designated by City Manager
Independence Day	
Labor Day	Personal Day

- (a) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.
- (b) The Department Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is evidence of sick leave abuse.
- (c) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Director.

Section 5 - Workers' Compensation Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Workers' Compensation Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence. All employees must report an on-duty injury/illness, as well as their location, to their supervisor. An Employee Incident Report shall be submitted by the employee no later than 24 hours from the when the injury/incident occurred.

An employee who is granted Workers' Compensation Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave reimbursed accordingly.

City's Director of Human Resources and Risk Management may approve or disapprove an employee's request for Worker's Compensation Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department Director, the employee, and the local IUPAT representative. In cases of negligence, an employee's workers' compensation benefit shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or

observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated workers' compensation payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal 100% of the employee's regular net earnings at the time of injury for a period of six (6) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, whichever occurs first. The City Manager may, at his discretion, authorize up to an additional three (3) months of salary continuation for a total period not to exceed nine (9) months. The statutory workers' compensation benefits will continue for a maximum of 104 weeks from the date of injury or until MMI is reached.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties may be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the ~~inured~~-injured_employee's regular assigned department. Human Resources shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the Director of Human Resources and Risk Management. Upon reaching MMI or at the end of six (6) months (nine [9] months with City Manager approval), whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee's discretion).

The duties and limitations of the disabled employee in order to receive Occupational Disability Leave payments are as follows:

- 1) the employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- 2) the employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- 3) the employee shall comply with the light-duty policy as described in this Section;
- 4) report to an authorized medical representative of the City periodically as the City may require; and
- 5) the employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of six (6) months or nine (9) months with City Manager approval.
- 6) the employee fully cooperates with the Third-Party Administrator (TPA) and the claim adjuster assigned by the TPA.

Section 6 - Funeral Leave

The City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any full-time employee who has rendered satisfactory service with the City. Part-time employees will be granted funeral leave without pay for the same duration and number of incidents. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

The employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the Department Director. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

In accordance with state law, any employee who presents official orders requiring attendance for a period of training who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard is entitled to military leave of absence with pay for a period not to exceed 240 hours annually. Further, any employee who is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee shall be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 work weeks of unpaid leave for certain family and medical reasons in a rolling 12-month period measured backward from the date an employee uses any leave under this section. Eligible employees are those who have been employed by the

City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. A third party administrator (TPA) performs many of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by, the TPA.

FMLA leave may be taken for any one or a combination of the following:

- 1) to care for the employee's child after birth;
- 2) the placement of a child with the employee for adoption or foster care;
- 3) to care for the employee's spouse, son, daughter or parent who has a serious health condition;
- 4) for the employee's own serious health condition which makes the employee unable to perform one or more the essential functions of the employee's job;
- 5) for qualified exigencies for an employee's spouse, son, daughter or patient who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute.

The City uses a variable twelve (12) month period measured forward from the date leave begins. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement. An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition are limited to a combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 work weeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

The City requires that the employee use his/her accrued paid leave time during FMLA leave. After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department or TPA, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Director and the Director of Human Resources and Risk Management agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date). The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

An employee who fails to return to work within one (1) day after the expiration of his/her approved FMLA leave will be treated as a voluntary resignation, absent a request and authorization for an extension of leave or an accommodation under the Americans With Disabilities Act (ADA).

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable to his/her Department Director (or designee) and the TPA. The employee must also advise their

supervisor and the TPA as soon as practicable (e.g., on the same day or next business day) if the dates of a scheduled leave change or were initially unknown.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

The City's FMLA Policy, as detailed in its Employee Personnel Rules and Regulations, are incorporated herein by reference.

(b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

(c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day, that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries without legal justification shall constitute just cause for dismissal as it shall be considered in effect a voluntary resignation without notice.

Article 25 - Longevity Allowances

Section 1 - Longevity Schedule pre 7/15/10

The following longevity allowances shall be awarded to regular, full-time employees hired prior to July 15, 2010 who were eligible for a longevity allowance as of that date. Longevity allowances shall be awarded in the following manner as long as the stipulations stated

above have been complied with:

After completion of 5 years' continuous service - 2% of annual salary.
After completion of 10 years' continuous service - 4% of annual salary.
After completion of 15 years' continuous service - 6% of annual salary.
After completion of 20 years' continuous service - 8% of annual salary.
After completion of 25 years' continuous service - 10% of annual salary
(minimum of \$1,000).

These longevity allowances shall be paid to the employee by adding same to the regular paycheck of the employee.

Section 2 - Longevity Freeze

Longevity allowances provided for in Section 1 above shall be frozen effective with the first day of the first full pay period beginning after July 15, 2010, which date shall be known as the "freeze date." Regular, full-time employees not receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall not receive a longevity allowance pursuant to Section 1 above, but only pursuant to Section 3 *below*. Employees receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall continue to receive the same longevity allowance until such time as the longevity allowance to which the employee would be entitled under Section 3 below exceeds the employee's longevity allowance under Section 1 above. Effective with the first full pay period beginning on or after the date on which the employee's entitlement to longevity benefits under Section 3 below exceeds the employee's longevity allowance under Section 1 above, the employee shall begin to receive the longevity allowance provided for in Section 3 *below*.

Section 3 - Longevity Schedule post 7/15/10

The City longevity plan for all regular, full-time employees hired on or after July 15, 2010, shall be as follows:

After completion of 10 years of service - \$1,200 annually.
After completion of 15 years of service - \$1,800 annually.
After completion of 20 years of service - \$2,400 annually.
After completion of 25 years of service - \$3,000 annually.

These longevity allowances shall be paid by the City by adding same to the regular weekly or biweekly pay of the employee.

Article 26 - Wages

Section 1 - Cost of Living Adjustments

Effective October 1, 2024, all bargaining unit employees shall receive a 4% cost of living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay plan by 3%.

Effective October 1, 2025, all bargaining unit employees shall receive a 4% cost of living adjustment ("COLA") to their respective base hourly rates of pay. This pay increase will

increase the minimum and maximum of each pay classification by 2%.

Effective October 1, 2026, all bargaining unit employees shall receive a 4% cost of living adjustment ("COLA") to their respective base hourly rates of pay. This pay increase will increase the minimum and maximum of each pay classification by 2%.

The City shall conduct a pay and classification study prior to the expiration of this agreement in early 2027. Information from the study may be referenced during labor negotiations for the successor agreement.

Section 2 - Merit Pay

Effective each October 1 through the duration of this agreement, full-time bargaining unit employees shall be eligible for Merit Pay of up to maximum of 3% based on performance, but not to exceed the maximum of their pay classification. The amount of merit-based pay will be based on the employee performance evaluation overall average score as indicated on form in Appendix G. Employees who are topped out of pay at the maximum of their pay classification will receive a non-compounding lump sum merit payment that is associated with their overall average performance score.

- In the employee is close to maximum of the pay range and the merit increase would bring the employee over the maximum of the pay range (topped out), the employee will be brought to the maximum of the pay range and receive the remaining balance in a non-compounding lump sum payment that aligns with their average performance score.

Section 3 - Anniversary Date for Pay Adjustments

Demotions and reclassifications shall not alter the employee's pay adjustment anniversary date.

Section 4 - Shift Differential

Full-time employees in the following classifications - Water Operator Trainee, Water Operator, Equipment Operator (when operating a street sweeper), Parking Meter Technician, Pier Attendant, and Maintenance Worker (only in City's Parks and Recreation Department) - shall be entitled to Shift Differential as follows:

- (a) Full-time employees who are required to work on a shift where the majority of their regularly scheduled hours are worked after 4:00 p.m. and before 12:00 a.m. shall be paid a shift differential of seventy-five cents (\$1.50) per hour for those hours actually worked after 4:00 p.m. and before 12:00 a.m.
- (b) Full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 12:00 a.m. and before 8:00 a.m. shall be paid a shift differential of one dollar and twenty-five cents (\$2.50) per hour for those hours actually worked after 12:00 a.m. and before 8:00 a.m.
- (c) Maintenance Worker's and Fleet Management personnel on a split shift (i.e., four (4)

hours in the morning and four (4) hours in the afternoon/evening) do not work "the majority" of their regularly scheduled hours after 4:00 p.m. and before 12:00 a.m. Notwithstanding anything to the contrary in this Section 6, Maintenance Worker Is on a split shift shall be paid the Shift Differential of seventy-five cents (\$1.50) per hour for any regularly scheduled hours they work after 4:00 p.m. and before 12:00 a.m.

Section 5 - Part-Time Employee Leave Benefit

All regular part-time employees with at least one (1) year of continuous service shall receive up to 44 hours per year leave prorated based on the number of hours worked to be used at the reasonable discretion of the Department Director. All such leave shall be used within one (1) year and no carryover shall be permitted.

Section 6 - Allowance of Safety Day

(a) IUPAT and the City hereby agree to continue the practice of affording a "Safety Day" (consisting of eight (8) hours of paid leave to be used in increments of no less than four (4) hours) when those City employees listed on Appendix E of this Agreement do not have a Workers Compensation claim or at-fault accident in the preceding twelve (12) months. Any Safety Day that is afforded shall be used within the twelve (12) month period following the date on which the Safety Day is credited to an employee. No carryover of Safety Days shall be permitted.

(b) Employees hired on or after September 21, 2016 shall not be entitled to the benefit of a "Safety Day."

Section 7 - Driver Safety Incentive Pay Program

(a) Full-time employees in the classification of Driver Collector and Container Service worker are eligible for drive incentive pay. Eligible employees shall earn \$50 per month, up to \$600 annually, for each month that they achieve the following: (1) they have not had a chargeable accident and have not caused any property damage; (2) they maintain the cleanliness of assigned equipment; (3) they properly use personal protective equipment and tools; (4) are not subject to discipline; and (5) attend 100% of the applicable safety meetings. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee from safety meetings.

(b) Employees on light duty or on a paid or unpaid leave of absence for a period exceeding five business days will not qualify for incentive pay for any such month.

(c) Incentive pay will be distributed at the end of the fiscal year.

Section 8 - Task Force Pay

(a) Task Force Pay is defined as eight or ten hours of straight time pay in addition to holiday pay when an employee works the holiday.

1. An eight hour a day employee who works the holiday shall be paid eight hours holiday pay and eight hours of task force pay.

2. A ten hour a day employee who works the holiday shall be paid ten hours of holiday pay and ten hours of task force pay.
- (b) To receive Task Force Pay, an employee must work half of their normal work day (four hours or five hours depending upon assigned schedule).
- (c) Employee must work the scheduled day before and the scheduled day after the holiday to receive Task Force Pay. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee's absence from serving as a disqualifier.

Section 9: Emergency Pay

- (a) This policy will go into effect whenever an emergency is declared by the Mayor or City Manager (or their respective designees) when the Emergency Operations Center is in Full Activation. Emergency Pay will be granted whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees), when City Hall is closed.
- (b) Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.

1) Full time (non-exempt) employees

- a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.
- b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.
- c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.
- d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.
- e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

2) Part time (non-exempt) employees

- a) Employees who work during the declared emergency on a scheduled workday will be paid their regular hourly wages for time worked.

- b) Employees who work during the declared emergency when it is not their scheduled workday will be paid their regular hourly wages for the hours worked.
- c) Employees who are voluntarily confined for safety or non-job-related reasons on City grounds and are not performing any assigned duties will not be paid for the time spent on the premises.
- d) Part-time employees are generally not considered Emergency Support personnel unless such personnel perform a unique function not capable of being performed by a full-time employee.

During a declared emergency, non-exempt part-time employees will be paid for their regular scheduled work shift even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

(c) Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.

(d) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.

Article 27 - General Provisions

Section 1 - Comparable Cities

IUPAT and the City agree that when making comparisons between City and other employers with respect to wages, benefits or other terms and conditions of employment, both IUPAT and the City will use only the following municipal employers:

Boynton Beach
Delray Beach
Boca Raton

Pompano Beach
Margate
Sunrise

Article 28 - Entire Agreement

Section 1 - Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 - Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 29 - Savings Clause

Section 1 - Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 - Replacement Provision

In the event of such finding, the Parties, upon the written request of IUPAT, will meet within 30 calendar days to collectively bargain under *Florida Statutes* Chapter 447 to fashion a replacement provision.

Article 30 - Workplace Violence Prevention

Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner. They are expected to treat co-workers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that workplace violence, unprofessional and abusive behavior will not be tolerated in the workplace. With respect to the seriousness of this problem, the City has adopted a "zero tolerance" for incidents of workplace violence.

Section 1 - Purpose

To clearly set forth the City's position as it relates to violence or the threat of violence in the workplace. The purpose of this policy, coupled with training requirements, is: to increase employee awareness of the problems associated with incidents of workplace violence; to communicate the seriousness of acts of violence in the workplace; to minimize threats from both internal and external customers; to provide employees with a workplace that is relatively free from recognized hazards that are likely to cause death or serious physical/psychological harm; and, to establish systems for a proactive approach regarding workplace violence that could occur within the City.

Section 2 - Definitions

Workplace violence includes, but is not limited to physical attacks, threatening behavior,

harassment, or property damage. Listed below are some examples of workplace violence, their definitions, and the City's position:

- 1) Physical Attacks – unwanted or hostile physical contact with another person, (i.e. beatings, stabbing, suicides, near suicides, shootings, rapes, etc.).
- 2) Threatening Behavior – the expression of an intent to cause physical or mental harm or psychological trauma, (i.e. verbal abuse, obscene phone calls, etc.).
- 3) Harassment – involves acts or language (written or oral) by a party designed to damage or harm a second party, often involving verbal abuse.
- 4) Property Damage – damage to property which includes property owned by the City.
- 5) Deadly Weapons – includes all firearms, such as handguns, rifles, shotguns, explosive devices. Other objects or tools such as knives and other cutting utensils, bows and arrows, bats, brass knuckles, mace, pepper spray, tear gas, or tools such as axes, screwdrivers, hammers, may be considered deadly weapons when used in a violent, threatening, aggressive or offensive manner.
- 6) Zero Tolerance – All reported incidents shall be investigated, and action taken upon the results of the investigation. Employees at all levels are cautioned that appropriate action may include immediate termination after a first offense if just cause can be established.

Section 3 - Management Commitment

Violence in the workplace shall not be tolerated, and every effort shall be made to prevent violent incidents from occurring. This shall be accomplished by implementing a Workplace Violence Prevention Program/Policy that provides training and holds managers, supervisors, and employees accountable for their actions. All employees, and especially Department Directors, managers, supervisors, law enforcement personnel, and employee organization representatives are obligated to act individually and collectively to prevent, defuse, or mitigate actual or threatened violent behavior at work. The City is committed to full cooperation with law enforcement agencies to support criminal prosecution of any employee within or outside this organization who commits violent or threatening acts against the City. A copy of the City's policy on Workplace Violence Prevention will be distributed to all employees at mandatory training seminars and, in the case of newly-hired employees, they will be given specific instructions during orientation.

Section 4 - Responsibilities

The Director of Human Resources and Risk Management is designated as the City's Critical Incident Coordinator. The Coordinator is responsible for the coordination of the response to acts or threats of violence under this policy. The Coordinator may assemble Department Directors, managers, supervisors and other employees as deemed appropriate to constitute a Critical Incident Response Team. The Team may include a representative from the Human Resources Department, law enforcement agencies, Department Directors and others as selected by the Coordinator. The Coordinator is expected to assemble the Team, take action to manage the incident, and implement the City's Workplace Violence Prevention Policy. The Coordinator shall arrange the appropriate meetings, provide communication resources, reporting, record-keeping and training. As such, with all the above in place, the Team is enabled to assume its role in the response to violent incidents in the workplace efficiently and effectively.

Section 5 - Responsibilities of Critical Incident Coordinator

Receive reports of workplace violence incidents from Department Directors, managers, supervisors and employees. Immediately provide a briefing on the incident report to the City Manager. Make sure that records are maintained of the reported incident(s) of workplace violence.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Advise employees who seek assistance regarding violent behavior and make appropriate referrals. Directly refer an employee who does not seek assistance also. For example, employees may be referred to the Employee Assistance Program (EAP) or a medical professional.

Perform investigations and provide written recommendations to the City Manager, City Attorney, Department Directors, outside attorney(s), and other Management representatives.

Protect the confidentiality of workplace violence incidents as best as possible.

Section 6 - Responsibilities of Department Directors, Managers, and Supervisors

Have a professional responsibility to be held to a higher standard in setting positive examples to maintain a workplace free from violence or the threat of violence by their own behavior and demeanor at work.

Report workplace violence incidents immediately to one of the following: Department Director, Deputy or Assistant Department Head/Director, manager, supervisor or any Management representative as is deemed appropriate.

Document workplace violence incidents and report them to the appropriate staff.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Comply with all City and City Department procedures/guidelines relative to workplace violence prevention.

Section 7 - Training

The Human Resources Department shall seek to provide training that will bring awareness and convey the ramifications of workplace violence acts, and communicate clearly the City's position on workplace violence prevention.

Assist with the developing, implementing, and delivering workplace violence prevention training for all City employees. Training on workplace violence will focus on avoiding and preventing workplace violence related incidents. The training shall be of sufficient

length to address key areas as listed below.

- 1) City and City Department policies and procedures regarding workplace violence
- 2) Risk factors that cause or contribute to assaults
- 3) Abusive language, behavior, body language
- 4) Recognition of escalating behavior
- 5) Recognition of warning signs/situations that may lead to assaults
- 6) Multicultural diversity/sensitivity
- 7) Dealing with hostile people
- 8) Crisis Intervention techniques
- 9) Coordination of appropriate assistance with affected parties, such as victims, employees, or law enforcement personnel
- 10) Assessment of an employee's fitness for duty through medical professionals

Section 8- Incident Reporting

Any employee who becomes aware of an incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor or citizen must report it to the Department Director or appropriate Management representative.

In the cases of critical incidents in which serious threats or injury occurs with internal or external customers, call 911 immediately to obtain emergency responders such as Police and Fire Rescue personnel.

Section 9 - Protection from Retaliation

Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department Director.

Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation as a result of such a report. Any retaliation or harassment must be reported immediately to the Department Director and/or to the Director of Human Resources and Risk Management. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

Section 10 - Ban on Deadly Weapons

Possession, use, or threat to use a deadly weapon, including but not limited to all firearms and explosive devices, by a City employee is forbidden at any City job site, on City owned, leased or rented property, the beach, in City vehicles, or in private vehicles parked on City property. An exception is made when possession or use of such a weapon is necessary and is a City requirement of the job, such as with law enforcement officers. City employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon.

The City can request the cooperation of an employee to conduct a search of personal

property such as packages, briefcases, purses and similar containers as well as private vehicles parked on City property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from City premises if ordered to do so. Refusal to comply with an order to remove personal property from City premises may result in disciplinary action.

City supervisory and managerial staff have a right to enter or search City property with or without prior notice. City property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and E-mail. As a consequence, any area is subject to monitoring and/or search. Any misuse of City property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

Section 11 - Restraining Orders and Injunctions

Cases of City employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought.

In order to maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the Director of Human Resources and Risk Management as well as their supervisors immediately in these cases and provide a copy of the Order to the Human Resources Department. Even in the case where an employee has not yet secured a Court Order, but has reason to fear for his/her personal safety, reporting of these concerns to the supervisor, manager, Department Director, or the Director of Human Resources and Risk Management is of great importance.

Any employee who is subject to a Court Order in matters involving domestic violence, stalking or harassment, among other types of protective orders, including, but not limited to, Temporary Restraining Orders, may be placed on administrative leave, transferred or separated from service.

Section 12 - Coping with Workplace Violence Incidents / Additional Guidelines

The best method to cope with workplace violence is to avoid situations where violence is likely to occur. That is, with the expectation that all employees will conduct themselves in a professional, courteous and respectful manner at all times.

Department Heads/Directors, managers, and supervisors faced with a potentially violent situation should not allow a verbal altercation to escalate into a more serious situation.

When confronted with a violent situation between two (2) employees, an attempt should be made to separate the two people unless the manager or supervisor feels that other individuals would be endangered by such action.

If a violent or volatile situation occurs, call "9-1-1" immediately and thereafter, contact the Critical Incident Coordinator and the Department Director involved.

Once the immediate situation is controlled, the Critical Incident Coordinator, in cooperation with the Department Director, law enforcement, and others as needed, will conduct an investigation into the incident. The investigation shall include interviews with all parties involved and any witnesses, as well as obtaining written statements. Employees who are involved in such an investigation are required to cooperate.

The Department Director or his/her designee may order that the parties leave the work site immediately, with or without paid leave, depending on the circumstances and pending completion of the investigation. The Department Director shall contact the Critical Incident Coordinator for guidance on the appropriate method for such immediate action.

Employees involved in a workplace violence situation are entitled to be represented by IUPAT or counsel during the interviews or meetings. The Critical Incident Coordinator will also provide Department Directors with advice in cases where this policy has been violated and the employee is subject to possible disciplinary action.

Should an employee become the victim of an incident of workplace violence, the Critical Incident Coordinator or other authorized City Management representatives may offer the services of the Employee Assistance Plan (EAP) or other medical professionals to assist in coping with any effects of the incident.

In cases where employees violate this policy and it is determined in the investigation that the employee did in fact, commit a violent act, he/she may be formally referred to the EAP or a medical professional by the Critical Incident Coordinator (Director of Human Resources and Risk Management) or other authorized City Management representatives. The purpose of the EAP or medical professional referral is to determine the employee's psychological fitness for duty to perform his/her City job responsibilities. A return to work evaluation and release will be required through a medical professional. Unless mitigating circumstances exist, failure by the employee to keep any appointment with the EAP or the medical professional could result in disciplinary action up to and including termination.

Section 13 - Post Incident Response

Post incident response involves taking care of injured and/or affected employees and providing treatment for victims and employees who may be traumatized by involvement or by witnessing a violent incident. Department Directors, managers, and supervisors are responsible for ensuring that the injured employees receive prompt medical attention if needed. Counseling shall be made available to victimized employees through the EAP or medical professionals as is deemed appropriate.

Section 14 - Record Keeping

Record-keeping is of the utmost importance to the success of a workplace violence prevention program or policy. Maintaining good records is essential for evaluation, and is absolutely critical in determining the severity of problem areas, reviewing preventative actions, identifying trends, and helping to measure the success of workplace violence prevention initiatives. The confidentiality of workplace violence incidents will be maintained consistent with Florida Public Records Law.

Section 15 - Disclosure Statement

Employees who plead guilty, or nolo contendere (i.e., “no contest”), or who are convicted of felonies or misdemeanors (involving use of a weapon or physical violence), are required to disclose this information to their Department Directors and the Director of Human Resources and Risk Management within five (5) calendar days of the date of the Court action. This disclosure requirement applies even if the action took place in another State.

The policies established by this ordinance shall not be applicable to bargaining unit members until such time as the City has obtained a consent and waiver from the members’ union(s) to implement the policy as to their members or until the bargainable aspects of the policy have been resolved by bargaining or impact bargaining, if timely demanded by IUPAT.

Article 31 - Pension Benefits

Section 1 - Pension and Retirement Benefits

The City provides pension benefits for full-time permanent employees as set forth in Section 54-136 through 54-228 (defined benefit plan), and 54-331 and 54-332 (ICMA plan). All full-time employees of the City hired after January 1991 shall only be entitled to defined contribution benefits under the ICMA plan. Though the defined benefit plan is closed, employees who have previously timely elected to participate in the pension benefits provided for in the defined benefit plan may continue their participation in that plan. Before the expiration of this agreement, the City will conduct research only on the FRS pension plan.

Article 32 - Duration

Section 1 - Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2024 and shall continue in full force and effect through September 30, 2027.

Signature Page follows as Page 57 of 57 Pages

IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2024.

For:

**Local 1010 / District Council
78 International Union of
Painters and Allied Trades
[IUPAT]**

Richard Jones

Business Representative/Chief Negotiator
IUPAT District Council 78
1010

Vanessa Chiles

Chief Steward
IUPAT Local

For:

The City of Deerfield Beach, Florida [City]

Jacqui Lindsay

Chief Human Resources Officer
City of Deerfield Beach

Horace McHugh

Interim City Manager
City of Deerfield Beach

The Honorable Bill Ganz

Mayor

City of Deerfield Beach

Reviewed for Legal Sufficiency:

Anthony Soroka

City Attorney
City of Deerfield Beach

Appendix A
Bargaining Unit Classifications and Pay Grades

APPENDIX A

CLASS TITLE	GRADE	HOURLY MINIMUM	HOURLY MAXIMUM
ADMINISTRATIVE ASSISTANT	106	\$ 19.8013	\$ 31.6740
BACKFLOW TECHNICIAN	109	\$ 22.9225	\$ 36.6665
BUS DRIVER	104	\$ 17.9601	\$ 28.7291
BUS DRIVER PT	104	\$ 17.9601	\$ 28.7291
BUYER	112	\$ 26.5354	\$ 42.4459
CERTIFIED NURSING ASSIST. P/T	107	\$ 20.7911	\$ 33.2576
CERTIFIED NURSING ASST.	107	\$ 20.7911	\$ 33.2576
CONSTRUCTION ADMIN SPECIALIST	111	\$ 25.2716	\$ 40.4250
CREW LEADER	111	\$ 25.2716	\$ 40.4250
CROSS CONNECTION CONTROL SPEC	111	\$ 25.2716	\$ 40.4250
DRIVER COLLECTOR	109	\$ 22.9225	\$ 36.6665
DRIVER COLLECTOR - PART TIME	109	\$ 22.9225	\$ 36.6665
DRIVER COLLECTOR WILL CALL	109	\$ 22.9225	\$ 36.6665
ENGINEERING RECORDS SPECIALIST	113	\$ 27.8620	\$ 44.5683
ENGINEERING TECHNICIAN	113	\$ 27.8620	\$ 44.5683
ENGINEERING TECHNICIAN/UTILITY LOCATOR	107	\$ 20.7911	\$ 33.2576
EQUIPMENT OPERATOR	107	\$ 20.7911	\$ 33.2576
EQUIPMENT OPERATOR, SENIOR	109	\$ 22.9225	\$ 36.6665
FACILITIES ATTENDANT	109	\$ 22.9225	\$ 36.6665
FACILITIES TECHNICIAN	109	\$ 22.9225	\$ 36.6665
HVAC TECHNICIAN	110	\$ 24.0683	\$ 38.4997
INFRASTRUCTURE MAINTENANCE CREW LEADER	115	\$ 30.7183	\$ 49.1364
INSTRUMENT TECHNICIAN	113	\$ 27.8620	\$ 44.5683
INVENTORY CONTROL CLERK	112	\$ 26.5354	\$ 42.4459
INVENTORY COORDINATOR	107	\$ 20.7911	\$ 33.2576
IRRIGATION SPECIALIST	108	\$ 21.8306	\$ 34.9205
LANDSCAPE CREW LEADER	111	\$ 25.2716	\$ 40.4250
LANDSCAPE INSPECTOR	110	\$ 24.0683	\$ 38.4997
LEAD FACILITIES TECHNCIAN	111	\$ 25.2716	\$ 40.4250
LEAD STORMWATER TECHNCIAN	113	\$ 27.8620	\$ 44.5683
LEAD WATER OPERATOR	113	\$ 27.8620	\$ 44.5683
LICENSED PRACTICAL NURSE	110	\$ 24.0683	\$ 38.4997
LIFEGUARD - PART TIME	104	\$ 17.9601	\$ 28.7291
MAINTENANCE WORKER, SENIOR	108	\$ 21.8306	\$ 34.9205
MECHANIC I	110	\$ 24.0683	\$ 38.4997
MECHANIC II	112	\$ 26.5354	\$ 42.4459
MECHANIC III	113	\$ 27.8620	\$ 44.5683
OCEAN LIFEGUARD	109	\$ 22.9225	\$ 36.6665
OFFICE ASSISTANT - PART TIME	101	\$ 15.5149	\$ 24.8176
PIER ATTENDANT	102	\$ 16.2903	\$ 26.0580
PIER ATTENDANT - PART TIME	102	\$ 16.2903	\$ 26.0580
PLANT MECHANIC	110	\$ 24.0683	\$ 38.4997
PLANT TECHNICIAN	107	\$ 20.7911	\$ 33.2576
RECEPTIONIST/CASHIER CLERK	104	\$ 17.9601	\$ 28.7291
RECREATION COORDINATOR	109	\$ 22.9225	\$ 36.6665
RECREATION LEADER - PART TIME	102	\$ 16.2903	\$ 26.0580
REGISTERED NURSE PART TIME	112	\$ 26.5354	\$ 42.4459
SANITATION WORKER	104	\$ 17.9601	\$ 28.7291
SCADA SYSTEMS ANALYST	114	\$ 29.2555	\$ 46.7967
SENIOR CASHIER CLERK	105	\$ 18.8584	\$ 30.1656
SMALL ENGINE MECHANIC	110	\$ 24.0683	\$ 38.4997
STORMWATER MAINTENANCE SENIOR	110	\$ 24.0683	\$ 38.4997
STORMWATER MAINTENANCE TECH II	108	\$ 21.8306	\$ 34.9205
UTILITY BILLING SUPERIVSOR	111	\$ 25.2716	\$ 40.4250
UTILITY ELECTRICIAN	111	\$ 25.2716	\$ 40.4250
UTILITY ELECTRICIAN, SENIOR	113	\$ 27.8620	\$ 44.5683
VOLUNTEER COORDINATOR	108	\$ 21.8306	\$ 34.9205
WASTEWATER COLLECTION CREW LEADER	112	\$ 26.5354	\$ 42.4459

WASTEWATER SERVICE WORKER	108	\$	21.8306	\$	34.9205
WASTEWATER TECHNICIAN	107	\$	20.7911	\$	33.2576
WATER DISTRIBUTION CREW LEADER	112	\$	26.5354	\$	42.4459
WATER DISTRIBUTION SERVICE WORKER	108	\$	21.8306	\$	34.9205
WATER LABORATORY TECHNICIAN	110	\$	24.0683	\$	38.4997
WATER OPERATOR	111	\$	25.2716	\$	40.4250
WATER OPERATOR TRAINEE	109	\$	22.9225	\$	36.6665

Appendix B
City of Deerfield Beach IUPAT Grievance Form

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of IUPAT Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Steward, if applicable:	Signature of Steward, if applicable:	
Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.		

Step 1 Processing - Submission

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Steward if applicable:
The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.	

Step 1 Processing - Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Submission

Name of Department Head/Director:	
Date & Time submitted to, & received by, Department Head/Director (or designee):	
Signature of Department Head/Director (or designee):	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Response

Step 2 Grievance Answer by Department Head/Director:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Department Head/Director:	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Submission

Name of City's Chief Human Resources Officer:	
Date & Time submitted to, & received by, City's Chief Human Resources Officer (or designee):	
Signature of City's Chief Human Resources Officer (or designee):	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City's Chief Human Resources Officer:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City's Chief Human Resources Officer:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Submission

Name of City Manager:

Date & Time submitted to, & received by, City Manager (or designee):

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Response

Step 4 Grievance Answer by City Manager:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 5 Processing – Submission

If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (10) work days of Grievant's receipt of the City Manager's written answer at Step 4.

Appendix C
Medical Insurance

Effective January 1, 2025 – December 31, 2025 (Table 1)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	1339.85	92.76	5.39
	Employee + Spouse	75% / 25%	2813.70	324.66	18.85
	Employee + Child(ren)	75% / 25%	2545.74	293.74	17.05
	Employee + Family	75% / 25%	4287.55	494.72	28.72
Gold	Employee Only	90% / 10%	891.23	41.13	2.38
	Employee + Spouse	80% / 20%	1871.58	172.76	10.03
	Employee + Child(ren)	80% / 20%	1693.33	156.31	9.08
	Employee + Family	80% / 20%	2851.94	263.26	15.29
Silver	Employee Only	95% / 5%	704.23	16.25	.94
	Employee + Spouse	80% / 20%	1488.93	137.44	7.98
	Employee + Child(ren)	80% / 20%	1346.26	124.27	7.21
	Employee + Family	80% / 20%	2273.65	209.88	12.19

Appendix C
Medical Insurance

Effective January 1, 2026 – December 31, 2026 (Table 2)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Gold	Employee Only	90% / 10%	TBD	TBD	TBD
	Employee + Spouse	80% / 20%	TBD	TBD	TBD
	Employee + Child(ren)	80% / 20%	TBD	TBD	TBD
	Employee + Family	80% / 20%	TBD	TBD	TBD
Silver	Employee Only	100% / 0%	TBD	TBD	TBD
	Employee + Spouse	85% / 15%	TBD	TBD	TBD
	Employee + Child(ren)	85% / 15%	TBD	TBD	TBD
	Employee + Family	85% / 15%	TBD	TBD	TBD

Appendix C
Medical Insurance

Effective January 1, 2027 – December 31, 2027 (Table 3)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Gold	Employee Only	90% / 10%	TBD	TBD	TBD
	Employee + Spouse	80% / 20%	TBD	TBD	TBD
	Employee + Child(ren)	80% / 20%	TBD	TBD	TBD
	Employee + Family	80% / 20%	TBD	TBD	TBD
Silver	Employee Only	100% / 0%	TBD	TBD	TBD
	Employee + Spouse	85% / 15%	TBD	TBD	TBD
	Employee + Child(ren)	85% / 15%	TBD	TBD	TBD
	Employee + Family	85% / 15%	TBD	TBD	TBD

Appendix D
Dental Insurance

Effective January 1, 2025- December 31, 2025 (Table 1)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	\$37.20	\$1.72
	Employee + Spouse	50% / 50%	\$74.40	\$17.17
	Employee + Child(ren)	50% / 50%	\$81.60	\$18.83
	Employee + Family	50% / 50%	\$86.32	\$19.92

Effective January 1, 2026- December 31, 2026 (Table 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD	TBD
	Employee + Spouse	50% / 50%	TBD	TBD
	Employee + Child(ren)	50% / 50%	TBD	TBD
	Employee + Family	50% / 50%	TBD	TBD

Effective January 1, 2027- December 31, 2027 (Table 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD	TBD
	Employee + Spouse	50% / 50%	TBD	TBD
	Employee + Child(ren)	50% / 50%	TBD	TBD
	Employee + Family	50% / 50%	TBD	TBD

Appendix E
Vision Insurance

Effective January 1, 2025- December 31, 2025 (Table 1)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	\$4.35	\$0.20
	Employee + Spouse	50% / 50%	\$9.36	\$2.16
	Employee + Child(ren)	50% / 50%	\$10.20	\$2.35
	Employee + Family	50% / 50%	\$15.16	\$3.50

Effective January 1, 2026- December 31, 2026 (Table 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	TBD	TBD
	Employee + Spouse	50% / 50%	TBD	TBD
	Employee + Child(ren)	50% / 50%	TBD	TBD
	Employee + Family	50% / 50%	TBD	TBD

Effective January 1, 2027- December 31, 2027 (Table 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	TBD	TBD
	Employee + Spouse	50% / 50%	TBD	TBD
	Employee + Child(ren)	50% / 50%	TBD	TBD
	Employee + Family	50% / 50%	TBD	TBD

Appendix F
IUPAT Classifications Eligible for “Safety Day”

8 hour safety day

Backflow Technician
Bus Driver
Container Serviceworker
Crew Leader
Cross Connection Control Specialist
Driver Collector
Equipment Operator
Equipment Operator Senior
Facilities Technician
Infrastructure Maintenance Crew Leader
Irrigation Specialist
Landscape Crew leader
Landscape Technician
Lead Facilities Technician
Maintenance Landscaper
Maintenance Worker
Maintenance Worker Senior
Sanitation Worker
Stormwater Maintenance
Stormwater Technician Senior
Utility Locator Technician
Wastewater Collection Crew Leader
Water Distribution Crew Leader
Water Plant Crew Leader Wastewater Service Worker
Water Distribution Service Worker

4 hour safety day

Engineering Technician
Instrument Technician
Utility Electrician
Utility Electrician Senior
Water Laboratory Technicians
Plant Mechanic

Appendix G

Performance Evaluation Form



City of Deerfield Beach Annual Performance Evaluation Form Staff / Non-Supervisory

Employee Name:		
Department:		
Job Title:		
Appraising Supervisor/Manager/Director:		
Evaluation Type: Annual / Probationary		
Evaluation Period:	From:	To:
Date Completed:		

Purpose: The annual performance evaluation process provides an opportunity to give honest feedback and create positive dialogue between the employee and supervisor. This dialogue can improve performance where necessary, increase employee engagement, determine training, clarify expectations, evaluate goals, provide strong recognition and encouragement and create tangible paths for employee growth and advancement rooted in accountability.

SECTION 1: Core Values & Behavioral Competencies

The following behavioral competencies align with the City's **SHARP Core Values** to which all City employees shall be accountable for displaying. These behavioral competencies are embedded within the essential functions of your position and are included as part of your evaluation criteria.

Service Honesty Accountability Respect Professionalism

Communication: Delivers and encourages clear, honest, and timely communication with staff and leadership. Strengthens overall management capacity by ensuring good internal communication. Effectively and persuasively communicates information both verbally and in writing through reports, memos, correspondence, presentations, and discussions.

Decision Making / Problem Solving: Exercises sound judgment to minimize liability and risk to the City. Finds solutions within the appropriate scope of responsibility or authority. Makes decisions based on rational, objective standards. Takes appropriate action to deal with administrative, technical and operational problems.

Interpersonal Relationships: Maintains constructive relationships with colleagues and effectively resolves conflicts. Promotes positive work environment and employee morale. Demonstrates adaptability when dealing with different personalities and difficult situations.

Professionalism: Displays enthusiasm, professionalism, adaptability. Reflects ethical standards, integrity and acts as a role model. Is trustworthy, reliable, and consistent in communicating. Maintains confidentiality of sensitive information.

Performance Ratings:

4 – Outstanding (W.O.W)	Performance clearly distinguished, consistently exceeding expected results, significantly contributing to the organization
3 – Successful	Performance is completely satisfactory, meeting, and occasionally exceeding, the expectations of the position.
2 – Developing	Performance approaches the job requirements, a number of expectations not achieved, further development needed.
1 – Unsatisfactory	Performance is far below acceptable standards; immediate attention is required.

INSTRUCTIONS: This Performance Evaluation Form consists of nine (9) job related essential functions and traits. Examples of performance and/or comments are required in each category along with the score that you believe best represents the employee's performance during the evaluation period.

- All evaluation forms shall be reviewed by Department Directors before meeting with the employee.
- Evaluations with an overall average score at or below 2.4 or 3.5 or above must be reviewed by the Human Resources Director before meeting with the employee.

SECTION 2: Essential Functions, Skills and Knowledge

A. Accountability (*link to core competency – communication & professionalism*):

- Assumes ownership of tasks and completes them with minimal supervision and without prompting.
- Reports to supervisor on a timely basis regarding progress, problems, and resolutions.
- Exercises discretion and maintains confidentiality regarding sensitive information about residents, employees, vendors, and City projects.
- Demonstrates a strong work ethic and integrity in daily performance.
- Meets attendance and punctuality requirements.

Examples of Performance / Comments:

Score

B. Adaptability / Flexibility (*link to core competency – professionalism*):

- Learns new methods and work processes quickly and easily.
- Adjusts to changing priorities, responsibilities, and work conditions, and unexpected increase in workflow.
- Adjusts to changes in organizational structure with professionalism and flexibility.
- Performs well under pressure or in unusual or unexpected situations.

Examples of Performance / Comments:

Score

C. Communication Skills (*link to core competency – communication & interpersonal relationships*):

- Builds and maintains positive work relationships.
- Conveys ideas, information, and opinions to others in a clear and concise manner, and provides explanations where appropriate.
- Listens attentively to the comments or questions of others and provides appropriate feedback and direction.
- Utilizes active listening skills, understands what is being said, and rephrases thoughts and ideas to ensure mutual understanding.
- Communicates appropriately at all levels of the organization.

Examples of Performance / Comments:

Score

▪ Demonstrates specific job knowledge and required skills as outlined in job description and applies them appropriately. ▪ Contributes to the "Big Picture" goals and long-term vision. ▪ Uses time effectively to complete work on schedule. ▪ Learns and retains new information. ▪ Proficient with technology, equipment, and processes required for the job. ▪ Effectively manages and completes multiple responsibilities/assignments simultaneously. ▪ Complies with City and departmental policies and procedures.	
<u>Examples of Performance / Comments:</u>	<u>Score</u>
I. Problem Solving (<i>link to core competency – decision making and problem solving</i>): ▪ Uses available resources and information to complete assignments. ▪ Successfully gathers and analyzes information, develops alternative solutions, and exercises sound judgment in taking action where appropriate. ▪ Successfully resolves problems on a timely basis. ▪ Recognizes potential problems and acts to prevent them.	
<u>Examples of Performance / Comments:</u>	<u>Score</u>
J. Quality / Quantity of Work (<i>link to core competency – professionalism</i>) ▪ Produces thorough, accurate, and reliable work. ▪ Learns from mistakes and applies new knowledge. ▪ Meets completion date requirements for assignments and projects. ▪ Follows established City and departmental policies and procedures when completing assignments.	
<u>Examples of Performance / Comments:</u>	<u>Score</u>
K. Safety & Risk Management (<i>linked to core competency – communication & decision making and problem solving</i>) ▪ Utilizes safety techniques, skills, and personal protective equipment in a manner consistent with training. ▪ Abides by City safety policies and other regulations. ▪ Acts proactively to reduce risk and safety hazards in the work environment. ▪ Advises management of situations that could escalate and/or create risk for the City.	
<u>Examples of Performance / Comments:</u>	<u>Score</u>

SECTION 2 Scoring Table	
Total Section Score <i>All categories being rated</i>	
Average Score <i>Total score divided by number of categories rated</i>	
Scoring Scale: Pay increase percentage associated to <u>Average Score</u> 1.0 – 2.4 = 0% 2.5 – 2.9 = 1% 3.0 – 3.4 = 2% 3.5 – 4.0 = 3%  <i>Topped out employees will receive a one-time payment based on the percentage associated with the average score</i>	
Pay Change Effective Date	<i>Pay changes that results from the performance evaluation will be effective on the anniversary or position change date.</i>
Probation	2.5 or above is satisfactory performance 2.4 or below is not satisfactory and may need a PIP

SECTION 3: Functional Goals & Professional Development

Functional Goal – job related tasks or projects that serve the goals of the department and/or City

Professional Development Goal – professional development activities that expand the individual's education, qualifications, knowledge, skills or abilities, that relate to the employee's current position or possible future career advancement.

SECTION 4: Additional Comments (Optional)

Employee Comments:

Manager Comments:

SECTION 5: Acknowledgement & Signatures

	Signatures	Print	Date
Manager/Appraiser			
Department Director			
Human Resources Director			
Employee			



City of Deerfield Beach
Annual Employee Self-Assessment Form
Staff / Non-Supervisory

Employee Name:

Department:

Job Title:

Evaluation Type: Employee Self-Assessment

Evaluation Period:

From:

To:

Date Completed:

Purpose: This employee feedback provides an opportunity for you to be engaged in the performance evaluation process. It gives you a proactive way to share in your own words, the items you believe were successfully accomplished within the evaluation period and conversely, the items that you believe further development may be needed. Your supervisor will use your feedback to complete your evaluation form for the appropriate evaluation period.

SECTION 1: Core Values & Behavioral Competencies

The following behavioral competencies align with the City's **SHARP Core Values** to which all City employees shall be accountable for displaying. These behavioral competencies are embedded within the essential functions of your position and will be included as part of your evaluation criteria. This evaluation shall be completed in accordance with the City's SHARP Core Values.

Service Honesty Accountability Respect Professionalism

Communication: Delivers and encourages clear, honest, and timely communication with staff and leadership. Strengthens overall management capacity by ensuring good internal communication. Effectively and persuasively communicates information both verbally and in writing through reports, memos, correspondence, presentations, and discussions.

Decision Making / Problem Solving: Exercises sound judgment to minimize liability and risk to the City. Finds solutions within the appropriate scope of responsibility or authority. Makes decisions based on rational, objective standards. Takes appropriate action to deal with administrative, technical and operational problems.

Interpersonal Relationships: Maintains constructive relationships with colleagues and effectively resolves conflicts. Promotes positive work environment and employee morale. Demonstrates adaptability when dealing with different personalities and difficult situations.

Professionalism: Displays enthusiasm, professionalism, adaptability. Reflects ethical standards, integrity and acts as a role model. Is trustworthy, reliable, and consistent in communicating. Maintains confidentiality of sensitive information.

Employee Self-Assessment Instructions

Please provide input and feedback on the examples of performance, highlights, accomplishments and areas for future development for each the essential functions listed in Section 2. Your input and feedback will be used to assist your supervisor/manager/director in completing your evaluation and address any future needs.

SECTION 2: Essential Functions, Skills and Knowledge

A. Accountability (*link to core competency – communication & professionalism*):

- Assumes ownership of tasks and completes them with minimal supervision and without prompting.
- Reports to supervisor on a timely basis regarding progress, problems, and resolutions.
- Exercises discretion and maintains confidentiality regarding sensitive information about residents, employees, vendors, and City projects.
- Demonstrates a strong work ethic and integrity in daily performance.
- Meets attendance and punctuality requirements.

Examples of Performance / Comments:

B. Adaptability / Flexibility (*link to core competency – professionalism*):

- Learns new methods and work processes quickly and easily.
- Adjusts to changing priorities, responsibilities, and work conditions, and unexpected increase in workflow.
- Adjusts to changes in organizational structure with professionalism and flexibility.
- Performs well under pressure or in unusual or unexpected situations.

Examples of Performance / Comments:

C. Communication Skills (*link to core competency – communication & interpersonal relationships*):

- Builds and maintains positive work relationships.
- Conveys ideas, information, and opinions to others in a clear and concise manner, and provides explanations where appropriate.
- Listens attentively to the comments or questions of others and provides appropriate feedback and direction.
- Utilizes active listening skills, understands what is being said, and rephrases thoughts and ideas to ensure mutual understanding.
- Communicates appropriately at all levels of the organization.

Examples of Performance / Comments:

D. Conduct and Professionalism (*link to core competency – professionalism*):

- Embraces the City's core values.
- Acts in a way that supports City and department goals and objectives.
- Treats others, both internally and externally, with respect, courtesy, and dignity.
- Represents the City in a positive and professional manner.

Examples of Performance / Comments:

E. Cooperation / Teamwork (*link to core competency – interpersonal relationships & professionalism*):

- Places the goals of the department ahead of individual goals when needed.

▪ Works as part of the team, helps to meet group goals, and contributes to the overall group performance. ▪ Communicates issues effectively and diplomatically to promote team objectives. ▪ Accepts and acts on constructive feedback. ▪ Interacts effectively with coworkers across all City departments. ▪ Demonstrates a willingness to listen and be open-minded with others.
<u>Examples of Performance / Comments:</u>
F. Customer Service (<i>link to core competency – communication & professionalism</i>): ▪ Listens to and understands the needs of the customer (internal or external). ▪ Responds to requests in a courteous, respectful, and timely manner. ▪ Makes every effort to achieve a positive customer experience and reasonable outcome.
<u>Examples of Performance / Comments:</u>
G. Initiative (<i>link to core competency – professionalism</i>): ▪ Offers helpful suggestions to improve what we do and how we do it. ▪ Puts in extra effort without being asked. ▪ Seeks greater responsibility. ▪ Recognizes and reports conditions or situations of concern within the City. ▪ Seeks and participates in professional development opportunities.
<u>Examples of Performance / Comments:</u>
H. Job Proficiency (<i>link to core competency – professionalism & decision making and problem-solving</i>): ▪ Demonstrates specific job knowledge and required skills as outlined in job description and applies them appropriately. ▪ Contributes to the "Big Picture" goals and long-term vision. ▪ Uses time effectively to complete work on schedule. ▪ Learns and retains new information. ▪ Proficient with technology, equipment, and processes required for the job. ▪ Effectively manages and completes multiple responsibilities/assignments simultaneously. ▪ Complies with City and departmental policies and procedures.
<u>Examples of Performance / Comments:</u>

I. Problem Solving (<i>link to core competency – decision making and problem solving</i>): ▪ Uses available resources and information to complete assignments. ▪ Successfully gathers and analyzes information, develops alternative solutions, and exercises sound judgment in taking action where appropriate. ▪ Successfully resolves problems on a timely basis. ▪ Recognizes potential problems and acts to prevent them.
<u>Examples of Performance / Comments:</u>
J. Quality / Quantity of Work (<i>link to core competency – professionalism</i>): ▪ Produces thorough, accurate, and reliable work. ▪ Learns from mistakes and applies new knowledge. ▪ Meets completion date requirements for assignments and projects. ▪ Follows established City and departmental policies and procedures when completing assignments.
<u>Examples of Performance / Comments:</u>
K. Safety & Risk Management (<i>linked to core competency – communication & decision making and problem solving</i>): ▪ Utilizes safety techniques, skills, and personal protective equipment in a manner consistent with training. ▪ Abides by City safety policies and other regulations. ▪ Acts proactively to reduce risk and safety hazards in the work environment. ▪ Advises management of situations that could escalate and/or create risk for the City.
<u>Examples of Performance / Comments:</u>

SECTION 3: Functional Goals & Professional Development

<u>Functional Goal – job related tasks or projects that serve the goals of the department and/or City</u>
--

Professional Development Goal – *professional development activities that expand the individual's education, qualifications, knowledge, skills or abilities, that relate to the employee's current position or possible future career advancement.*

SECTION 4: Acknowledgement & Signatures

	Signatures	Print	Date
Employee			

Note: This document does not go into the HR personnel file.



IUPAT Conference Reimbursement Form

Employee Name	
Department	
Unit Name / Division Name	
Department Account Code	
Date of Event	
Description of Meeting/Conference:	
Employee Hourly Rate of Pay	
Total Reimbursement Amount	

Employee Signature: _____

Director Signature: _____

Submit completed forms to the IUPAT representative below. Forms should be submitted within two weeks of the date of the event.

IUPAT Contact Name:	Richard Jones
IUPAT Email Address:	rjones@dc78.org

Make Check Payable To: City of Deerfield Beach
 150 NE 2nd Avenue, Deerfield Beach, FL 33441
 Attn: Financial Services Department



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-521

Agenda Date: 10/15/2024

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, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2024 through September 30, 2027; authorizing the Interim City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and ratifies the tentatively agreed to Collective Bargaining Agreement ("Agreement") between the City of Deerfield Beach (the "City") and the Professional Manager and Supervisors Association (the "Union"), effective October 1, 2024 through September 30, 2027.

Current Activity

On October 2nd, the Union conducted a ratification vote and ratified the Agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded, subject to the reopened provisions therein.

A redlined version of the agreement is included in the backup showing the changes made from the previous agreement. See also the enclosed Memo from Human Resources.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION IN EFFECT FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and the Professional Managers and Supervisors Association (“PMSA”) (collectively, the “Parties”) desire to ratify a successor Collective Bargaining Agreement (“CBA”) effective October 1, 2024 through September 30, 2027, which sets forth the terms and conditions of employment for the bargaining unit comprising the City’s supervisory employees; and

WHEREAS, the Parties requested that negotiations commence for a successor CBA; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, the City desires to ratify the CBA as set forth in the attached Exhibit “A,” which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted by PMSA, the bargaining unit represented by PMSA ratified the CBA; and

WHEREAS, the attached CBA must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

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 CBA, attached as Exhibit “A.”

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Horace McHugh, Interim City Manager

FROM: Jacqui Lindsay, Director of Human Resources and Risk Management

DATE: October 4, 2024

RE: Collective Bargaining Agreement – Professional Manager and Supervisors Association (Tentative 2024 – 2027 Successor Agreement)

RECOMMENDATION

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the tentatively agreed-upon Collective Bargaining Agreement (“Agreement”) between the City of Deerfield Beach (“the City”) and the Professional Manager and Supervisors Association (“Union”), effective October 1, 2024 through September 30, 2027.

On October 2, 2024, the Union conducted a ratification vote and ratified the Agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded.

The following items of significance have been summarized for the Commission’s convenience.

AGREEMENT HIGHLIGHTS AND SUMMARY

The agreement is for a three (3) year term, effective October 1, 2024 through September 30, 2027.

- **Wages**
 - Employees will generally receive between a 0% - 3% merit increase each year for their work performance as demonstrated on the annual performance evaluation form with corresponding overall performance rating score.
 - Effective October 1, 2024, bargaining unit employees will receive a four percent (4%) cost of living adjustment (“COLA”) to their respective base hourly rates. There will be a three percent (3%) adjustment to the minimum through maximum pay ranges for the classifications in the City’s pay plan.
 - Effective October 1, 2025, bargaining unit employees will receive a four percent (4%) cost of living adjustment (“COLA”) to their respective base

- hourly rates. There will be a two percent (2%) adjustment to the minimum through maximum pay ranges for the classifications in the City's pay plan.
 - Effective October 1, 2026, bargaining unit employees will receive a four percent (4%) cost of living adjustment ("COLA") to their respective base hourly rates. There will be a two percent (2%) adjustment to the minimum through maximum pay ranges for the classifications in the City's pay plan.
 - To aligned with industry standards, in early 2027, the City will engage in a pay plan study and have information available prior to labor negotiations for the successor agreement.
- **Insurance**
 - For 2025 – Medical, Dental and Vision will remain the same with three (3) plan options (Silver, Gold, Platinum), using the percentage-based cost sharing split as outlined in Article 21. There is an approximate 6.2% increase in the medical plan.
 - In 2026 and 2027 – Medical plan will offer two (2) plan offers (Silver and Gold), using the percentage-based cost sharing split outlined in Article 21. Dental and Vision cost will be updated each year to address and cost change based on provider negotiated information.
 - **Performance Evaluations**
 - Established a new performance management program which includes the use of an employee self-assessment step within the process.
 - New performance evaluation forms were created and a new rating/scoring criterion was created in association with the new process.
 - Topped out employees will receive a one-time payment associated with their corresponding overall performance rating score.

EXHIBIT A



2024 - 2027

**Collective Bargaining Agreement
between**

**Professional Manager and Supervisors Association
[PMSA]**

and the

City of Deerfield Beach [City]

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2024 - 2027
Collective Bargaining Agreement Between the
Professional Manager and Supervisors Association [PMSA] and the
City of Deerfield Beach [City]

Article 1 - Preamble

Section 1 - Preamble

This Agreement is made and entered into by the **Professional Managers and Supervisors Association**, hereinafter referred to as “**the PMSA**” or “**the Association**”, and the **City of Deerfield Beach, Florida**, hereinafter referred to as “**City**”. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 - Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, the PMSA and City agree as follows:

Article 2 - Recognition

Section 1 - Recognition of Bargaining Unit

City recognizes the PMSA as the exclusive bargaining agent for the purpose of collectively bargaining wages, hours and terms and conditions of employment and all other mandatory and permissible subjects of bargaining under Florida Statutes Chapter 447 for full-time City employees covered by this Agreement.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed in the Florida Public Employees Relations Commission (F-PERC) Certification No. 1767, subject to a unit

clarification by the parties. The composition of unit, as may be clarified by the parties from time to time, shall be reflected in in Appendix A of this Agreement.

Section 3 - Changes in Job Responsibilities

(a) In the event of the renaming, reclassification or reallocation of a classification covered by this Agreement, the Association shall be given no less than 14 calendar days' notice of such change in classification.

(b) In the event of the creation of a new classification, the Association shall be given no less than 14 calendar days' notice of the creation of such classification. Should any such newly created classification fall within the community of interest of the collective bargaining unit, such classification shall automatically be considered part of the collective bargaining unit.

(c) If a dispute arises regarding either Paragraphs (a) or (b) of this Section, the matter shall be submitted to and resolved by the F-PERC in accordance with its rules and procedures.

Section 4 - Definitions

City Commission: Collectively refers to the elected body including the Mayor, Vice Mayor and City Commissioners of the City of Deerfield Beach, Florida.

City Department Director(s): Refers to the City Administrator with responsibility for one of the City Departments recognized in the City Fiscal Year Budget or such administrator's designee.

Calendar Day(s): A 24 hour period reckoned from midnight until midnight.

City Manager: The individual appointed as the City Manager for the City of Deerfield Beach, Florida or his/ her designee.

City's Personnel Rules and Regulations: Refers to the City's Employees Handbook.

Employee(s): A person hired to a full-time, budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Fiscal Year: The City's fiscal year begins on October 1 and ends on September 30 of each year.

F-PERC: The Florida Public Employees Relations Commission.

Normal Work Day(s): A Work Day consisting of seven (7), eight (8) or ten (10) hours scheduled work.

Normal Work Week: A work week of 40 scheduled hours of work consisting of five (5) 8- hour days or four (4) 10-hour days.

PMSA: Refers to the Professional Managers and Supervisors Association, referred to herein either as “the PMSA” or “the Association.”

Work Day(s): Shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered “work days” for any purposes under this Agreement.

Article 3 - Non-Discrimination

Section 1 - Non-Discrimination

The PMSA and the City shall not discriminate against any employee covered by this Agreement because of race, color, sex, age, national origin, religion, disability, political opinions or affiliations, or as may otherwise be prescribed by the Federal, State or local law.

Section 2 - Discrimination on Membership

The PMSA and the City shall not discriminate against, interfere with or coerce and employee covered by this Agreement because of membership or non-membership in the PMSA.

However, the Association is not responsible for representing non-dues paying employees in any matters other than collective bargaining between the Parties to this Agreement.

Section 3 – Dual Filing Prohibition

In the event that an employee files a grievance alleging a violation of this Article, and files a complaint/charge in another forum making the same allegation, the grievance shall be nullified, and the other forum shall have exclusive jurisdiction.

Article 4 - Management Rights

Section 1 - Management Rights

The PMSA recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. The City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units or

organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, positions, classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods and services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 - Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Section 3 - Notice of Intent re Privatization/Contracting-Out

City shall provide the PMSA with written notice of the City's intent to privatize/contract-out any work of the bargaining unit no less than 30 calendar days prior to the date on which the privatization/contracting out is anticipated to occur.

Section 4 - English Language Requirement

The parties agree that any applicant for employment or promotion must be able to converse and be understood in spoken English and be able to read and write in English sufficient to discharge the interpersonal communications responsibilities of the classification for which he/she is applying or seeking promotion.

Article 5 - Association Rights

Section 1 - Rights of Employees

(a) Employees covered by this Agreement shall have the rights to which they are entitled by the Constitution of the United States, the Constitution of the State of Florida, and the City's Personnel Rules and Regulations. The City's current Personnel Rules and Regulations are deemed incorporated in their entirety into this Agreement. Any differences or conflicts between the City's Personnel Rules and Regulations and the provisions of this Agreement will be resolved on the basis of the provisions of this Agreement.

(b) Employees shall have the right to join or not to join the PMSA and to engage in lawful activities for the purposes of collective bargaining free from restraint, coercion, discrimination or reprisal.

(c) Employees shall be provided a copy of his/her Classification Description in response to such employee's written request of City's Human Resources Department.

(d) There shall be only one (1) official personnel file for each employee covered by this Agreement to be maintained by the City's Human Resources Department in accordance with *Florida Statutes* Chapter 119.

(e) No material adverse to an employee shall be placed in his/her official personnel file unless the employee has been afforded an opportunity to review such material. The employee shall acknowledge his/her review of such material and affix his/her signature to such material, understanding that the employee's signature merely acknowledges his/her review of the material, not that the employees necessarily agrees with the content of such material.

Employees shall have 10 calendar days in which to provide a written response to any adverse material placed in the employee's official personnel file. In such event, the written response shall be attached to the adverse material placed in the employee's official personnel file. Receipt of any such written response shall not be considered a grievance regarding the adverse material for any purposes under this Agreement.

(f) Upon appropriate request and scheduling by an employee, the City's Human Resources Department shall permit an employee to review his/her official personnel file and shall provide copies of any material requested by the employee for a reproduction fee in accordance with applicable State law.

Section 2 - Rights of the Association

The PMSA shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Article 6 - Prohibition of Strikes

Section 1 - No Strikes

Neither the PMSA, any officer or agent of the PMSA, nor any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement, except as to the question of fact.

Section 2 - Association Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, the PMSA shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and the PMSA (if the PMSA shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by the City or other individual or entity affected as a result of a violation of the provisions of this Article in accordance with the law.

Article 7 - Association Business

Section 1 - Employee Roster

The City shall regularly provide to the Union, no less than once per month electronically, a roster of bargaining unit employees containing first and last names, home address, cell phone numbers, work emails, position titles, department, date of hire, hourly rate, full time/part time of all employees covered by this Agreement contained in separate fields and in an Excel format. The City shall respond to any such request to the extent that information is publicly available pursuant to Florida Statutes chapter 119.

Section 2 - Association Business

The City agrees to allow the PMSA's Chief Delegate or his/her designated representative to be released from duty without pay to attend conventions, seminars and

meetings. This time will be limited to two (2) events per calendar year as designated by the PMSA.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

Section 3 - Bulletin Boards

(a) Bulletin board space shall be provided by the City upon which the PMSA may place non-controversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate Association business. The PMSA shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

- City Hall
- Water Plant
- Parks and Recreation Department (including Aquatics Office, Athletics Office, Pier, Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)
- Central City Campus (Buildings A and B)
- Ocean Rescue Headquarters
- Active Aging
- Mitigation Operations Center (MOC)

(b) All costs incident to the preparing and posting of PMSA materials will be borne by the PMSA. The PMSA is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Section 4 - Negotiations

The City agrees that there shall be no loss of pay for three (3) employees serving as members of the PMSA's negotiating team, provided such negotiation sessions are held at mutually agreed times during the employees' normal working hours.

If the composition of the negotiating team impacts the City's operations due to their collective absence from work, the applicable Department Director reserves the right to deny an employee's ability to attend the session. In such an event, the PMSA may use an alternate team member. A team member may not be unreasonably denied the ability to attend a negotiation session.

Section 5 - Association Delegates

(a) The PMSA may appoint one (1) Chief Delegate and up to a maximum of four (4) Shop Delegates whose names shall be indicated in writing to the City's Director of

Human Resources and Risk Management. Appointments shall not be effective until receipt of notice by the City.

(b) Employees who are selected as a Chief Delegate or as a Shop Delegate shall perform duties for the PMSA on their own time. However, the City recognizes that instances will arise in which it will become necessary for the Chief Delegate and Shop Delegates to perform their duties on City time. Except in emergency conditions, the Chief Delegate's and Shop Delegates' immediate supervisor may grant permission to perform these duties on City time with the understanding that the Chief Delegate and Shop Delegates shall return promptly to their regular assigned duties. A supervisor's permission shall not be unreasonably withheld.

Section 6 - Location for PMSA Business

The City agrees that the PMSA may have access to a room in a City facility at mutually agreed upon times and dates to conduct PMSA business.

Section 7 - Requests for Documents

City agrees to make available electronically, the following documents:

- (a) City Commission Agenda with specifically requested back-up material for agenda items related to the PMSA and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.
- (b) Proposed budget, existing budget, budget statements and year-end financial statements.
- (c) Minutes of City Commission meetings.

Section 8 - Copies of Agreement

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website.

Article 8- No Solicitation

Section 1 - No Solicitation

Consistent with *Florida Statutes* Chapter 447, employees covered by this Agreement, the PMSA, and representatives of the PMSA shall not solicit employees for any purposes during work hours or on City premises.

Article 9- Seniority

Section 1 - City Seniority

Each full-time employee shall have City Seniority based on the employee's first day of current continuous employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

Section 2 - Department Seniority

Each full-time employee shall have Department Seniority based on the employee's first day of current continuous employment in their City Department.

Section 3 - Classification Seniority

Each full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Section 4 - Loss of Seniority

Employees shall lose City Seniority, Department Seniority and Classification Seniority in the event the employee: (a) is terminated from employment for Just Cause; (b) is administratively separated from City service pursuant to Article 19, Section 6 of this Agreement; (c) retires; (d) resigns from employment; or (d) is on layoff for more than 18 months.

Article 10 - Promotions/Reclassifications/Transfers

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a full-time employee to a job classification and higher pay grade based within the bargaining unit on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 - Posting of Vacancies

All vacancies within the bargaining unit for full-time employment will be posted in each City Department and on the City's website, except those vacancies involving a reorganization, and when a vacancy is filled by transfer in accordance with Section 7 herein. In the event a vacancy is filled via transfer, the resulting vacancy created by the move will be subject to the posting requirement. Notices shall include the classification title, rate of pay, City Department, and the minimum requirements of the classification. Such posting shall be for a period of at least five (5) work days. A copy of the notice shall also be sent to the PMSA's Chief Delegate.

Section 3 - Employee Applications

During the period of posting, employees who wish to apply for the open classification, including employees on layoff, may do so. The application shall be online and on the standard form furnished by the City. Applications shall be submitted to the City's Human Resources Department and received no later than 5:00 p.m. on the closing date of the vacancy.

Section 4 - Filling Vacancies

Positions shall be filled by the best qualified applicant. Where there is a tie in qualification for a promotional position, the employee with the greatest City Seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion or Reclassification

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade, whichever is greater, for which the employee is promoted in accordance with Pay Plan grades, provided the Department Director approves. A promotion institutes a new probationary period.

Section 6 – Pay Rate Upon Demotion

In any case where an employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade (e.g., an employee being paid at the 30th percentile in pay grade E20 is demoted to an E14 position. In such case, the employee will be paid at the 30th percentile for pay grade E14). A demotion institutes a new probationary period.

Section 7 - Transfers

An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay rate, anniversary date or classification date.

Section 8 - Initial Orientation Period

The initial orientation period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee, and for rejecting any employee whose performance or conduct is not satisfactory. Department Directors shall monitor employees during the initial orientation period to insure only those employees performing to the best of their abilities complete their initial orientation period.

The initial orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this initial orientation period, an employee shall be subject to demotion and disciplinary action up to, and including, termination from employment, without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

Section 9 - Promotional Orientation Period

Employees promoted into a classification shall be required to successfully complete a promotional orientation period.

The promotional orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this promotional orientation period, an employee may be returned to his former classification without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional orientation period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification. If a promoted employee fails the promotional orientation period, he/she may return to their previously held position, provided said position exists. In the event their previously held position is occupied by another employee, that employee will be displaced so that the demoted employee can return to their former position. If the displaced employee had transferred or promoted into the position, he/she may also return to their previously held position in the same manner, provided the same circumstances exist.

Prior to the expiration of an employee's promotional orientation period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the promotional

orientation period and recommend the personnel action to be taken.

Section 10 – Movements out of the Bargaining Unit

Employees promoted, reclassified, demoted or transferred into a non-bargaining unit classification shall be subject to the provisions of the City's Employee Personnel Rules and Regulations, and employees moving into another bargaining unit shall be subject to the provisions of the applicable collective bargaining agreement. These provisions include pay, orientation periods and other terms and conditions of employment

Article 11 - Lay-Off and Recall

Section 1 - Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 - Order of Layoff

(a) Full-time employees shall be laid off by classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous service with the City since the employee's last date of hire.

(b) However, before any full-time employee is laid off from a classification, all employees in their initial probationary periods in that classification shall be laid off.

(c) Once identified for layoff from his/her present classification and Department:

(I) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same classification as the laid-off employee; or

(II) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employee's pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping.

Section 3 - Notice of Layoff

Full-time employees not on initial probation shall be given written notice of layoff no less than 14 calendar days in advance of the effective date of the layoff.

Section 4 - Pay Out of Benefits upon Layoff

As of the effective date of layoff, employees shall be entitled, at their election, to cash out any earned and accrued Compensatory Time, Sick Leave and Annual Leave to which they may be entitled under this Agreement.

Section 5 - Recall

(a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.

(b) Any full-time employee who is laid off shall be entitled to recall to the classification from which he/she was laid off in reverse order of his/her Classification Seniority.

(c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

Section 6 – Delegate Seniority

Delegates shall have Seniority above all bargaining unit members with regards to layoffs and recall.

Article 12 - Grievance and Arbitration Procedures

Section 1 - Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between the PMSA and the City, regarding the interpretation, application or violation of the express terms of this Agreement or of applicable employment law.

Section 2 - Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the PMSA Chief or Shop Delegate, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission only once. Upon the return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 - Time Limitations

(a) No grievance shall be considered or processed under this Article unless it is submitted within the time limits set forth in this Article. However, the PMSA and City may mutually agree in writing to extend any of the time limits set forth in this Article.

(b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and the PMSA at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement.

(c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

(d) The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Article.

Section 4 - Grievance Procedure

(a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.

(b) Grievances shall be processed as follows:

Step 1

Written Grievance to Department Director

A written grievance shall be submitted to the appropriate Department Director within ten (10) work days of the time the Grievant should have reasonably learned of such event.

The Department Director shall then issue a written answer to the grievance within ten (10) work days of the Department Director's receipt of the grievance at Step 1.

Step 2

Written Appeal to City's Director of Human Resources and Risk Management

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the City's Director of Human Resources and Risk Management [DHR] within five (5) work days of the Grievant's receipt of the Department Director's written answer at Step 1.

The DHR shall then issue a written answer to the grievance within five (5) work days of the DHR's receipt of the grievance at Step 2.

Step 3

Written Appeal to City Manager

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant's receipt of the Director of Human Resources and Risk Management's written answer at Step 2.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager's receipt of the grievance at Step 3.

Step 4

Written Request for Arbitration

- (a) If a grievance is not resolved at Step 3, the PMSA and the City may within ten (10) work days mutually agree in writing to submit the matter to mediation using the services of the Federal Mediation and Conciliation Service (FMCS).
- (b) If there is no agreement to mediation, the PMSA (and only the PMSA) may file a written request for arbitration with the FMCS within 15 work days of the Grievant's receipt of the City Manager's written answer at Step 3.
- (c) The PMSA shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list, with the PMSA striking first. The remaining name shall be the arbitrator.
- (d) The arbitrator shall promptly conduct the hearing on the grievance at which both the PMSA and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to the PMSA and the City no later than 30 calendar days after the conclusion of the hearing.
- (e) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.
- (f) The PMSA and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be borne equally by the PMSA and the City.
- (g) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Article 13 - Temporary Assignments

Section 1 - General Provisions

In the event an employee is temporarily assigned, the Department Director shall base his or her decision on experience, qualifications, special skills, seniority, job performance history and other job-related criteria. Department Director's decision shall not be subject to the grievance procedure.

The City shall notify the PMSA of any employees temporarily assigned in a PMSA classification when the change becomes effective.

Section 2 - Temporary Assignments

A full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving at least two weeks in the temporary assignment, but in no case shall the temporary adjustment be less than 5%. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position.

Section 3 - Temporary Assignments in Excess of 180 Calendar Days

In the event an employee is required to perform duties in a classification higher than that which such employee holds on a permanent basis for a period longer than 180 continuous calendar days, the employee shall be deemed to have been promoted into the higher classification, provided that the employee meets the minimum qualifications for the higher classification.

However, the provisions of this Section shall not apply if the employee is working in the higher classification to replace a City employee whose absence is due to illness or injury and such employee is expected to return to work.

Article 14 -Drug Free Workplace Program

Section 1 - Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensing, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days

after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 2 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position), or Title 21 United States Code (USC) Controlled Substances Act; provided that any statutory standard which is more strict shall apply.

Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes, or Title 21 USC.

Section 3 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

(a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography/mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.

(b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(c) Specimen collection shall be documented and the documentation procedures shall include:

- 1) Labeling specimen containers to preclude erroneous identification;
- 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common

medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and

3) A consent form.

(d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

(e) A specimen for a drug test may be taken by any person authorized to do so by
Florida Statutes Chapter 440.102.

(f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.

(g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.

(i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer

explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

(j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.

(k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.

(l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.

(m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

(n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

(o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 12 of this Agreement.

(p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.

(q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 4 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and the Florida Statutes 440.102(a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs.

Section 5 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 6 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions, which is defined in Section 440.102, Florida Statutes, as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 7 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A pattern of abnormal or erratic behavior or a significant deterioration in work performance,
- Information provided by a reliable and credible source,
- A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,
- A report of drug use, provided by a reliable and credible source, which has been independently corroborated,
- Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),
- Increased absenteeism, Substandard work,
- Increased disciplinary incidents, Deteriorating work relationships,
- Increased inattentiveness and absentmindedness, Increased hostility toward the public or other employees,
- Frequent need for work breaks,
- Evidence that an individual has tampered with a drug test during his employment with the City,
- Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/ or

- Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Human Resources and Risk Management Director and a drug test shall be given. If the Human Resources and Risk Management Director is not available, findings may be submitted to the City Manager, Assistant City Manager or Risk Manager, in that order.

(b) Testing for Cause

- 1) Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a moving-vehicular accident that results in damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work. In all situations, the accident must be immediately reported by the employee to his/her supervisor.
- 2) Non-Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a non-moving-vehicular accident that results in damage to the City's and/or customer's and/or member of the public's property, the employee must submit to a drug test. In all situations, the accident must be immediately reported by the employee to his/her supervisor.
- 3) Worker's Compensation/On-Duty Injury – If an employee suffers an injury while on duty, he/she must submit to a drug test. The employee will be provided an authorization form to take to the testing facility. Upon becoming aware of the injury, the employee must immediately report to his/her supervisor.

Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida

Statutes.

(e) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(f) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

(g) Random testing

No random testing will be conducted of any classification not required under Federal Department of Transportation Rules and Regulations or other applicable state or federal law enacted.

Section 8 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 9 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace. Annual education shall be conducted virtually during the regular scheduled workday.

Section 10 - Collective Bargaining Agreement

The City's collective bargaining agreement with the PMSA contains the City's Drug Free

Work Place Policy by reference and falls under the jurisdiction of the Florida Public Employees Relations Commission (PERC) and its appeal procedures.

Article 15 - Uniforms and Equipment

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those full-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees. via the issuance of an annual allowance of \$ 200_ to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. The employee not on active duty who returns to active duty within the fiscal year shall receive the allowance in their first check. If a newly hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$ 200_ in their first check to cover the purchase of said safety shoes.

Section 2 - Responsibility for Return

Upon termination of employment or movement to another position, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, etc., are not covered.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached

Section 4 - Safety Issue for Ocean Rescue

The City agrees to provide ocean rescue personnel, full-time and part-time, with sunblock, bathing suits, short sleeve T-shirts, long sleeve T-shirts, jackets, sweat suits, and tank-top shirts. The City will not require lifeguards to wear UV rated shirts at all times,

providing PMSA would not require an annual mandatory skin cancer screening for all regular, full-time ocean rescue personnel.

The City also agrees to provide 100% UV-protected sunglasses to all full-time ocean rescue personnel via the issuance of an annual allowance of \$150 to cover the purchase of sunglasses. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires sunglasses, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase.

Article 16 - Safety and Health

The City will make reasonable effort to provide and maintain for the safety and health of its employees during hours of employment. The City will comply with all applicable Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Article 17 - In-Service Training

Section 1 - Payment for Training

All full-time employees required by the City to attend any training and/or health and safety program paid for by the City shall be compensated at their regular rate of pay for the length of time they are required to attend such training or program.

Section 2 – Payment for Certification

Employees who are approved and/or obtain additional preferred by their classification description shall receive a payment of \$400.00 per certification. Bargaining unit members must obtain written approval in advance from their Department Director to ensure that any certification outlined in this section will qualify for certification pay. Advance approval shall also be sought prior to the start of the classes. All requests shall be submitted using the "Pre-Approval" form attached hereto.

Article 18 - Performance Evaluation

Section 1 - Annual Performance Evaluation

All bargaining unit employees will receive a written evaluation from their Department each year using the form provided in Appendix H and J of this Agreement. Employees will be evaluated on the criteria outlined on their respective evaluation form. Each employee will participate in the self-assessment portion of the process by completing the employee self-assessment form in Appendix G and I and providing/submitting completed form to their supervisor/manager within the timeframe allowed.

A bargaining unit employee who does not meet performance standards in their overall rating will be denied merit increase. However, a bargaining unit employee who is not satisfactorily meeting their performance standards will be notified by his supervisor of the area(s) to be corrected prior to the receipt of their performance evaluation.

All bargaining unit employees, however, will be granted a pre-evaluation/mid-year review meeting on or around six (6) months into their respective evaluation period. At the pre-evaluation/mid-year review meeting, employees will receive one of the following notifications by their supervisor: need improvement on performance standards, or satisfactorily meeting performance standards. Depending on the circumstances, the supervisor will detail the area(s) to be corrected prior to the receipt of the annual performance evaluation.

Section 2 - Orientation Performance Evaluation

Probationary bargaining unit employees will be evaluated on a more frequent basis. For the Initial orientation period, employees will be periodically evaluated using the form provided in Appendix G during the six (6) month initial orientation period from date-of-hire. Promoted bargaining unit employees will be evaluated using the form provided in Appendix G during their six (6) month promotional orientation period.

Article 19 - Employee Discipline

Section 1 - Employee Discipline

(a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.

(b) Employee Discipline shall be for Just Cause.

(c) Employees shall be allowed the presence and representation of a PMSA Chief Delegate or Shop Delegate and a PMSA Staff Representative during: (1) any investigatory meeting which an employee reasonably believes may result in employee

discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

(d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Oral or Documented Oral Counseling; Written Reprimand; Suspension Without Pay; Demotion or Termination from Employment.

(e) Employees may be disciplined both for off-duty misconduct and for off-duty misconduct on City premises or property if such misconduct is: (I) unlawful or improper; (II) would tend to adversely impact the employee's relationship to his/her job or co-workers; or (III) brings the City, the City's services, or the City's workforce into disrepute.

(f) No employee shall be disciplined for indebtedness. However, City shall take any action required by court order or applicable law in response to any employee's indebtedness.

(g) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral or Documented Oral Counseling

A Supervisor shall notify an employee regarding work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement.

The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager either demote or terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and the PMSA. Upon his/her receipt of the Department Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

Subject to the Grievance and Arbitration Procedures contained in Article 12 of this Agreement, the following shall be deemed Just Cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order, or failed to obey any lawful or reasonable direction made and given by a superior.

- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Has been unable to perform the essential functions of their job duties for physical or mental reasons.
- (f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (k) Incompetence, inefficiency or repeated neglect of assigned duties.
- (l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (n) Has been habitually tardy or absent from duty.
- (o) Unauthorized absence from duty.
- (p) Violation of the State of Florida Ethics Law.
- (q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (r) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (s) Vending, soliciting or collecting contributions for any purpose whatsoever at

any time on City premises unless authorized by the Department Director or City Manager.

- (t) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (u) Suspension or revocation of valid driver's license required for job performance.
- (v) Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.
- (w) Misuse of City property or neglect with respect to City property.
- (x) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
- (y) Taking more than the allotted time for meals or break periods.
- (z) Engaging in gambling, lottery, or any other game of chance at City work stations at any time.
- (aa) Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.
- (bb) Knowingly reporting for work with a serious communicable disease.
- (cc) Discussing with members of the City Commission matters relating to an employee's employment status.
- (dd) Unauthorized use, possession or display of firearms, explosives or weapons on City property.
- (ee) Theft of or removal without proper authorization of any City property or property of any employee or other person.
- (ff) Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).
- (gg) Unauthorized absence by Emergency Support personnel during a declared emergency.
- (hh) Sleeping or hiding during duty hours.
- (ii) Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.

(jj) Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.

(kk) Failing to report a personal injury or accident in which the employee was involved while on the job.

Section 3 - Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

In the event of demotion or termination from employment under this Section, the PMSA shall be entitled to submit a grievance directly to Step 4 of the Grievance Procedure provided in Article 12 (Grievance and Arbitration Procedures) of this Agreement.

Section 4 - Miscellaneous Provisions regarding Employee Discipline

(a) Written Reprimands shall not be used as the basis for taking the next step of employee discipline after three (3) calendar years from the date of such discipline.

(b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Section 5 - Inability to Perform Essential Functions of Position

(a) When an employee becomes unable to perform the essential functions of his/her position, the City shall make every reasonable effort to identify another position within the bargaining unit which the employee is capable of performing.

(b) An employee who is unable to perform, either with or without reasonable accommodation, the essential functions of his/her position shall be administratively terminated and shall lose all seniority as provided in Article 9, Section 4(a) of this Agreement.

Article 20 - Hours of Work and Overtime

Section 1 - Hours of Work

The normal working hours per one (1) week work cycle for full-time Fair Labor Standards Act (FLSA) Non-Exempt employees shall be 40 hours, which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to FLSA Non-Exempt full-time employees.

Section 2 - Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviation shall be considered a violation of this Agreement.

Unless necessitated by a declared emergency, employees shall be given 14 calendar days' notice of any permanent change in their normal schedules of work.

City shall not make any temporary changes to a FLSA Non-Exempt employee's schedule solely for the purpose of eliminating overtime.

Section 3 - Payment of Overtime / Use of Compensatory Time

(a) The City agrees to pay FLSA Non-Exempt employees overtime at the rate of time- and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.

(b) With the agreement of an employee, Compensatory Time may be given to FLSA Non-Exempt employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the FLSA. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

(c) FLSA Non-Exempt employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

(d) Accrued Compensatory Time shall be cashed out: (1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

Section 4 - Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

FLSA Non-Exempt employees shall receive two (2) 15-minute rest breaks during a work day, and an unpaid meal period of either 30 minutes or 60 minutes.

Section 5 - Emergency Recall

When emergencies require that FLSA Non-Exempt employees are recalled for duty during their off-duty time (not including work which causes an employee to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate.

Section 6 - Computation of Overtime

Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime for FLSA Non-Exempt employees. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

Section 7 - Stand-by Pay

(a) The City shall establish a stand-by rotation schedule, commencing October 1, 2021, for eligible employees referenced in subsection (f) below. The City will evaluate the frequency in which employees on stand-by status are required to report to work and, on or around March 31, 2022, determine whether the stand-by rotation schedule should continue. If it is determined by the City that rotational stand-by should continue, the same six (6) month evaluation period shall apply. If it is determined by the City that rotational stand-by shall end at March 31, 2022, stand-by status will nevertheless continue on an as-needed basis whenever an employee is explicitly assigned to stand-by status by the City.

(b) Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

(c) An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

(d) An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

(e) Should an employee take a call while on stand-by that requires the employee to report to work, it is expected that the employee will arrive at work within a reasonable time of being called out.

(f) Stand-by pay only applies to the position of Landscape Supervisor, unless the City determines that other positions shall also apply.

Article 21 - Insurance

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

Section 2 - Health Insurance

(a) Health

Effective January 1, 2025 through December 31, 2025, the City shall provide all bargaining unit employees with three different health plan options (Silver, Gold, and Platinum Plans). Attached as Appendix C, Table 1, a chart containing the options and the premiums associated with each such option for the 2025 plan year.

Effective January 1, 2026, the City shall continue to provide all bargaining unit employees with two different health plan options (Silver and Gold Plans). The premiums associated with each such option shall be based on a cost share percentage reflected in the third column in Appendix C, Table 2 for the 2026 plan year. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix C, Table 2, is based on projections made in June each year, such amounts will be provided to the PMSA's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2025. For 2027 each year thereafter, the City will use the same method to calculate premiums associated with each of the two options above and follow the same timing regarding notices.

(b) Dental

Effective January 1, 2025, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D, Table 1.

Effective January 1, 2026, the City shall continue to provide all bargaining unit employees with dental insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix D, Table 2. Since the

employer and employee combined monthly cost, as identified in the fourth column in Appendix D, Table 2, is based on projections made in June each year, such amounts will be provided to the PMSA's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2025. For 2027 each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(c) Vision

Effective January 1, 2025, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E, Table 2.

Effective January 1, 2026, the City shall continue to provide all bargaining unit employees with vision insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix E, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix E, Table 2, is based on projections made in June each year, such amounts will be provided to the PMSA's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2025. For 2027 each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(d) Retiree Health

Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least 10 years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid one hundred percent (100%) by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(e) Insurance Opt-Out

Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to fifty percent (50%) of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City. However, the City will continue to pay the same dollar amount toward the long term disability premium that the City was paying on September 30, 1996.

The benefits of the long term disability insurance are sixty percent (60%) of the employee's annual base salary paid until the employee reaches 65 years of age. The benefits of long term disability insurance begin after six (6) months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six (6) months is almost up before filing.

Article 22 - Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

- (1) Sick leave with pay shall be given at the rate of one (1) working day for

each calendar month of completed service.

(2) Sick leave may be accumulated to a maximum of 1500 hours.

(3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours unused sick leave each year and take cash payment for the balance.

Sick Leave Chart				
	Choice 1		Choice 2	
Earn (<u>Hours</u>)	Use (<u>Hours</u>)	Bank (<u>Hours</u>)	Bank (<u>Hours</u>)	Pay (<u>Hours</u>)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

(1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.

(2) Upon separation in good standing from the City with 10 continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay- out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.

(3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.

(4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted. Upon the implementation of the Tyler ERP Software, accrual of sick leave shall be credited/shown at the end of each pay period, and sick leave shall not be paid in advance of being earned.

(d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to- employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Director.

- (1) Vacation leave.
- (2) Absence for transaction of personal business which cannot be conducted during off-duty hours.
- (3) Religious holidays other than those designated by these rules as holidays.
- (4) For uncovered portion of such leave, once such leave has been exhausted through illness.
- (5) Any absences from work not covered by other types of leave established.

(b) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352

(c) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used. Upon the implementation of the Tyler ERP Software, accrual of vacation leave shall be credited/shown at the end of each pay period, and can be taken as accrued subject to the Department Director's discretion. Vacation usage shall be recorded at the end of the pay period which it is used.

(d) Annual Leave shall not be approved for any employee who has not earned the

requested number of days.

(e) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.

Section 4 - Holiday Leave

(a) The following 12 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director (once during each calendar year):

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas
Juneteenth	Day Preceding or Following Christmas as Designated by City Manager
Independence Day	
Labor Day	Personal Day

(b) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.

(c) The Department Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is proof of sick leave abuse.

(d) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Director.

Section 5 - Workers' Compensation Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Workers' Compensation Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence. All employees must report an on duty injury/illness, as well as their location, to their supervisor. An Employee Incident Report shall be submitted by the employee no later than 24 hours from when the injury/incident occurred.

An employee who is granted Workers' Compensation Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual

leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave reimbursed accordingly.

City's Director of Human Resources and Risk Management may approve or disapprove an employee's request for Workers' Compensation Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department Director, the employee, and the PMSA's Chief Delegate. In cases of negligence, an employee's workers' compensation benefit shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated workers' compensation payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal one hundred percent (100%) of the employee's regular net earnings at the time of injury for a period of nine (9) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, whichever occurs first.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties may be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the injured employee's regular assigned department. Risk Management shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the Director of Human Resources and Risk Management. Upon reaching MMI or at the end of nine (9) months, whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee's discretion).

The duties and limitations of the disabled employee in order to receive Workers' Compensation Leave payments are as follows:

- 1) The employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- 2) The employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- 3) The employee shall comply with the light-duty policy as described in this Section;
- 4) The employee shall report to an authorized medical representative of the City periodically as the City may require; and
- 5) The employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of nine (9) months.
- 6) The employee fully cooperates with the Third Party Administrator (TPA) and the claim adjuster assigned by the TPA.

Section 6 - Funeral Leave

The City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any employee who has rendered satisfactory service with the City. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, domestic partner (as defined in the Broward County Domestic Partnership Act attached in Appendix F) son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

The employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the Department Director. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

In accordance with state law, any employee who presents official orders requiring attendance for a period of training who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard is entitled to military leave of absence with pay for a period not to exceed 240 hours annually. Further, any employee is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee may be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 workweeks of unpaid leave for certain family and medical reasons in a rolling 12-month period measured backward from the date an employee uses any leave under this section. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. A third-party administrator (TPA) performs many of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by the TPA.

FMLA leave may be taken for any one or a combination of the following: to care for the employee's child after birth; the placement of a child with the employee for adoption or foster care; to care for the employee's spouse, son, daughter or parent who has a serious health condition; for the employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of the employee's job; and/or for qualified exigencies for an employee's spouse, son, daughter or parent who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement.

An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition, are limited to combined total of 12 workweeks during any 12-month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 workweeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment,

recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12-month period.

The City requires that the employee use his/her accrued paid leave time during FMLA leave in order as designated by employee. After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department or TPA, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Director and the Human Resources Director agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date).

The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' advance notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

(b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

(c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or

dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work-related injuries, shall separate the employee from the City's service and shall be considered in effect a voluntary resignation without notice.

Article 23 - Longevity Pay

Section 1 - Longevity Pay prior to 09/30/2009

Full-time employees hired prior to September 30, 2009 were entitled to Longevity Pay according to the following schedule:

- After completion of 5 years' continuous service - 2% of annual salary.
- After completion of 10 years' continuous service - 4% of annual salary.
- After completion of 15 years' continuous service - 6% of annual salary.
- After completion of 20 years' continuous service - 8% of annual salary.
- After completion of 25 years' continuous service - 10% of annual salary (minimum of \$1,000).

Section 2 - Longevity Pay on and after 09/30/2009

(a) The Longevity Pay provided in Section 1 of this Article shall be deemed "frozen" as of September 30, 2009.

(b) Full-time employees not receiving Longevity Pay pursuant to Section 1 of this Article as of September 30, 2009 shall receive Longevity Pay only as provided in Section 3 of this Article.

(c) Full-time employees receiving Longevity Pay under Section 1 of this Article as of September 30, 2009, shall continue to receive the same Longevity Pay percentage they were receiving on September 30, 2009, until such time as the Longevity Pay to which they would be entitled under Section 3 of this Article exceeds their Longevity Pay under Section

1. In such event, the employee shall begin to receive

Longevity Pay under Section 3 effective with the beginning of the first bi-weekly payroll period after his/her entitlement to payment under Section 3.

(d) Longevity Pay shall be paid bi-weekly along with an employee's standard bi-weekly earnings.

Section 3 - Longevity Pay for Employees Hired on or after 09/30/2009

Full-time employees not receiving Longevity Pay under Section 1 of this Article as of September 30, 2009 and full-time employees hired on or after September 30, 2009 shall be entitled to Longevity Pay according to the following schedule:

- After completion of 10 years of service - \$1,200 annually
- After completion of 15 years of service - \$1,800 annually
- After completion of 20 years of service - \$2,400 annually
- After completion of 25 years of service - \$3,000 annually

Article 24 - Compensation

Section 1 - Cost of Living Adjustments

Effective October 1, 2024, all bargaining unit employees shall receive a 4.0% cost living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification by 3.0%.

Effective October 1, 2025, all bargaining unit employees shall receive a 4.0% cost living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification by 2.0%.

Effective October 1, 2026, all bargaining unit employees shall receive a 4.0% cost living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification by 2.0%.

The City shall conduct a pay and classification study prior to the expiration of this agreement in early 2027. Information from the study may be referenced during labor negotiations for the successor agreement.

Section 2 - Merit Pay

Effective each October 1 through the duration of this Agreement, all bargaining unit employees shall be eligible for merit pay of up to 3% based on performance, but not to exceed the maximum of their pay classifications. The amount of merit-based pay will be based on the employee performance evaluation overall average score as indicated on the form in Appendix G.

Employees who are topped out of pay at the maximum of their pay classification will receive a non-compounding lump sum merit payment that is associated with their overall average performance score. If the employee is close to maximum of the pay range and the merit increase would bring the employee over the maximum of the pay range (topped out), the employee will be brought to the maximum of the pay range and receive the remaining balance in a non-compounding lump sum payment that aligns with their average performance score.

Section 3 - Shift Differential

FLSA Non-Exempt full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 4:00 p.m. and before 8:00 a.m. shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for those hours actually worked after 4:00 p.m. and before 8:00 a.m.

Section 4: Emergency Pay

(a) This Emergency Pay will be granted to eligible employees in accordance with this section whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees). This section will be applicable only when the following circumstances exist: an emergency is declared by the Mayor or City Manager (or their respective designees), the Emergency Operations Center is in Full Activation and City Hall is fully closed.

(b) Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.

1) Full time (non-exempt) employees

a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.

c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.

d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.

e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

2) Full time (exempt) employees

a) During the declared emergency, exempt employees will be paid for their regular work schedule, even if they did not work.

- b) Employees who work during the declared emergency on a scheduled workday will additionally earn hour for hour emergency compensatory time for time worked outside of their regular work schedule.
- c) Employees who work during the declared emergency when it is not their scheduled workday will earn Emergency Compensatory Time on an hour for hour basis for the hours actually worked.
- d) The provision of compensatory time is subject to a maximum annual cap of 80 hours.

(c) Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.

(d) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.

Article 25 - Education and Training

All PMSA employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the following criteria and schedule of benefits. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

Section 1: Budgetary Process

- a) The list of projections will be used to assist in determining the budget allocation for the program but does not dictate the level of funding.

Section 2: Eligibility

- a) All regular full-time employees who have completed a minimum of one year of continuous service are eligible to participate in the City's Tuition Reimbursement Program.

- b) Employees currently receiving any tuition reimbursement from another funding source, such as scholarships, Veteran's Administration or Federal/State grants, are not eligible to receive education assistance from the City.
- c) Reimbursements for educational expenses will be considered for courses completed at a college, university, community college, trade/vocational school, or professional institution that has been accredited by the Southern Association of Colleges and Schools, or another national or regional accrediting agency recognized by the U.S. Secretary of Education, as listed at <http://ope.ed.gov/accreditation>. By completing the required form and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source.
- d) The course of instruction or degree sought must be one that, in the judgment of the Department Director and the Department of Human Resources, directly relates to the employee's current position, a similar City position, or to a higher level position within the City to which the employee could reasonably aspire through promotion, subject to limitations in Section 2(f).
- e) Employees may request approval for undergraduate or graduate level tuition reimbursement courses, not to exceed 2 classes per semester, up to 3 credit hours per class (four hours for courses with a laboratory, for a maximum of five (5) classes per fiscal year). Doctorate programs are not included in this program and are therefore not reimbursable. The amount of reimbursement will be based on the employee's grade in each course, as provided in section 6 of this article.
- f) Courses that are not directly related to an employee's current position but are a requirement of a degree program may be eligible for reimbursement if the degree being sought relates to employment with the City as defined in section 2(d).
- g) Employees must be in good standing to be eligible. For purposes of this Article, good standing shall be defined as an employee who has not received any formal discipline, a performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.
- h) Termination of employment, for any reason, prior to completion of course(s) will make the employee ineligible for tuition reimbursement.
- i) If an employee terminates from the City within two years from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received within the final two years of employment. In the event that the employee's final paycheck is less than the amount reimbursed and employee fails to reimburse the City within 30 days, the City shall pursue such means as may be necessary to recover the full amount. In the event the services of an attorney are required to collect the unrecovered amount, such attorney fees and court costs shall be added to the reimbursement owed to the City.

Section 3: Reimbursement Amount

a. An employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course not to exceed the rate established by the Florida Atlantic University for a Bachelor's degree program or Broward Community College for an Associate's degree program at the time of the employee's course enrollment. This reimbursement amount shall apply regardless of the employee's election to attend a private education institution.

b. The reimbursement schedule for undergraduate coursework will be based on grades received by the employee as follows:

100% for a grade of "A"

90% for a grade of "B"

75% for a grade of "C"

The City will not provide any amount of tuition reimbursement if the employee earns a grade of "D," "F" or receives an "Incomplete" mark. Pass/Fail courses within a degree program are not eligible for reimbursement.

Master's Degree program will only be reimbursed for an "A" grade.

c. The City will provide reimbursement up to a maximum of \$5,250.00 per tax (calendar) year based on current federal taxation requirements and limits, or as may be modified in future years. Reimbursements to an employee in excess of IRS limits creates tax liability for the employee.

d. Employees are eligible for a maximum of one degree at each level (Associates, Bachelors, Masters)

e. Books and required laboratory fees are eligible for reimbursement but shall be limited to \$250 per semester and are subject to the employee earning a grade of A, B or C in the course. All other expenses, including but not limited to, those for parking, supplies or nonlaboratory fees, are the employee's responsibility and are not eligible for reimbursement.

Section 4: Reimbursement Process

a. After completion of classes, the employee shall send a completed copy of the Tuition Reimbursement Certification form, including required documents to the Department of Human Resources within thirty (30) days. The Tuition Reimbursement Certification form is attached hereto and incorporated herein. The employee shall also disclose and provide documents showing all financial aid (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial aid received by the employee used to pay tuition and other costs. The combined total of the employee's financial aid and the City's

reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement may be reduced to satisfy this rule.

Administrative operation procedures pertaining to the Tuition Reimbursement Program may be amended by the City Manager from time to time as appropriate.

This program is an additional benefit for employees to further their education, but it should not be construed as an inducement or requirement that employees must seek additional education. No additional benefit, promotion, salary increase, or other consideration is offered nor should be construed to be offered, unless specifically given in writing to the employee by the City Manager.

Article 26 - Entire Agreement

Section 1 - Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 - Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 27 - Savings Clause

Section 1 - Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 - Replacement Provision

In the event of such finding, the Parties, upon the written request of the PMSA, will meet within 30 calendar days to collectively bargain under Florida Statutes Chapter 447 to fashion a replacement provision.

Article 28 – Pension/Retirement Benefits

Section 1 – Pension/Retirement Benefits

The City provides pension benefits for full-time employees as set forth in City Ordinance 54-331 and 54-332. The City offers a defined contribution IRS 401(a) plan to which an employee shall contribute 4% of base earnings and the City shall contribute 8% of an employee's base earnings. Normal retirement is at 62 years of age; early retirement is at 55 years of age. Employee vesting is at 20% per year (with vesting at 100% after five [5] continuous years of City service.

Article 29- Labor Management Committee

- a) There is established a Labor Management Committee (LMC) for the purpose of fostering improved communication between the City of Deerfield Beach and the Union. The Union may appoint up to five (5) committee members or representative of the bargaining unit; however, only three (3) members may be bargaining unit employees.
- b) Responsibility for chairing the meeting and taking minutes shall be the responsibility of the Union.
- c) The committee shall be made up of up to five (5) members from the City of Deerfield Beach and five (5) members from the Union. Time spent at the meetings shall be counted as time worked.
- d) Meetings shall be held on an as needed basis upon mutually agreement. The union shall provide agenda items at least seven (7) days in advance of the meeting. The agenda shall include a brief description of each item to be discussed.
- e) Each topic will be discussed fully before proceeding to another topic. Topics requiring further study may be tabled and will be placed on the following agenda for action.
- f) The Labor Management Committee shall not have the power to alter or amend the provisions of this Agreement.

Article 30 - Duration

Section 1 - Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2024 and shall continue in full force and effect through September 30, 2027.

Signature Page follows as Page 54 of 54 Pages

IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2024.

For:

The Professional Managers and Supervisors Association [the PMSA or the Association]

Timothy Strowbridge
Chief Delegate

Henry Santana
PMSA Executive Director

For:

The City of Deerfield Beach, Florida [City]

Jacqueline Lindsay
Director of Human Resources
and Risk Management
City of Deerfield Beach

Horace McHugh
Interim City Manager
City of Deerfield Beach

The Honorable Bill Ganz Mayor
City of Deerfield Beach

Reviewed for Legal Sufficiency:

Anthony Soroka, Esq.
City Attorney
City of Deerfield Beach

Appendix A
Bargaining Unit Classifications

Class Title	Grade	Hourly Minimum	Hourly Maximum
ADMINISTRATIVE SUPPORT SPECIALIST	108	\$ 21.8306	\$ 34.9205
AQUATICS MANAGER	114	\$ 29.2555	\$ 46.7967
ASSISTANT P&R MANAGER	108	\$ 21.8306	\$ 34.9205
CADD ENGINEERING TECHNICIAN	113	\$ 27.8620	\$ 44.5683
CASE MANAGER	111	\$ 25.2716	\$ 40.4250
COUNSELOR	110	\$ 24.0683	\$ 38.4997
ENTERPRISE NETWORK MANAGER	122	\$ 43.2234	\$ 69.1402
FACILITIES MANAGER	118	\$ 35.5598	\$ 56.8818
FLEET MANAGER	118	\$ 35.5598	\$ 56.8818
HEALTH SUPPORT MANAGER	115	\$ 30.7183	\$ 49.1364
INFRASTRUCTURE MAINTENANCE SUPERVISOR	115	\$ 30.7183	\$ 49.1364
PARKS & RECREATION MANAGER I	111	\$ 25.2716	\$ 40.4250
PARKS & RECREATION MANAGER II	113	\$ 27.8620	\$ 44.5683
PLANNER I (PLANNER)	115	\$ 30.7183	\$ 49.1364
RECREATION COORDINATOR	109	\$ 22.9225	\$ 36.6665
LANDSCAPE SUPERVISOR	113	\$ 27.8620	\$ 44.5683
LEAD PARK RANGER	113	\$ 27.8620	\$ 44.5683
OCEAN RESCUE LIEUTENANT	113	\$ 27.8620	\$ 44.5683
SOLID WASTE SUPERVISOR	115	\$ 30.7183	\$ 49.1364
URBAN FORESTER (LANDSCAPE ARCHITECT)	119	\$ 37.3380	\$ 59.7256

Appendix B
City of Deerfield Beach PMSA Grievance Form

[RESERVED FOR UNION-PREPARED FORM]

~~(Please write legibly, except where Print or Signature is Required)~~

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of PMSA Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Greivant, if applicable:	Signature of Delegate, if applicable:	
Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.		

Step 1 Processing – Submission

Name of Immediate Supervisor:
Date & Time delivered to, & received by, Immediate Supervisor or Designee:
Signature of Immediate Supervisor (or designee):

Signature of Grievant:	Signature of Delegate if applicable:
<i>The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and PMSA at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.</i>	

Step 1 Processing – Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Delegate if applicable:

Step 2 Processing – Submission

Name of City's Director of Human Resources and Risk Management:	
Date & Time submitted to, & received by City's Director of Human Resources and Risk Management (or designee):	
Signature of City's Director of Human Resources and Risk Management (or designee):	
Signature of Grievant:	Signature of Delegate if applicable:

Step 2 Processing – Response

Step 2 Grievance Answer by City's Director of Human Resources and Risk Management:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City's Director of Human Resources and Risk Management:	

Signature of Grievant:	Signature of Delegate, if applicable:
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[RESERVED FOR UNION-PREPARED FORM]

Step 3 Processing - Submission

Name of City Manager:	
Date & Time submitted to, & received by, City Manager (or designee):	
Signature of City Manager (or designee):	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City Manager:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City Manager:	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 4 Processing – Submission

If a grievance is not resolved at Step 3, PMSA (and only PMSA) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (15) work days of Grievant's receipt of the City Manager's written answer at Step 3.

Appendix C
Medical Insurance

Effective January 1, 2025 – December 31, 2025 (Table 1)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	1339.85	92.76	5.39
	Employee + Spouse	75% / 25%	2813.70	324.66	18.85
	Employee + Child(ren)	75% / 25%	2545.74	293.74	17.05
	Employee + Family	75% / 25%	4287.55	494.72	28.72
Gold	Employee Only	90% / 10%	891.23	41.13	2.38
	Employee + Spouse	80% / 20%	1871.58	172.76	10.03
	Employee + Child(ren)	80% / 20%	1693.33	156.31	9.08
	Employee + Family	80% / 20%	2851.94	263.26	15.29
Silver	Employee Only	95% / 5%	704.23	16.25	.94
	Employee + Spouse	80% / 20%	1488.93	137.44	7.98
	Employee + Child(ren)	80% / 20%	1346.26	124.27	7.21
	Employee + Family	80% / 20%	2273.65	209.88	12.19

Effective January 1, 2026 – December 31, 2026 (Table 2)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Gold	Employee Only	90% / 10%	TBD	TBD	TBD
	Employee + Spouse	80% / 20%	TBD	TBD	TBD
	Employee + Child(ren)	80% / 20%	TBD	TBD	TBD
	Employee + Family	80% / 20%	TBD	TBD	TBD
Silver	Employee Only	100% / 0%	TBD	TBD	TBD
	Employee + Spouse	85% / 15%	TBD	TBD	TBD
	Employee + Child(ren)	85% / 15%	TBD	TBD	TBD
	Employee + Family	85% / 15%	TBD	TBD	TBD

Effective January 1, 2027 – December 31, 2027 (Table 3)

<u>Plan Name</u>	<u>Tier of Coverage</u>	<u>Cost Share percentage City / Employee</u>	<u>Employer + Employee Combined Monthly Cost</u>	<u>Employee Per Pay Contributions</u>	<u>Employee Per Pay Contribution Difference</u>
Gold	<u>Employee Only</u>	<u>90% / 10%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Spouse</u>	<u>80% / 20%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Child(ren)</u>	<u>80% / 20%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Family</u>	<u>80% / 20%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Silver	<u>Employee Only</u>	<u>100% / 0%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Spouse</u>	<u>85% / 15%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Child(ren)</u>	<u>85% / 15%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Family</u>	<u>85% / 15%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

Appendix D
Dental Insurance

Effective January 1, 2025- December 31, 2025 (Table 1)

<u>Plan Name</u>	<u>Tier of Coverage</u>	<u>Cost Share Percentage City / Employee</u>	<u>Employer + Employee Combined Monthly Cost</u>	<u>Employee Per Pay Contributions</u>
<u>Dental PPO</u>	<u>Employee Only</u>	<u>90% /10%</u>	<u>\$37.20</u>	<u>\$1.72</u>
	<u>Employee + Spouse</u>	<u>50% / 50%</u>	<u>\$74.40</u>	<u>\$17.17</u>
	<u>Employee + Child(ren)</u>	<u>50% / 50%</u>	<u>\$81.60</u>	<u>\$18.83</u>
	<u>Employee + Family</u>	<u>50% / 50%</u>	<u>\$86.32</u>	<u>\$19.92</u>

Effective January 1, 2026- December 31, 2026 (Table 2)

<u>Plan Name</u>	<u>Tier of Coverage</u>	<u>Cost Share Percentage City / Employee</u>	<u>Employer + Employee Combined Monthly Cost</u>	<u>Employee Per Pay Contributions</u>
<u>Dental PPO</u>	<u>Employee Only</u>	<u>90% /10%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Spouse</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Child(ren)</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Family</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>

Effective January 1, 2027- December 31, 2027 (Table 3)

<u>Plan Name</u>	<u>Tier of Coverage</u>	<u>Cost Share Percentage City / Employee</u>	<u>Employer + Employee Combined Monthly Cost</u>	<u>Employee Per Pay Contributions</u>
<u>Dental PPO</u>	<u>Employee Only</u>	<u>90% /10%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Spouse</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Child(ren)</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Family</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>

Appendix E
Vision Insurance

Effective January 1, 2025- December 31, 2025 (Table 1)

<u>Plan Name</u>	<u>Tier of Coverage</u>	<u>Cost Share Percentage City / Employee</u>	<u>Employer + Employee Combined Monthly Cost</u>	<u>Employee Per Pay Contributions</u>
<u>Vision</u>	<u>Employee Only</u>	<u>90% / 10%</u>	<u>\$4.35</u>	<u>\$0.20</u>
	<u>Employee + Spouse</u>	<u>50% / 50%</u>	<u>\$9.36</u>	<u>\$2.16</u>
	<u>Employee + Child(ren)</u>	<u>50% / 50%</u>	<u>\$10.20</u>	<u>\$2.35</u>
	<u>Employee + Family</u>	<u>50% / 50%</u>	<u>\$15.16</u>	<u>\$3.50</u>

Effective January 1, 2026- December 31, 2026 (Table 2)

<u>Plan Name</u>	<u>Tier of Coverage</u>	<u>Cost Share Percentage City / Employee</u>	<u>Employer + Employee Combined Monthly Cost</u>	<u>Employee Per Pay Contributions</u>
<u>Vision</u>	<u>Employee Only</u>	<u>90% / 10%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Spouse</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Child(ren)</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Family</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>

Effective January 1, 2027- December 31, 2027 (Table 3)

<u>Plan Name</u>	<u>Tier of Coverage</u>	<u>Cost Share Percentage City / Employee</u>	<u>Employer + Employee Combined Monthly Cost</u>	<u>Employee Per Pay Contributions</u>
<u>Vision</u>	<u>Employee Only</u>	<u>90% /10%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Spouse</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Child(ren)</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>
	<u>Employee + Family</u>	<u>50% / 50%</u>	<u>TBD</u>	<u>TBD</u>

Appendix F
Broward County Domestic Partnership Act

ARTICLE VIII. - DOMESTIC PARTNERSHIP ACT^[3]

Footnotes:

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Editor's note— Ord. No. 2002-20, § 53, adopted May 28, 2002, renumbered from Art. VI as Art. VIII.

Sec. 16½-150. - Title.

Article VI of this chapter may be cited as the "Broward County Domestic Partnership Act of 1999."

(Ord. No. 1999-03, § 1, 1-26-99)

Sec. 16½-151. - Findings; construction.

- (a) The Broward County Board of County Commissioners finds that there are many individuals who establish and maintain a significant personal, emotional, and economic relationship with another individual. Individuals forming such domestic partnerships often live in a committed family relationship. Domestic partners are often denied public and private sector benefits because there is no established system for such relationships to be registered and/or recognized. In addition, because of the status of their relationship, domestic partners in many cases are not extended certain employment benefits that are otherwise made available to other employees.
- (b) The Broward County Board of County Commissioners finds that employment benefits form an essential portion of the compensation provided to employees. In fact, the U.S. Census Bureau has estimated that over 30 percent of all compensation paid to employees is provided in the form of benefits. The importance of benefits to employees has been underscored by a 1994 Employee Benefit Research which survey found that 67 percent of employees would prefer to return a portion of their cash salary rather than any portion of their benefit program.
- (c) The Broward County Board of County Commissioners acknowledges that in 1994 over 3 million Americans identified themselves as living in a domestic partnership. As a result, employers have begun to provide domestic partner benefits in greater numbers.
- (d) The Broward County Board of County Commissioners finds that the provision of domestic partner benefits promotes employee recruitment, employee retention, and employee loyalty. Furthermore, the provision of such benefits promotes fairness and serves to address the discriminatory effect of practices which deny such benefits solely upon the basis of an employee's familial or marital status.
- (e) The provisions of this act shall be liberally construed to promote the public safety, health, and general welfare of the residents of Broward County and to further the general policies and purposes stated in this act. However, this act shall not be construed to supersede any federal, or state, or county laws or regulations, nor shall this act be interpreted in a manner as to bring it into conflict with federal, or state, or county laws. The rules developed to implement the provisions of this act shall be liberally construed to accomplish the policies and purposes stated in this act.

(Ord. No. 1999-03, § 2, 1-26-99; Ord. No. 1999-18, § 1, 4-27-99)

Sec. 16½-152. - Definitions.

For purposes of this Act:

- (a) *Business* means any corporation, partnership, sole proprietorship, firm, joint stock company, joint venture, or other private legal entity, except governmental entities, not-for-profit corporations, or charitable organizations.
- (b) *Competitive solicitation* means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by Broward County.

- (c) *Contract* means all types of binding agreements between Broward County and a Contractor for goods or services valued at over \$100,000.
- (d) *Contractor* means any business that has five (5) or more employees and is awarded one or more contracts by Broward County.
- (e) *County employee* means active or retired employees of Broward County, Florida, who are eligible for benefits pursuant to federal, state, or county laws, county administrative rules, or collective bargaining agreements.
- (f) *Declaration of Domestic Partnership* means a sworn form under penalty of perjury, which certifies that said individuals meet the requirements of a domestic partnership relationship as described in section 16½-153.
- (g) *Domestic Partners* means only two adults who are parties to a valid domestic partnership relationship and who meet the requisites for a valid domestic partnership relationship as established pursuant to section 16½-153.
- (h) *Dependent* means a person who resides within the household of a domestic partner and is:
 - (1) A biological, adopted, or foster child of a domestic partner;
 - (2) A dependent of a domestic partner as defined by Internal Revenue Service (IRS) regulations; or
 - (3) A ward of a domestic partner as determined in a guardianship or other legal proceeding.
- (i) *Dependent of domestic partner or dependent of employee*, as used with regard to domestic partnership benefits, pursuant to section 16½-156, means a person who is eligible for coverage under the County's insurance plans.
- (j) *Jointly Responsible* means each domestic partner mutually agrees to provide for the other partner's basic food and shelter living expenses while the domestic partnership relationship is in effect, except that partners need not contribute equally or jointly to said basic food and shelter.

(Ord. No. 1999-03, § 3, 1-26-99; Ord. No. 1999-18, § 2, 4-27-99; Ord. No. 2011-26, § 1, 11-8-11; Ord. No. [2015-42](#), § 1, 10-13-15)

Sec. 16½-153. - Registration of a domestic partnership relationship.

- (a) A valid domestic partnership relationship may be registered by two persons, who are domiciled in Broward County or are, otherwise, subject to the provisions of this article, by filing a declaration of domestic partnership with the Broward County Records, Taxes, and Treasury Division, which declaration shall comply with all requirements for establishing such domestic partnership. Upon payment of any required fees, the county clerk shall file the declaration of domestic partnership and issue a certificate reflecting the registration of the domestic partnership relationship in Broward County.
- (b) A declaration of domestic partnership shall contain the name and address of each domestic partner and the signature of each partner, and each partner shall swear or affirm under penalty of perjury that:
 - (1) Each person is at least eighteen (18) years old and competent to contract;
 - (2) Neither person is in a marriage recognized by the state of Florida nor a partner to another domestic partnership relationship;
 - (3) Neither partner is related to the other by blood;
 - (4) Consent of either person to the domestic partnership relationship has not been obtained by force, duress, or fraud; and
 - (5) Each person agrees to be jointly responsible for each other's basic food and shelter.
- (c) To register a domestic partnership, in addition to the declaration of domestic partnership, at least one (1) of the following documents showing the same address for both domestic partners must be presented to the County:

- (1) A current mortgage, deed, or lease;
 - (2) A current driver's license or other government-issued photograph identification;
 - (3) Most recent tax returns;
 - (4) Current utility bill;
 - (5) Current joint bank account; or
 - (6) Current designation as a health care surrogate.
- (d) Any partner to a domestic partnership may file an amendment to the domestic partnership certificate issued by the County Records, Taxes and Treasury Division to reflect a change in his or her legal name.
- (e) No person who has entered into a domestic partnership relationship may enter into a new domestic partnership until thirty (30) days after the termination of a previous domestic partnership relationship.

(Ord. No. 1999-03, § 4, 1-26-99; Ord. No. 1999-18, § 3, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 1, 12-10-13; Ord. No. [2015-42](#), § 2, 10-13-15)

Sec. 16½-154. - Termination of registered domestic partnership relationship.

- (a) Either partner to a registered domestic partnership relationship may terminate such relationship by filing a notarized declaration of termination of domestic partnership relationship with the County Records, Taxes, and Treasury Division. Upon the payment of the required fee, the county clerk shall file the declaration and issue a certificate of termination of domestic partnership relationship to each partner of the former relationship. The termination shall become effective thirty (30) days from the date the certificate of termination is issued.
- (b) If any partner to a domestic partnership relationship enters into a legal marriage, recognized by the state of Florida, the domestic partnership relationship shall terminate automatically, and all rights, benefits, and entitlements thereunder shall cease as of the effective date of the marriage. The marrying domestic partner shall file a declaration terminating the domestic partnership relationship within ten (10) days after entering into a legal marriage that is recognized by the state of Florida.
- (c) The death of either domestic partner shall automatically terminate the domestic partnership relationship.

(Ord. No. 1999-03, § 5, 1-26-99; Ord. No. 1999-18, § 4, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 2, 12-10-13)

Sec. 16½-155. - Maintenance of records; filing fees.

- (a) The Broward County Records, Taxes, and Treasury Division shall, by administrative rule, prescribe the form of all declarations, amendments, and certificates required to be filed under this act. The Records, Taxes, and Treasury Division shall maintain a record of all declarations, amendments, and certificates filed pursuant to this act. The records shall be maintained so that all declarations, amendments, and certificates shall be filed with the registered domestic partnership to which they apply.
- (b) Filing Fees. The County Administrator is authorized to establish fees for the filing of any declarations, amendments, and the issuance of any certificates required by this act, subject to the approval of the County Commission. The fees shall be included within the Broward County Administrative Code. Any fees established under this section shall be sufficient to cover costs of administering the provisions of this article.

(Ord. No. 1999-03, § 6, 1-26-99; Ord. No. 1999-18, § 5, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10)

Sec. 16½-156. - County employees; extension of benefits.

- (a) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any County employee may elect insurance coverage for his or her spouse or dependents. A County employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, shall extend to all forms of insurance provided by the County to the spouses and dependents of County employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable county ordinances, administrative rules, and county policies. However, in no event shall an employee make an election for coverage of a domestic partner more than two times in a plan year.
- (b) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to use all forms of leave provided by the County including, but not limited to, sick leave, annual leave, family illness leave and bereavement leave to care for his or her domestic partner or the dependent of the domestic partner as applicable. The use of leave authorized in this section shall be consistent with the applicable requirements in county ordinances, administrative rules, and county policies.
- (c) Unless prohibited by state or federal law, all other benefits available to the spouses and dependents of County employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a County employee who is a party to a registered domestic partnership relationship pursuant to section 16½-153 of this act.
- (d) The County Administrator is authorized to take all actions necessary to implement the provisions of this section by no later than January 1, 2000.

(Ord. No. 1999-03, § 8, 1-26-99; Ord. No. 1999-18, § 7, 4-27-99)

Sec. 16½-157. - County contractors providing equal benefits for domestic partners.

- (a) *Contractor Offering Benefits.* Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Benefits include the types of benefits described in section 16½-156 of this Act.
- (b) *Certification of Contractor.* As part of the competitive solicitation and procurement process a Contractor seeking a Contract covered by paragraph (a) above shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.
- (c) *Exceptions to Contractor Offering Benefits.* The provisions of this section shall not apply where:
 - (1) The Contractor does not provide benefits to employees' spouses;
 - (2) The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner rather than providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
 - (3) The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

- (4) The Contractor is a governmental agency;
 - (5) More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this section;
 - (6) The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act);
 - (7) The provisions of this section would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or the State of Florida; or
 - (8) The Board waives the requirements of this section in the best interests of the County.
- (d) *Contracts.* Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:
- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
 - (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the County to pursue any remedy stated below or any remedy provided under applicable law.
 - (iii) The County may terminate the Contract if the Contractor fails to comply with this section.
 - (iv) The County may retain all monies due or to become due until the Contractor complies with this section.
 - (v) The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Chapter 21 of the Broward County Administrative Code.
- (e) *Applicable Dates.* This section shall be applicable to Contracts awarded pursuant to competitive solicitations issued after the effective date of this ordinance.

(Ord. No. 1999-03, § 9, 1-26-99; Ord. No. 1999-18, § 8, 4-27-99; 2011-26, § 2, 11-8-11)

Sec. 16½-158. - Visitation to licensed facilities.

- (a) If a health care facility or any licensed residential facility restricts the visitors of a patient or resident, the facility shall permit the patient or resident to name those individuals whom he or she wishes to visit, including any domestic partner, or any children or family member of such domestic partner, unless:
 - (1) No visitors are allowed; or
 - (2) The facility, in its sole discretion, decides that the presence of a particular individual named by the patient or resident would endanger the health or safety of a patient or a resident, or would endanger the primary operations of the facility.
- (b) If a patient or resident has not made the designation provided for in paragraph (a), the facility shall permit the patient or resident's domestic partner, the children of the domestic partner, and any other family member of the patient or resident's domestic partner, to visit, unless one of the exceptions described in paragraph (a)(1) or (a)(2) applies.
- (c) A domestic partner of a patient or resident shall have the same rights as would a spouse or other family member with respect to visitation. A domestic partner of a patient or resident shall be authorized to make health care decisions for the patient or resident to the extent that the patient or resident has specifically granted the domestic partner the authority to act as their health care proxy on the declaration of domestic partnership and has not executed a subsequent valid power of attorney for health care or a health care surrogate designation providing otherwise.

(Ord. No. 1999-03, § 10, 1-26-99; Ord. No. 1999-18, § 9, 4-27-99; [Ord. No. 2020-21](#), § 1, 5-19-20)

Case law annotation—Subsection (c) of section 16½-158 of the Broward County Code has been found to be invalid and severable by the Florida Fourth District Court of Appeal in the case of *Lowe v. Broward County*, 766 So. 2d 1199 (Fla. 4th DCA 2000).

Sec. 16½-159. - Health care surrogate designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as health care surrogate of his or her domestic partner pursuant to Chapter 765, pt. II, F.S. (§ 765.201, F.S. et seq.) and a person so designated shall have the right to make health care decisions on behalf of his or her domestic partner; to provide, withhold, or withdraw consent on behalf of his or her domestic partner; to apply for public benefits to defray the cost of health care; and to authorize the admission to, or transfer from, a health care facility. No person designated as a health care surrogate shall be denied or otherwise be defeated in serving as a health care surrogate based solely upon his or her status as the domestic partner of the partner on whose behalf health care decisions are to be made.

(Ord. No. 1999-03, § 11, 1-26-99; Ord. No. 1999-18, § 10, 4-27-99)

Sec. 16½-160. - Preneed guardian designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as a preneed guardian pursuant to § 744.3045, F.S. and to serve in such capacity in the event of his or her declarant domestic partner's incapacity. A domestic partner shall not be denied or otherwise be defeated in serving as the plenary guardian of his or her domestic partner or the partner's property, under the provisions of Chapter 744, F.S. to the extent that the incapacitated partner has not executed a valid preneed guardian designation, based solely upon his or her status as the domestic partner of the incapacitated partner.

(Ord. No. 1999-03, § 12, 1-26-99; Ord. No. 1999-18, § 11, 4-27-99)

Sec. 16½-161. - Visitation rights at county correctional and juvenile detention facilities.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to visit his or her domestic partner, or other family member of the domestic partner, who is an inmate at a county correctional facility or a juvenile detention facility, upon the same terms and conditions under which visitation is afforded to spouses, children, or parents of inmates. Visitation rights provided by this section shall extend to any children of the domestic partners, and the domestic partners of an inmate's parents or children.

(Ord. No. 1999-03, § 13, 1-26-99; Ord. No. 1999-18, § 12, 4-27-99)

Sec. 16½-162. - Notification of family members.

In any situation providing for mandatory or permissible notification of family members, including notification of family members in an emergency, or when permission is granted to inmates to contact family members, "notification of family" shall include domestic partners.

(Ord. No. 1999-03, § 14, 1-26-99; Ord. No. 1999-18, § 13, 4-27-99)

Sec. 16½-163. - Funeral and burial decisions.

Registration as a domestic partner under this Act shall be considered to be written inter vivos authorization and direction by the decedent to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes as a legally authorized person pursuant to Chapter 497, Florida Statutes, if the decedent specifically elects to grant such authority on the declaration of domestic partnership. Such authority shall survive the automatic termination of the domestic partnership provided for in Section 16½-154(c) due to the death of a domestic partner. If the decedent provides conflicting written inter vivos authorization and directions that are dated after the declaration of domestic partnership, the later dated authorizations and directions shall control.

(Ord. No. [2015-42](#), § 3, 10-13-15)

Sec. 16½-164. - Reciprocity.

A domestic partnership lawfully entered into in another jurisdiction shall be entitled to all the rights and benefits available to domestic partners registered pursuant to this Act. A certificate or other official document of such domestic partnership issued by another jurisdiction shall constitute sufficient proof of entitlement to such rights and benefits. However, a domestic partner who seeks to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes, pursuant to Section 16½-163, must register as a domestic partnership under this Act, or provide proof of valid inter vivos designation of the partner as the person authorized to make such decisions.

(Ord. No. [2015-42](#), § 4, 10-13-15) Sec. 16½-165. - Participation in education.

- (a) To the extent allowed by federal and state law, and subject to the policies of the School Board of Broward County, Florida, and any applicable court orders or agreements, a domestic partner shall have the same rights as a biological parent to participate in the education of a dependent of his or her domestic partner in all schools located within Broward County, if his or her domestic partner specifically elects to grant such a right on the declaration of domestic partnership.
- (b) The term "school" includes, but is not limited to, private or public elementary schools, junior high and middle schools, secondary schools, high schools, vocational schools, preschool programs, after-school programs, and day care programs.
- (c) This section shall not apply to a school operated, supervised, or controlled by a religious organization, association, or society.

(Ord. No. [2015-42](#), § 5, 10-13-15)

Appendix G

Appendix G Self-Assessment Form – Supervisor



City of Deerfield Beach Annual Employee Self-Assessment Form Supervisor

Employee Name:

Department:

Job Title:

Evaluation Type: Employee Self-Assessment

Evaluation Period:

From:

To:

Date Completed:

Purpose: This employee feedback provides an opportunity for you to be engaged in the performance evaluation process. It gives you a proactive way to share in your own words, the items you believe were successfully accomplished within the evaluation period and conversely, the items that you believe further development may be needed. Your supervisor will use your feedback to assist in the completion of your evaluation form for the appropriate evaluation period.

SECTION 1: Core Values & Behavioral Competencies

The following behavioral competencies align with the City's **SHARP Core Values** to which all City employees shall be accountable for displaying. These behavioral competencies are embedded within the essential functions of your position and will be included as part of your evaluation criteria. This evaluation shall be completed in accordance with the City's SHARP Core Values.

Service Honesty Accountability Respect Professionalism

Communication: Delivers and encourages clear, honest, and timely communication with staff and leadership. Strengthens overall management capacity by ensuring good internal communication. Effectively and persuasively communicates information both verbally and in writing through reports, memos, correspondence, presentations, and discussions.

Decision Making / Problem Solving: Exercises sound judgment to minimize liability and risk to the City. Finds solutions within the appropriate scope of responsibility or authority. Makes decisions based on rational, objective standards. Takes appropriate action to deal with administrative, technical and operational problems.

Interpersonal Relationships: Maintains constructive relationships with colleagues and effectively resolves conflicts. Promotes positive work environment and employee morale. Demonstrates adaptability when dealing with different personalities and difficult situations.

Professionalism: Displays enthusiasm, professionalism, adaptability. Reflects ethical standards, integrity and acts as a role model. Is trustworthy, reliable, and consistent in communicating. Maintains confidentiality of sensitive information.

Employee Self-Assessment – Instructions

Please provide input and feedback on the examples of performance, highlights, accomplishments and areas for future development for each the essential functions listed in Section 2. Your input and feedback will be used to assist your supervisor/manager/director in completing your evaluation and address any future needs.

Note: The Employee Self-Assessment is required for Non-Bargaining Supervisors, Managers, Assistant Directors and Directors

SECTION 2: Essential Functions, Skills and Knowledge

A. **Adaptability and Initiative** (*core competency - professionalism*)

- Sees what needs to be done and assumes responsibility without being asked.
- Accepts constructive criticism, guidance, and special assignments.
- Offers suggestions for continuous improvement in work processes, practices, and systems.
- Demonstrates flexibility when priorities are adjusted.

Examples of Performance / Comments:

B. **Communication** (*core competency – communication*):

- Maintains and facilitates open communication of relevant information to superiors, subordinates, and peers.
- Provides thorough and accurate written documentation when needed.
- Communicates expectations clearly, both verbally and in writing.
- Exercises discretion when sharing information with others.

Examples of Performance / Comments:

C. **Customer Service** (*link to core competency – professionalism*):

- Represents the City in a positive and professional manner.
- Shows respect to colleagues and customers, both internally and externally.
- Offers alternatives and instructions to address customer concerns.

Examples of Performance / Comments:

D. **Job Proficiency** (*link to core competency – professionalism*):

- Demonstrates the ability to properly and efficiently use technical skills, tools, and equipment in their specific area of expertise.
- Demonstrates specific job knowledge and required skills, and applies them appropriately.
- Is a self-starter and willingly performs additional tasks as needed, even without being asked.

Examples of Performance / Comments:

E. Problem Solving (*link to core competency – decision making / problem solving*):

- Accepts responsibility for solving problems within the scope of the job description and takes responsibility for the outcomes of the decisions.
- Recognizes potential problems and acts to prevent them.
- Involves appropriate individuals in addressing problems and identifying solutions.

Examples of Performance / Comments:

F. Safety & Risk (*link to core competency – Communication*):

- Utilizes safety techniques, skills, and personal protective equipment in a manner consistent with training, and abides by city policies and other regulations.
- Proactively reduces risk or safety hazards in the work environment.
- Creates a culture of maintaining and ensuring safety procedures are followed.

Examples of Performance / Comments:

G. Supervision (*link to core competency – communication / interpersonal relationships*):

- Demonstrates an active leadership style that empowers employees and fosters innovation and creativity.
- Looks out for employee welfare; keeps employees informed.
- Makes logical and informed decisions and takes responsibility for them.
- Evaluates employees objectively in a thorough and timely manner; delivers constructive criticism and appropriate discipline when warranted, fostering an environment of equity and inclusion.
- Delegates and directs work effectively.
- Provides opportunity for mentorship, training, and tools for success and advancement; recognizes individual and team accomplishments.
- Handles conflict promptly and appropriately while maintaining professional relationships.

Examples of Performance / Comments:

H. Teamwork (*link to core competency – interpersonal relationships*):

- Effectively contributes to group/team discussions and engages others to assist in problem solving and improving processes.
- Respects the opinions of others and supports the ideas of peers, staff, and management.
- Demonstrates self-awareness, motivation, empathy, and social skills.

Examples of Performance / Comments:

SECTION 3: Functional Goals & Professional Development

(please indicate at least one (1) goal per section that you would like to work on for the upcoming year)

Functional Goal – job related tasks or projects that serve the goals of the department and/or City.

Professional Development Goal – professional development activities that expand the individual's education, qualifications, knowledge, skills or abilities, that relate to the employee's current position or possible future career advancement within the department.

SECTION 4: Acknowledgement & Signatures

	Signatures	Print	Date
Employee			

Appendix H

Performance Evaluation Form - Supervisor



City of Deerfield Beach Annual Performance Evaluation Form Supervisor

Employee Name:		
Department:		
Job Title:		
Appraising Supervisor/Manager/Director:		
Evaluation Type: Annual / Probationary		
Evaluation Period:	From:	To:
Date Completed:		

Purpose: The performance evaluation process provides an opportunity to give honest feedback and create positive dialogue between the employee and supervisor. This dialogue can improve performance where necessary, increase employee engagement, determine training, clarify expectations, evaluate goals, provide strong recognition and encouragement and create tangible paths for employee growth and advancement rooted in accountability.

SECTION 1: Core Values & Behavioral Competencies

The following behavioral competencies align with the City's **SHARP Core Values** to which all City employees shall be accountable for displaying. These behavioral competencies are embedded within the essential functions of your position and are included as part of your evaluation criteria.

Service Honesty Accountability Respect Professionalism

Communication: Delivers and encourages clear, honest, and timely communication with staff and leadership. Strengthens overall management capacity by ensuring good internal communication. Effectively and persuasively communicates information both verbally and in writing through reports, memos, correspondence, presentations, and discussions.

Decision Making / Problem Solving: Exercises sound judgment to minimize liability and risk to the City. Finds solutions within the appropriate scope of responsibility or authority. Makes decisions based on rational, objective standards. Takes appropriate action to deal with administrative, technical and operational problems.

Interpersonal Relationships: Maintains constructive relationships with colleagues and effectively resolves conflicts. Promotes positive work environment and employee morale. Demonstrates adaptability when dealing with different personalities and difficult situations.

Professionalism: Displays enthusiasm, professionalism, adaptability. Reflects ethical standards, integrity and acts as a role model. Is trustworthy, reliable, and consistent in communicating. Maintains confidentiality of sensitive information.

Performance Ratings:

4 – Outstanding (W.O.W)	Performance clearly distinguished, consistently exceeding expected results, significantly contributing to the organization
3 – Successful	Performance is completely satisfactory, meeting, and occasionally exceeding, the expectations of the position.
2 – Developing	Performance approaches the job requirements, a number of expectations not achieved, further development needed.
1 – Unsatisfactory	Performance is far below acceptable standards; immediate attention is required.

INSTRUCTIONS: This Performance Evaluation Form consists of eight (8) job related essential functions and traits. Examples of performance and/or comments are required in each category along with the score that you believe best represents the employee's performance during the evaluation period.

- All evaluation forms shall be reviewed by Department Directors before meeting with the employee.
- Evaluations with an overall average score at or below 2.4 or 3.5 or above must be reviewed by the Human Resources Director before meeting with the employee.

SECTION 2: Essential Functions, Skills and Knowledge

A. Adaptability and Initiative (core competency - professionalism)

- Sees what needs to be done and assumes responsibility without being asked.
- Accepts constructive criticism, guidance, and special assignments.
- Offers suggestions for continuous improvement in work processes, practices, and systems.
- Demonstrates flexibility when priorities are adjusted.

Examples of Performance / Comments:

Score

B. Communication (core competency – communication):

- Maintains and facilitates open communication of relevant information to superiors, subordinates, and peers.
- Provides thorough and accurate written documentation when needed.
- Communicates expectations clearly, both verbally and in writing.
- Exercises discretion when sharing information with others.

Examples of Performance / Comments:

Score

C. Customer Service (link to core competency – professionalism):

- Represents the City in a positive and professional manner.
- Shows respect to colleagues and customers, both internally and externally.
- Offers alternatives and instructions to address customer concerns.

Examples of Performance / Comments:

Score

D. Job Proficiency (<i>link to core competency – professionalism</i>): ▪ Demonstrates the ability to properly and efficiently use technical skills, tools, and equipment in their specific area of expertise. ▪ Demonstrates specific job knowledge and required skills, and applies them appropriately. ▪ Is a self-starter and willingly performs additional tasks as needed, even without being asked.	
Examples of Performance / Comments:	Score
E. Problem Solving (<i>link to core competency – decision making / problem solving</i>): ▪ Accepts responsibility for solving problems within the scope of the job description and takes responsibility for the outcomes of the decisions. ▪ Recognizes potential problems and acts to prevent them. ▪ Involves appropriate individuals in addressing problems and identifying solutions.	
Examples of Performance / Comments:	Score
F. Safety & Risk (<i>link to core competency – Communication</i>): ▪ Utilizes safety techniques, skills, and personal protective equipment in a manner consistent with training, and abides by city policies and other regulations. ▪ Proactively reduces risk or safety hazards in the work environment. ▪ Creates a culture of maintaining and ensuring safety procedures are followed.	
Examples of Performance / Comments:	Score
G. Supervision (<i>link to core competency – communication / interpersonal relationships</i>): ▪ Demonstrates an active leadership style that empowers employees and fosters innovation and creativity. ▪ Looks out for employee welfare; keeps employees informed. ▪ Makes logical and informed decisions and takes responsibility for them. ▪ Evaluates employees objectively in a thorough and timely manner; delivers constructive criticism and appropriate discipline when warranted, fostering an environment of equity and inclusion. ▪ Delegates and directs work effectively. ▪ Provides opportunity for mentorship, training, and tools for success and advancement; recognizes individual and team accomplishments. ▪ Handles conflict promptly and appropriately while maintaining professional relationships.	
Examples of Performance / Comments:	Score

H. Teamwork <i>(link to core competency – interpersonal relationships):</i> - Effectively contributes to group/team discussions and engages others to assist in problem solving and improving processes. - Respects the opinions of others and supports the ideas of peers, staff, and management. - Demonstrates self-awareness, motivation, empathy, and social skills.	
Examples of Performance / Comments:	Score

SECTION 2 Scoring Table	
Total Section Score <i>All categories being rated</i>	
Average Score <i>Total score divided by number of categories rated</i>	
Scoring Scale: <i>Pay increase percentage associated to Average Score</i> 1.0 – 2.4 = 0% 2.5 – 2.9 = 1% 3.0 – 3.4 = 2% 3.5 – 4.0 = 3%  <i>Topped out employees will receive a one-time payment based on the percentage associated with the average score</i>	
Pay Change Effective Date	<i>Pay changes that results from the performance evaluation will be effective on the anniversary or position change date.</i>
Probation	2.5 or above is satisfactory performance 2.4 or below is not satisfactory and may need a PIP

SECTION 3: Functional Goals & Professional Development
Functional Goal – <i>job related tasks or projects that serve the goals of the department and/or City.</i>
Professional Development Goal – <i>professional development activities that expand the individual's education, qualifications, knowledge, skills or abilities, that relate to the employee's current position or possible future career advancement within the department.</i>

SECTION 4: Additional Comments (Optional)Employee Comments:Manager Comments:**SECTION 5: Acknowledgement & Signatures**

	Signatures	Print	Date
Manager/Appraiser			
Department Director			
Human Resources Director			
Employee			

Appendix I
Self-Assessment Form - Manager



City of Deerfield Beach
Annual Employee Self-Assessment Form
Manager

Employee Name:

Department:

Job Title:

Evaluation Type: Employee Self-Assessment

Evaluation Period:

From:

To:

Date Completed:

Purpose: This employee feedback provides an opportunity for you to be engaged in the performance evaluation process. It gives you a proactive way to share in your own words, the items you believe were successfully accomplished within the evaluation period and conversely, the items that you believe further development may be needed. Your supervisor will use your feedback to complete your evaluation form for the appropriate evaluation period.

SECTION 1: Core Values & Behavioral Competencies

The following behavioral competencies align with the City's **SHARP Core Values** to which all City employees shall be accountable for displaying. These behavioral competencies are embedded within the essential functions of your position and will be included as part of your evaluation criteria. This evaluation shall be completed in accordance with the City's SHARP Core Values.

Service Honesty Accountability Respect Professionalism

Communication: Delivers and encourages clear, honest, and timely communication with staff and leadership. Strengthens overall management capacity by ensuring good internal communication. Effectively and persuasively communicates information both verbally and in writing through reports, memos, correspondence, presentations, and discussions.

Decision Making / Problem Solving: Exercises sound judgment to minimize liability and risk to the City. Finds solutions within the appropriate scope of responsibility or authority. Makes decisions based on rational, objective standards. Takes appropriate action to deal with administrative, technical and operational problems.

Interpersonal Relationships: Maintains constructive relationships with colleagues and effectively resolves conflicts. Promotes positive work environment and employee morale. Demonstrates adaptability when dealing with different personalities and difficult situations.

Professionalism: Displays enthusiasm, professionalism, adaptability. Reflects ethical standards, integrity and acts as a role model. Is trustworthy, reliable, and consistent in communicating. Maintains confidentiality of sensitive information.

Employee Self-Assessment Instructions

Please provide input and feedback on the examples of performance, highlights, accomplishments and areas for future development for each the essential functions listed in Section 2. Your input and feedback will be used to assist your supervisor/manager/director in completing your evaluation and address any future needs.

Note: The Employee Self-Assessment is required for Non-Bargaining Supervisors, Managers, Assistant Directors and Directors.

SECTION 2: Essential Functions, Skills and Knowledge

A. **Adaptability and Initiative** (*link to core competency – professionalism*):

- Sees what needs to be done and assumes responsibility without being asked.
- Accepts constructive criticism, guidance, and special assignments.
- Demonstrates commitment to change by becoming knowledgeable and offering suggestions for continuous improvement in work processes, practices, and systems.
- Adjusts priorities as needed.

Examples of Performance / Comments:

B. **Communication** (*link to core competency – communication & professionalism*):

- Appropriately conveys goals, plans, and priorities both up and down the chain of command.
- Utilizes active listening skills; understands and evaluates information and instructions.
- Conveys information, opinions, and ideas, both verbally and in writing, in a clear, concise manner that is easily understood by others.
- Exercises discretion when sharing information with others.

Examples of Performance / Comments:

C. **Cost/Profit Awareness** (*link to core competency – decision making*):

- Tries to reduce expenses when and where practical.
- Seeks to improve efficiency through planning, organization, use of resources and/or improved time management.
- Ensures compliance with annual budget and expenditure requests.
- Consistently stays within budget.

Examples of Performance / Comments:

D. **Job Proficiency** (*link to core competency – decision making*):

- Plans for present and future departmental goals.
- Prioritizes workload and meets critical deadlines.
- Applies experience and knowledge in order to contribute to general discussion, strategic plan development, and implementation at the functional level.
- Stays abreast of job-related and technological advancements.

Examples of Performance / Comments:

E. **Management Effectiveness** (*link to core competency – interpersonal relationships*):

- Effectively delivers employee performance appraisals on time.

- Holds employees accountable for meeting established expectations and goals.
- Promotes equitable treatment among staff.
- Effectively confronts and resolves conflicts.

Examples of Performance / Comments:

F. Problem-Solving / Decision-Making (link to core competency – decision making):

- Makes decisions within the scope of the job description and accepts responsibility for the outcomes.
- Anticipates potential problems and acts to prevent them.
- Appropriately reacts to problems, responding with alternative solutions when possible.
- Obtains, evaluates, and documents pertinent information to make sound decisions or recommendations.

Examples of Performance / Comments:

G. Staff Development (link to core competency – interpersonal relationships and Communication):

- Delegates responsibilities to subordinates appropriately.
- Gives frequent, meaningful, and timely feedback to enhance employees' performance.
- Encourages and assists individuals through training, coaching, and advancement opportunities.
- Invites employee participation in goal-setting, problem-solving, and decision-making when appropriate.

Examples of Performance / Comments:

H. Supervision (link to core competency – communication):

- Remains firm but fair when addressing employee issues and resolves problems promptly.
- Appropriately documents employee performance, conduct, and recognition.
- Maintains professional relationships with staff.

Examples of Performance / Comments:

I. Teamwork (*link to core competency – interpersonal relationships*):

- Fosters cooperation and respect for the input of peers, staff, and management.
- Effectively deals with all levels of the workforce.
- Uses effective interpersonal skills to obtain cooperation within and between departments.

Examples of Performance / Comments:

SECTION 3: Functional Goals & Professional Development

Functional Goal – *job related tasks or projects that serve the goals of the department and/or City*

Professional Development Goal – *professional development activities that expand the individual's education, qualifications, knowledge, skills or abilities, that relate to the employee's current position or possible future career advancement.*

SECTION 4: Acknowledgement & Signatures

	Signatures	Print	Date
Employee			

Appendix J
Performance Evaluation Form - Manager



City of Deerfield Beach
Annual Performance Evaluation Form
Manager

Employee Name:		
Department:		
Job Title:		
Appraising Supervisor/Manager/Director:		
Evaluation Type: Annual / Probationary		
Evaluation Period:	From:	To:
Date Completed:		

Purpose: The annual performance evaluation process provides an opportunity to give honest feedback and create positive dialogue between the employee and supervisor. This dialogue can improve performance where necessary, increase employee engagement, determine training, clarify expectations, evaluate goals, provide strong recognition and encouragement and create tangible paths for employee growth and advancement rooted in accountability.

SECTION 1: Core Values & Behavioral Competencies

The following behavioral competencies align with the City's **SHARP Core Values** to which all City employees shall be accountable for displaying. These behavioral competencies are embedded within the essential functions of your position and are included as part of your evaluation criteria.

Service Honesty Accountability Respect Professionalism

Communication: Delivers and encourages clear, honest, and timely communication with staff and leadership. Strengthens overall management capacity by ensuring good internal communication. Effectively and persuasively communicates information both verbally and in writing through reports, memos, correspondence, presentations, and discussions.

Decision Making / Problem Solving: Exercises sound judgment to minimize liability and risk to the City. Finds solutions within the appropriate scope of responsibility or authority. Makes decisions based on rational, objective standards. Takes appropriate action to deal with administrative, technical and operational problems.

Interpersonal Relationships: Maintains constructive relationships with colleagues and effectively resolves conflicts. Promotes positive work environment and employee morale. Demonstrates adaptability when dealing with different personalities and difficult situations.

Professionalism: Displays enthusiasm, professionalism, adaptability. Reflects ethical standards, integrity and acts as a role model. Is trustworthy, reliable, and consistent in communicating. Maintains confidentiality of sensitive information.

Performance Ratings:

4 – Outstanding (W.O.W)	Performance clearly distinguished, consistently exceeding expected results, significantly contributing to the organization
3 – Successful	Performance is completely satisfactory, meeting, and occasionally exceeding, the expectations of the position.
2 – Developing	Performance approaches the job requirements, a number of expectations not achieved, further development needed.
1 – Unsatisfactory	Performance is far below acceptable standards; immediate attention is required.

INSTRUCTIONS: This Performance Evaluation Form consists of nine (9) job related essential functions and traits. Examples of performance and/or comments are required in each category along with the score that you believe best represents the employee's performance during the evaluation period.

- All evaluation forms shall be reviewed by Department Directors before meeting with the employee.
- Evaluations with an overall average score at or below 2.4 or 3.5 or above must be reviewed by the Human Resources Director before meeting with the employee.

SECTION 2: Essential Functions, Skills and Knowledge

A. Adaptability and Initiative (*link to core competency – professionalism*):

- Sees what needs to be done and assumes responsibility without being asked.
- Accepts constructive criticism, guidance, and special assignments.
- Demonstrates commitment to change by becoming knowledgeable and offering suggestions for continuous improvement in work processes, practices, and systems.
- Adjusts priorities as needed.

Examples of Performance / Comments:

Score

B. Communication (*link to core competency – communication & professionalism*):

- Appropriately conveys goals, plans, and priorities both up and down the chain of command.
- Utilizes active listening skills; understands and evaluates information and instructions.
- Conveys information, opinions, and ideas, both verbally and in writing, in a clear, concise manner that is easily understood by others.
- Exercises discretion when sharing information with others.

Examples of Performance / Comments:

Score

C. Cost/Profit Awareness (*link to core competency – decision making*):

- Tries to reduce expenses when and where practical.
- Seeks to improve efficiency through planning, organization, use of resources and/or improved time management.
- Ensures compliance with annual budget and expenditure requests.
- Consistently stays within budget.

Examples of Performance / Comments:

Score

D. Job Proficiency (<i>link to core competency – decision making</i>): - Plans for present and future departmental goals. - Prioritizes workload and meets critical deadlines. - Applies experience and knowledge in order to contribute to general discussion, strategic plan development, and implementation at the functional level. - Stays abreast of job-related and technological advancements.	
Examples of Performance / Comments:	Score
E. Management Effectiveness (<i>link to core competency – interpersonal relationships</i>): - Effectively delivers employee performance appraisals on time. - Holds employees accountable for meeting established expectations and goals. - Promotes equitable treatment among staff. - Effectively confronts and resolves conflicts.	
Examples of Performance / Comments:	Score
F. Problem-Solving / Decision-Making (<i>link to core competency – decision making</i>): - Makes decisions within the scope of the job description and accepts responsibility for the outcomes. - Anticipates potential problems and acts to prevent them. - Appropriately reacts to problems, responding with alternative solutions when possible. - Obtains, evaluates, and documents pertinent information to make sound decisions or recommendations.	
Examples of Performance / Comments:	Score
G. Staff Development (<i>link to core competency – interpersonal relationships and Communication</i>): - Delegates responsibilities to subordinates appropriately. - Gives frequent, meaningful, and timely feedback to enhance employees' performance. - Encourages and assists individuals through training, coaching, and advancement opportunities. - Invites employee participation in goal-setting, problem-solving, and decision-making when appropriate.	
Examples of Performance / Comments:	Score

H. Supervision (<i>link to core competency – communication</i>): ▪ Remains firm but fair when addressing employee issues and resolves problems promptly. ▪ Appropriately documents employee performance, conduct, and recognition. ▪ Maintains professional relationships with staff.	
Examples of Performance / Comments:	Score
I. Teamwork (<i>link to core competency – interpersonal relationships</i>): ▪ Fosters cooperation and respect for the input of peers, staff, and management. ▪ Effectively deals with all levels of the workforce. ▪ Uses effective interpersonal skills to obtain cooperation within and between departments.	
Examples of Performance / Comments:	Score

SECTION 2 Scoring Table	
Total Section Score <i>All categories being rated</i>	
Average Score <i>Total score divided by number of categories rated</i>	
Scoring Scale: <i>Pay increase percentage associated to Average Score</i>	
1.0 – 2.4 = 0% 2.5 – 2.9 = 1% 3.0 – 3.4 = 2% 3.5 – 4.0 = 3%	
 <i>Topped out employees will receive a one-time payment based on the percentage associated with the average score</i>	
Pay Change Effective Date	<i>Pay changes that results from the performance evaluation will be effective on the anniversary or position change date.</i>
Probation	2.5 or above is satisfactory performance 2.4 or below is not satisfactory and may need a PIP

SECTION 3: Functional Goals & Professional Development

Functional Goal – *job related tasks or projects that serve the goals of the department and/or City*

Professional Development Goal – *professional development activities that expand the individual's education, qualifications, knowledge, skills or abilities, that relate to the employee's current position or possible future career advancement.*

SECTION 4: Additional Comments (Optional)

Employee Comments:

Manager Comments:

SECTION 5: Acknowledgement & Signatures

	Signatures	Print	Date
Manager/Appraiser			
Department Director			
Human Resources Director			
Employee			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-507

Agenda Date: 10/15/2024

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 award of ITBC #24-31-PC for the West Deerfield Drainage Improvement Project to FG Construction, LLC; authorizing execution of a contract with FG Construction, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$5,725,753.74; and providing an effective date. (Funds from Account #462-300-360-3800-000-53800-506530 - 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: \$5,725,753.74

Account Name: Stormwater Capital/CIP Infrastructure

Account Number: 462-300-360-3800-000-53800-506530

Background/History

The Purchasing and Contract Administration Division issued an Invitation to Bid for Construction of the West Deerfield Drainage Improvement, ITBC #24-31-PC. On July 19, 2024, ITBC was advertised in the legal notices section of the Broward County designated public notice website. The notice was sent to four hundred twenty-two (422) prospective Offerors via the Procurement Marketplace. Sixteen (16) vendors viewed the documents of the ITBC. On August 20, 2024, at 2:00 p.m. EST, the Purchasing and Contract Administration Division opened five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITBC requirements. The apparent low bidder, FG Construction, LLC met all the requirements of the ITBC.

Current Activity

The Purchasing and Contract Administration Division discussed the response with the Department of Environmental Services staff, which concurred that FG Construction, LLC meets all the requirements of the ITBC.

Substantial completion shall be within 305 calendar days and the Contractor shall achieve final completion within 365 calendar days of the City's issuance of the Notice to Proceed.

This project is funded with American Rescue Plan funds and a loan from the Utility Fund to the Stormwater Fund. The deficit in project funds will come from the available Stormwater Fund balance.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach award ITBC 24-31-PC for the West Deerfield Drainage Project to FG Construction, LLC, in an amount not to exceed \$5,725,753.74.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITBC #24-31-PC FOR THE WEST DEERFIELD DRAINAGE IMPROVEMENT PROJECT TO FG CONSTRUCTION, LLC; AUTHORIZING EXECUTION OF A CONTRACT WITH FG CONSTRUCTION, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$5,725,753.74; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City issued Invitation to Bid Construction #24-31-PC (the “ITBC”) seeking a qualified contractor for the West Deerfield Drainage Improvements Project; and

WHEREAS, the ITBC was advertised in the legal notices section on the Broward County Website on July 19, 2024, and the notice was sent to 422 prospective firms via the e-Procurement Marketplace with 16 vendors viewing the ITBC documents; and

WHEREAS, on August 20, 2024, at 2:00 p.m., the ITBC due date and time, the Purchasing and Contract Division (the “Division”) opened the five bids that were timely received, and reviewed the bids to ensure that they met the ITBC requirements; and

WHEREAS, the Division reviewed the bid submitted by FG Construction, LLC (“FG”), the apparent lowest priced responsive and responsible bidder, discussed it with the Department of Environmental Services and concluded that FG met all the requirements of the ITBC; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITBC to FG, the lowest priced responsive and responsible bidder to the ITBC, and authorize the execution of a contract with FG for the West Deerfield Drainage Improvement Project in an amount not to exceed \$5,725,753.74 (the “Contract”).

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

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

Section 2. The City Commission hereby approves the award of ITBC #24-31-PC to FG Construction, LLC, for the West Deerfield Drainage Improvement Project in an amount not to exceed \$5,725,753.74.

Section 3. The Interim City Manager is hereby authorized to execute a Contract with FG for the West Deerfield Improvement Project in an amount not to exceed \$5,725,753.74 based upon the terms and conditions of the ITBC, together with such additional terms as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Paul Collette, Senior Buyer

THRU: Peggy Cadeaux, Purchasing Manager

DATE: September 12, 2024

SUBJECT: West Deerfield Drainage Improvement, ITBC #24-31-PC

The Purchasing and Contract Administration Division issued an Invitation to Bid Construction for the West Deerfield Drainage Improvement, ITBC #24-31-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On July 19, 2024, the ITBC was advertised in the legal notices section of the Broward County Website. The notice was sent to four hundred twenty-two (422) prospective Offerors via the e- Procurement Marketplace.
- Sixteen (16) vendors viewed the documents of the ITBC.
- On July 30, 2024 at 11:00 a.m., a Non-Mandatory Pre-Bid Conference was held in person and via Zoom.
- On August 20, 2024 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed five (5) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITBC requirements.
- The apparent low bidder, FG Construction, LLC met all the requirements of the ITBC.
- The Purchasing and Contract Administration Division discussed the response with the Department of Environmental Services staff of which concurred that FG Construction, LLC meets all the requirements of the ITBC.
- The substantial completion shall be within Three Hundred Five (305) calendar days and shall achieve final completion within Three Hundred Sixty-Five (365) calendar days of the City's issuance of the Notice to Proceed.
- Reference checks were conducted on FG Construction, LLC and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing pcollette@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954- 480-4381 with any questions.

In summary, FG Construction, LLC is the low, responsive and responsible bidder able to meet the ITBC requirements; therefore, the award recommendation of this ITBC is to FG Construction, LLC.

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

Att. Tabulation Summary, Tabulation Sheets, Scope of Work

Event Number	24-31-PC Addendum 3	Organization	City of Deerfield Beach
Event Title	West Deerfield Drainage Improvement	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed bids for	Event Owner	Paul Collette
Event Type	ITB (Construction)	Email	pcollette@deerfield-beach.com
Issue Date	7/19/2024 05:50:44 PM (ET)	Phone	(954) 480-4418
Close Date	8/20/2024 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
FG Construction, LLC	Tamarac	FL	8/19/2024 05:31:06 PM (ET)	74	\$5,725,753.74
JVA Engineering Contractor	Miami	FL	8/20/2024 12:34:34 PM (ET)	74	\$7,469,579.93
Man-Con Incorporated	Deerfield Beach,	FL	8/20/2024 09:34:41 AM (ET)	74	\$8,312,099.00
Lanzo Construction Co., FL	Deerfield Beach	FL	8/20/2024 12:41:45 PM (ET)	74	\$8,704,845.00
Ric-Man International Inc	Pompano Beach	FL	8/20/2024 01:52:52 PM (ET)	74	\$9,414,361.00

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

1	Bonds and Insurance				
	Supplier	QTY	UOM	Price	Extended
	JVA Engineering Contractor	1	Lump Sum	\$175,900.00	\$175,900.00
	FG Construction, LLC	1	Lump Sum	\$216,651.77	\$216,651.77
	Man-Con Incorporated	1	Lump Sum	\$245,000.00	\$245,000.00
	Lanzo Construction Co., FL	1	Lump Sum	\$250,000.00	\$250,000.00
	Ric-Man International Inc	1	Lump Sum	\$263,000.00	\$263,000.00

2	Mobilization				
	Supplier	QTY	UOM	Price	Extended
	JVA Engineering Contractor	1	Lump Sum	\$248,600.00	\$248,600.00
	Man-Con Incorporated	1	Lump Sum	\$315,000.00	\$315,000.00
	Lanzo Construction Co., FL	1	Lump Sum	\$400,000.00	\$400,000.00
	FG Construction, LLC	1	Lump Sum	\$495,175.39	\$495,175.39
	Ric-Man International Inc	1	Lump Sum	\$1,142,424.00	\$1,142,424.00

3	Maintenance of Traffic				
	Supplier	QTY	UOM	Price	Extended
	Lanzo Construction Co., FL	1	Lump Sum	\$75,000.00	\$75,000.00
	Ric-Man International Inc	1	Lump Sum	\$102,000.00	\$102,000.00
	JVA Engineering Contractor	1	Lump Sum	\$159,000.00	\$159,000.00
	FG Construction, LLC	1	Lump Sum	\$160,616.29	\$160,616.29
	Man-Con Incorporated	1	Lump Sum	\$250,000.00	\$250,000.00

4	F&I, Drainage Pipe - 12" DIP				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	25	LF	\$201.87	\$5,046.75
	JVA Engineering Contractor	25	LF	\$317.00	\$7,925.00
	Man-Con Incorporated	25	LF	\$501.00	\$12,525.00
	Ric-Man International Inc	25	LF	\$720.00	\$18,000.00
	Lanzo Construction Co., FL	25	LF	\$750.00	\$18,750.00

5	F&I, Drainage Pipe - 15" Solid RCP				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	1470	LF	\$84.01	\$123,494.70
	Ric-Man International Inc	1470	LF	\$97.00	\$142,590.00
	JVA Engineering Contractor	1470	LF	\$181.30	\$266,511.00
	Man-Con Incorporated	1470	LF	\$250.00	\$367,500.00
	Lanzo Construction Co., FL	1470	LF	\$345.00	\$507,150.00

6	F&I, Exfiltration Trench - 15" Perforated RCP				
	Supplier	QTY	UOM	Unit Price	Extended
	Man-Con Incorporated	180	LF	\$173.00	\$31,140.00
	FG Construction, LLC	180	LF	\$178.52	\$32,133.60
	Lanzo Construction Co., FL	180	LF	\$200.00	\$36,000.00
	Ric-Man International Inc	180	LF	\$240.00	\$43,200.00
	JVA Engineering Contractor	180	LF	\$254.00	\$45,720.00

7	F&I, Drainage Pipe - 24" Solid RCP				
	Supplier	QTY	UOM	Unit Price	Extended
	Ric-Man International Inc	1650	LF	\$110.00	\$181,500.00
	FG Construction, LLC	1650	LF	\$128.67	\$212,305.50
	JVA Engineering Contractor	1650	LF	\$217.00	\$358,050.00
	Man-Con Incorporated	1650	LF	\$255.00	\$420,750.00
	Lanzo Construction Co., FL	1650	LF	\$270.00	\$445,500.00

8	F&I, Exfiltration Trench - 24" Perforated RCP				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	7280	LF	\$208.45	\$1,517,516.00
	Ric-Man International Inc	7280	LF	\$240.00	\$1,747,200.00
	Man-Con Incorporated	7280	LF	\$255.00	\$1,856,400.00
	Lanzo Construction Co., FL	7280	LF	\$280.00	\$2,038,400.00
	JVA Engineering Contractor	7280	LF	\$283.80	\$2,066,064.00

9	F&I, Control Structure				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	1	ea	\$13,609.38	\$13,609.38
	JVA Engineering Contractor	1	ea	\$19,400.00	\$19,400.00
	Ric-Man International Inc	1	ea	\$35,000.00	\$35,000.00
	Lanzo Construction Co., FL	1	ea	\$45,000.00	\$45,000.00
	Man-Con Incorporated	1	ea	\$50,961.00	\$50,961.00

10	F&I, Storm Manhole Structure - 4' Round				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	14	ea	\$4,490.75	\$62,870.50
	Ric-Man International Inc	14	ea	\$7,700.00	\$107,800.00
	Man-Con Incorporated	14	ea	\$9,000.00	\$126,000.00
	Lanzo Construction Co., FL	14	ea	\$9,500.00	\$133,000.00
	JVA Engineering Contractor	14	ea	\$10,140.00	\$141,960.00

11	F&I, Storm Manhole Structure - 5' Round				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	39	ea	\$5,857.28	\$228,433.92
	Ric-Man International Inc	39	ea	\$8,300.00	\$323,700.00
	Man-Con Incorporated	39	ea	\$10,000.00	\$390,000.00
	Lanzo Construction Co., FL	39	ea	\$10,000.00	\$390,000.00
	JVA Engineering Contractor	39	ea	\$10,895.00	\$424,905.00

12	F&I, Storm Manhole Structure - 6' Round				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	4	ea	\$7,525.11	\$30,100.44
	Ric-Man International Inc	4	ea	\$9,500.00	\$38,000.00
	Lanzo Construction Co., FL	4	ea	\$10,000.00	\$40,000.00
	Man-Con Incorporated	4	ea	\$12,000.00	\$48,000.00
	JVA Engineering Contractor	4	ea	\$12,490.00	\$49,960.00

13	F&I, Storm Manhole Structure - 8' Round				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	1	ea	\$10,094.37	\$10,094.37
	Lanzo Construction Co., FL	1	ea	\$15,000.00	\$15,000.00
	Ric-Man International Inc	1	ea	\$15,000.00	\$15,000.00
	Man-Con Incorporated	1	ea	\$21,000.00	\$21,000.00
	JVA Engineering Contractor	1	ea	\$29,511.72	\$29,511.72

14	F&I, Catch Basins - Type C (FDOT 425-052)				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	44	ea	\$3,328.61	\$146,458.84
	Man-Con Incorporated	44	ea	\$5,766.00	\$253,704.00
	Ric-Man International Inc	44	ea	\$6,200.00	\$272,800.00
	Lanzo Construction Co., FL	44	ea	\$8,500.00	\$374,000.00
	JVA Engineering Contractor	44	ea	\$10,080.00	\$443,520.00

15	F&I, Catch Basins - Type C (FDOT 425-052) w/ 4' J Bottom				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	16	ea	\$4,594.79	\$73,516.64
	Man-Con Incorporated	16	ea	\$8,071.00	\$129,136.00
	Ric-Man International Inc	16	ea	\$8,100.00	\$129,600.00
	Lanzo Construction Co., FL	16	ea	\$9,500.00	\$152,000.00
	JVA Engineering Contractor	16	ea	\$10,260.00	\$164,160.00

16	F&I, Catch Basins - Type C (FDOT 425-052) w/ 5' J Bottom				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	11	ea	\$5,122.09	\$56,342.99
	Ric-Man International Inc	11	ea	\$7,800.00	\$85,800.00
	Man-Con Incorporated	11	ea	\$8,719.00	\$95,909.00
	Lanzo Construction Co., FL	11	ea	\$10,000.00	\$110,000.00
	JVA Engineering Contractor	11	ea	\$10,810.00	\$118,910.00

17	F&I, Catch Basins - Type C (FDOT 425-052) w/ 6' J Bottom				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	1	ea	\$8,237.21	\$8,237.21
	Ric-Man International Inc	1	ea	\$9,300.00	\$9,300.00
	Lanzo Construction Co., FL	1	ea	\$10,500.00	\$10,500.00
	Man-Con Incorporated	1	ea	\$12,123.00	\$12,123.00
	JVA Engineering Contractor	1	ea	\$13,080.00	\$13,080.00

18	F&I, Catch Basins - Type D (FDOT 425-052)				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	3	ea	\$5,391.47	\$16,174.41
	Ric-Man International Inc	3	ea	\$8,600.00	\$25,800.00
	Man-Con Incorporated	3	ea	\$8,872.00	\$26,616.00
	Lanzo Construction Co., FL	3	ea	\$9,500.00	\$28,500.00
	JVA Engineering Contractor	3	ea	\$11,490.00	\$34,470.00

19	F&I, Catch Basins - Type E (FDOT 425-052), w/ 6' J Bottom				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	3	ea	\$7,296.96	\$21,890.88
	Ric-Man International Inc	3	ea	\$9,700.00	\$29,100.00
	Lanzo Construction Co., FL	3	ea	\$10,500.00	\$31,500.00
	Man-Con Incorporated	3	ea	\$11,781.00	\$35,343.00
	JVA Engineering Contractor	3	ea	\$12,730.00	\$38,190.00

20	F&I, Pipe Connection to Drainage Structure				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	52	ea	\$602.03	\$31,305.56
	Lanzo Construction Co., FL	52	ea	\$675.00	\$35,100.00
	JVA Engineering Contractor	52	ea	\$1,380.00	\$71,760.00
	Man-Con Incorporated	52	ea	\$2,973.00	\$154,596.00
	Ric-Man International Inc	52	ea	\$3,600.00	\$187,200.00

21	Core Drill Structure and Connect Proposed Pipe				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	3	ea	\$1,955.75	\$5,867.25
	Lanzo Construction Co., FL	3	ea	\$2,500.00	\$7,500.00
	JVA Engineering Contractor	3	ea	\$2,700.00	\$8,100.00
	Man-Con Incorporated	3	ea	\$10,000.00	\$30,000.00
	Ric-Man International Inc	3	ea	\$24,000.00	\$72,000.00

22	F&I, Frame and Grate				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	2	ea	\$1,500.00	\$3,000.00
	FG Construction, LLC	2	ea	\$1,558.54	\$3,117.08
	Man-Con Incorporated	2	ea	\$2,257.00	\$4,514.00
	JVA Engineering Contractor	2	ea	\$2,575.00	\$5,150.00
	Ric-Man International Inc	2	ea	\$2,900.00	\$5,800.00

23	F&I, Inline Check Valves				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	3	ea	\$12,000.00	\$36,000.00
	FG Construction, LLC	3	ea	\$12,927.74	\$38,783.22
	Man-Con Incorporated	3	ea	\$13,518.00	\$40,554.00
	JVA Engineering Contractor	3	ea	\$16,960.00	\$50,880.00
	Ric-Man International Inc	3	ea	\$18,000.00	\$54,000.00

24	F&I, Metal Pollution Retardant Baffle				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	86	ea	\$580.42	\$49,916.12
	JVA Engineering Contractor	86	ea	\$814.00	\$70,004.00
	Lanzo Construction Co., FL	86	ea	\$900.00	\$77,400.00
	Man-Con Incorporated	86	ea	\$1,097.00	\$94,342.00
	Ric-Man International Inc	86	ea	\$1,100.00	\$94,600.00

25	F&I, Trench Drain				
	Supplier	QTY	UOM	Unit Price	Extended
	Ric-Man International Inc	64	LF	\$57.00	\$3,648.00
	JVA Engineering Contractor	64	LF	\$519.72	\$33,262.08
	FG Construction, LLC	64	LF	\$584.03	\$37,377.92
	Lanzo Construction Co., FL	64	LF	\$650.00	\$41,600.00
	Man-Con Incorporated	64	LF	\$820.00	\$52,480.00

26	New Retention Area				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	5000	ft2	\$3.33	\$16,650.00
	Lanzo Construction Co., FL	5000	ft2	\$5.00	\$25,000.00
	JVA Engineering Contractor	5000	ft2	\$5.30	\$26,500.00
	Ric-Man International Inc	5000	ft2	\$9.20	\$46,000.00
	Man-Con Incorporated	5000	ft2	\$14.00	\$70,000.00

27	Regrade Existing Retention Area				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	5500	ft2	\$2.40	\$13,200.00
	FG Construction, LLC	5500	ft2	\$2.53	\$13,915.00
	Lanzo Construction Co., FL	5500	ft2	\$4.00	\$22,000.00
	Ric-Man International Inc	5500	ft2	\$9.20	\$50,600.00
	Man-Con Incorporated	5500	ft2	\$14.00	\$77,000.00

28	R&D, Existing Drainage Pipe				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	850	LF	\$11.97	\$10,174.50
	FG Construction, LLC	850	LF	\$20.36	\$17,306.00
	Ric-Man International Inc	850	LF	\$25.00	\$21,250.00
	Man-Con Incorporated	850	LF	\$82.00	\$69,700.00
	Lanzo Construction Co., FL	850	LF	\$85.00	\$72,250.00

29	R&D, Existing Drainage Structure				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	29	ea	\$957.60	\$27,770.40
	FG Construction, LLC	29	ea	\$985.36	\$28,575.44
	Ric-Man International Inc	29	ea	\$1,800.00	\$52,200.00
	Man-Con Incorporated	29	ea	\$2,793.00	\$80,997.00
	Lanzo Construction Co., FL	29	ea	\$6,500.00	\$188,500.00

30	Additional Compensation for Excavation in Hard Rock				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	5303	LF	\$0.12	\$636.36
	Man-Con Incorporated	5303	LF	\$1.00	\$5,303.00
	Ric-Man International Inc	5303	LF	\$3.00	\$15,909.00
	FG Construction, LLC	5303	LF	\$7.29	\$38,658.87
	Lanzo Construction Co., FL	5303	LF	\$10.00	\$53,030.00

31	Utility Adjustment				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	30	ea	\$958.81	\$28,764.30
	JVA Engineering Contractor	30	ea	\$6,773.62	\$203,208.60
	Lanzo Construction Co., FL	30	ea	\$12,000.00	\$360,000.00
	Man-Con Incorporated	30	ea	\$12,850.00	\$385,500.00
	Ric-Man International Inc	30	ea	\$13,000.00	\$390,000.00

32	F&I, Line Stops				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	10	ea	\$1,711.57	\$17,115.70
	Lanzo Construction Co., FL	10	ea	\$8,000.00	\$80,000.00
	Ric-Man International Inc	10	ea	\$11,000.00	\$110,000.00
	JVA Engineering Contractor	10	ea	\$17,850.26	\$178,502.60
	Man-Con Incorporated	10	ea	\$24,179.00	\$241,790.00

33	Repair/Replacement of Existing Sanitary Sewer Pipe				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	500	LF	\$78.27	\$39,135.00
	Ric-Man International Inc	500	LF	\$180.00	\$90,000.00
	Lanzo Construction Co., FL	500	LF	\$200.00	\$100,000.00
	JVA Engineering Contractor	500	LF	\$338.45	\$169,225.00
	Man-Con Incorporated	500	LF	\$418.00	\$209,000.00

34	F&I, Endwall				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	1	ea	\$6,570.10	\$6,570.10
	JVA Engineering Contractor	1	ea	\$9,151.27	\$9,151.27
	Ric-Man International Inc	1	ea	\$13,000.00	\$13,000.00
	Lanzo Construction Co., FL	1	ea	\$27,000.00	\$27,000.00
	Man-Con Incorporated	1	ea	\$27,520.00	\$27,520.00

35	Canal Bank Restoration				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	300	yd2	\$13.45	\$4,035.00
	JVA Engineering Contractor	300	yd2	\$25.84	\$7,752.00
	Man-Con Incorporated	300	yd2	\$63.00	\$18,900.00
	Lanzo Construction Co., FL	300	yd2	\$140.00	\$42,000.00
	Ric-Man International Inc	300	yd2	\$210.00	\$63,000.00

36	F&P, Trench Restoration, Parallel Utility Installation				
	Supplier	QTY	UOM	Unit Price	Extended
	Man-Con Incorporated	9800	yd2	\$59.00	\$578,200.00
	JVA Engineering Contractor	9800	yd2	\$60.77	\$595,546.00
	FG Construction, LLC	9800	yd2	\$61.58	\$603,484.00
	Lanzo Construction Co., FL	9800	yd2	\$105.00	\$1,029,000.00
	Ric-Man International Inc	9800	yd2	\$160.00	\$1,568,000.00

37	F&P, Trench Restoration, Perpendicular Utility Installation				
	Supplier	QTY	UOM	Unit Price	Extended
	Man-Con Incorporated	710	yd2	\$80.00	\$56,800.00
	JVA Engineering Contractor	710	yd2	\$89.77	\$63,736.70
	Lanzo Construction Co., FL	710	yd2	\$110.00	\$78,100.00
	FG Construction, LLC	710	yd2	\$124.90	\$88,679.00
	Ric-Man International Inc	710	yd2	\$180.00	\$127,800.00

38	Milling Existing Asphalt Pavement				
	Supplier	QTY	UOM	Unit Price	Extended
	Man-Con Incorporated	17500	yd2	\$3.00	\$52,500.00
	Lanzo Construction Co., FL	17500	yd2	\$4.00	\$70,000.00
	Ric-Man International Inc	17500	yd2	\$4.90	\$85,750.00
	FG Construction, LLC	17500	yd2	\$5.54	\$96,950.00
	JVA Engineering Contractor	17500	yd2	\$6.04	\$105,700.00

39	F&P, Asphalt Pavement Overlay				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	17500	yd2	\$11.95	\$209,125.00
	Lanzo Construction Co., FL	17500	yd2	\$12.00	\$210,000.00
	Ric-Man International Inc	17500	yd2	\$13.00	\$227,500.00
	Man-Con Incorporated	17500	yd2	\$13.00	\$227,500.00
	FG Construction, LLC	17500	yd2	\$24.04	\$420,700.00

40	F&I, Speed Table				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	14	ea	\$250.00	\$3,500.00
	JVA Engineering Contractor	14	ea	\$705.38	\$9,875.32
	Man-Con Incorporated	14	ea	\$2,000.00	\$28,000.00
	Ric-Man International Inc	14	ea	\$4,700.00	\$65,800.00
	FG Construction, LLC	14	ea	\$7,047.06	\$98,658.84

41	F&I, 24" Stop Bar, Solid White				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	300	LF	\$5.00	\$1,500.00
	FG Construction, LLC	300	LF	\$9.11	\$2,733.00
	JVA Engineering Contractor	300	LF	\$9.58	\$2,874.00
	Man-Con Incorporated	300	LF	\$10.00	\$3,000.00
	Ric-Man International Inc	300	LF	\$27.00	\$8,100.00

42	F&I, 12" Solid White or Yellow				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	260	LF	\$3.50	\$910.00
	Man-Con Incorporated	260	LF	\$5.00	\$1,300.00
	FG Construction, LLC	260	LF	\$5.46	\$1,419.60
	JVA Engineering Contractor	260	LF	\$5.75	\$1,495.00
	Ric-Man International Inc	260	LF	\$16.00	\$4,160.00

43	F&I, 6" Solid White or Yellow				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	3500	LF	\$1.00	\$3,500.00
	Man-Con Incorporated	3500	LF	\$2.00	\$7,000.00
	FG Construction, LLC	3500	LF	\$2.28	\$7,980.00
	JVA Engineering Contractor	3500	LF	\$2.39	\$8,365.00
	Ric-Man International Inc	3500	LF	\$3.40	\$11,900.00

44	F&I, 8" Solid White				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	210	LF	\$2.00	\$420.00
	FG Construction, LLC	210	LF	\$2.45	\$514.50
	JVA Engineering Contractor	210	LF	\$2.57	\$539.70
	Man-Con Incorporated	210	LF	\$3.00	\$630.00
	Ric-Man International Inc	210	LF	\$5.40	\$1,134.00

45	F&I, 6" Yellow Skip (2'-4')				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	288	LF	\$1.00	\$288.00
	FG Construction, LLC	288	LF	\$2.28	\$656.64
	JVA Engineering Contractor	288	LF	\$2.39	\$688.32
	Ric-Man International Inc	288	LF	\$4.00	\$1,152.00
	Man-Con Incorporated	288	LF	\$4.00	\$1,152.00

46	F&I, 6" Yellow Skip (6'-10')				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	32	LF	\$1.00	\$32.00
	FG Construction, LLC	32	LF	\$2.28	\$72.96
	JVA Engineering Contractor	32	LF	\$2.39	\$76.48
	Ric-Man International Inc	32	LF	\$4.00	\$128.00
	Man-Con Incorporated	32	LF	\$4.00	\$128.00

47	F&I, 6" Yellow Skip (10'-30')				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	4320	LF	\$1.00	\$4,320.00
	FG Construction, LLC	4320	LF	\$2.28	\$9,849.60
	JVA Engineering Contractor	4320	LF	\$2.39	\$10,324.80
	Ric-Man International Inc	4320	LF	\$4.00	\$17,280.00
	Man-Con Incorporated	4320	LF	\$4.00	\$17,280.00

48	F&I, Reflective Pavement Markers				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	270	ea	\$5.00	\$1,350.00
	FG Construction, LLC	270	ea	\$5.69	\$1,536.30
	JVA Engineering Contractor	270	ea	\$5.99	\$1,617.30
	Ric-Man International Inc	270	ea	\$11.00	\$2,970.00
	Man-Con Incorporated	270	ea	\$11.00	\$2,970.00

49	F&I, Text or Directional Arrow				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	11	ea	\$100.00	\$1,100.00
	FG Construction, LLC	11	ea	\$159.38	\$1,753.18
	JVA Engineering Contractor	11	ea	\$167.58	\$1,843.38
	Man-Con Incorporated	11	ea	\$380.00	\$4,180.00
	Ric-Man International Inc	11	ea	\$670.00	\$7,370.00

50	Relocate or Adjust Existing Sign				
	Supplier	QTY	UOM	Unit Price	Extended
	Ric-Man International Inc	25	ea	\$340.00	\$8,500.00
	FG Construction, LLC	25	ea	\$512.31	\$12,807.75
	JVA Engineering Contractor	25	ea	\$538.65	\$13,466.25
	Lanzo Construction Co., FL	25	ea	\$750.00	\$18,750.00
	Man-Con Incorporated	25	ea	\$1,174.00	\$29,350.00

51	F&I, Street Signs (without post)				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	25	ea	\$210.61	\$5,265.25
	JVA Engineering Contractor	25	ea	\$221.45	\$5,536.25
	Lanzo Construction Co., FL	25	ea	\$400.00	\$10,000.00
	Ric-Man International Inc	25	ea	\$540.00	\$13,500.00
	Man-Con Incorporated	25	ea	\$800.00	\$20,000.00

52	R&D, Existing Trees				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	20	ea	\$853.84	\$17,076.80
	Lanzo Construction Co., FL	20	ea	\$1,500.00	\$30,000.00
	Man-Con Incorporated	20	ea	\$1,535.00	\$30,700.00
	JVA Engineering Contractor	20	ea	\$1,556.10	\$31,122.00
	Ric-Man International Inc	20	ea	\$2,400.00	\$48,000.00

53	Relocate Existing Trees				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	10	ea	\$1,000.00	\$10,000.00
	FG Construction, LLC	10	ea	\$1,423.07	\$14,230.70
	Man-Con Incorporated	10	ea	\$1,535.00	\$15,350.00
	JVA Engineering Contractor	10	ea	\$2,394.00	\$23,940.00
	Ric-Man International Inc	10	ea	\$7,200.00	\$72,000.00

54	F&I, Trees				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	20	ea	\$967.69	\$19,353.80
	Lanzo Construction Co., FL	20	ea	\$2,500.00	\$50,000.00
	Man-Con Incorporated	20	ea	\$2,687.00	\$53,740.00
	JVA Engineering Contractor	20	ea	\$2,992.50	\$59,850.00
	Ric-Man International Inc	20	ea	\$4,800.00	\$96,000.00

55	Clear and Grade Swale				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	14100	yd2	\$3.70	\$52,170.00
	JVA Engineering Contractor	14100	yd2	\$5.03	\$70,923.00
	Man-Con Incorporated	14100	yd2	\$10.00	\$141,000.00
	Lanzo Construction Co., FL	14100	yd2	\$12.00	\$169,200.00
	Ric-Man International Inc	14100	yd2	\$14.00	\$197,400.00

56	F&I, Sod				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	15200	yd2	\$5.61	\$85,272.00
	Lanzo Construction Co., FL	15200	yd2	\$6.00	\$91,200.00
	Man-Con Incorporated	15200	yd2	\$9.00	\$136,800.00
	JVA Engineering Contractor	15200	yd2	\$9.51	\$144,552.00
	Ric-Man International Inc	15200	yd2	\$16.00	\$243,200.00

57	Relocate Existing Mailbox				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	35	ea	\$89.35	\$3,127.25
	Lanzo Construction Co., FL	35	ea	\$200.00	\$7,000.00
	Ric-Man International Inc	35	ea	\$290.00	\$10,150.00
	Man-Con Incorporated	35	ea	\$362.00	\$12,670.00
	JVA Engineering Contractor	35	ea	\$478.80	\$16,758.00

58	Relocate Existing City of Deerfield Beach Monument Sign				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	2	ea	\$1,704.05	\$3,408.10
	Man-Con Incorporated	2	ea	\$5,000.00	\$10,000.00
	JVA Engineering Contractor	2	ea	\$7,182.00	\$14,364.00
	Ric-Man International Inc	2	ea	\$9,200.00	\$18,400.00
	Lanzo Construction Co., FL	2	ea	\$15,000.00	\$30,000.00

59	Restoration of Driveway Aprons - Asphalt				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	305	yd2	\$34.01	\$10,373.05
	JVA Engineering Contractor	305	yd2	\$68.54	\$20,904.70
	Ric-Man International Inc	305	yd2	\$74.00	\$22,570.00
	Lanzo Construction Co., FL	305	yd2	\$115.00	\$35,075.00
	Man-Con Incorporated	305	yd2	\$119.00	\$36,295.00

60	Restoration of Driveway Aprons - Concrete				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	900	yd2	\$57.22	\$51,498.00
	JVA Engineering Contractor	900	yd2	\$86.54	\$77,886.00
	Lanzo Construction Co., FL	900	yd2	\$145.00	\$130,500.00
	Ric-Man International Inc	900	yd2	\$180.00	\$162,000.00
	Man-Con Incorporated	900	yd2	\$203.00	\$182,700.00

61	Restoration of Driveway Aprons - Pavers				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	170	yd2	\$106.08	\$18,033.60
	Lanzo Construction Co., FL	170	yd2	\$150.00	\$25,500.00
	JVA Engineering Contractor	170	yd2	\$161.60	\$27,472.00
	Man-Con Incorporated	170	yd2	\$227.00	\$38,590.00
	Ric-Man International Inc	170	yd2	\$270.00	\$45,900.00

62	R&D, Existing Concrete Sidewalk				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	1000	yd2	\$12.11	\$12,110.00
	JVA Engineering Contractor	1000	yd2	\$21.47	\$21,470.00
	Man-Con Incorporated	1000	yd2	\$35.00	\$35,000.00
	Lanzo Construction Co., FL	1000	yd2	\$85.00	\$85,000.00
	Ric-Man International Inc	1000	yd2	\$99.00	\$99,000.00

63	F&I, Concrete Sidewalk				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	1000	yd2	\$53.32	\$53,320.00
	Lanzo Construction Co., FL	1000	yd2	\$55.00	\$55,000.00
	Ric-Man International Inc	1000	yd2	\$60.00	\$60,000.00
	JVA Engineering Contractor	1000	yd2	\$71.38	\$71,380.00
	Man-Con Incorporated	1000	yd2	\$100.00	\$100,000.00

64	F&I, Detectable Warning				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	20	ea	\$329.60	\$6,592.00
	Ric-Man International Inc	20	ea	\$400.00	\$8,000.00
	JVA Engineering Contractor	20	ea	\$418.47	\$8,369.40
	Lanzo Construction Co., FL	20	ea	\$780.00	\$15,600.00
	Man-Con Incorporated	20	ea	\$990.00	\$19,800.00

65	Remove Existing Chain Link Fence				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	260	LF	\$5.02	\$1,305.20
	Lanzo Construction Co., FL	260	LF	\$7.00	\$1,820.00
	JVA Engineering Contractor	260	LF	\$11.97	\$3,112.20
	Ric-Man International Inc	260	LF	\$14.00	\$3,640.00
	Man-Con Incorporated	260	LF	\$41.00	\$10,660.00

66	Remove Existing Guardrail				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	20	LF	\$7.18	\$143.60
	FG Construction, LLC	20	LF	\$28.46	\$569.20
	Ric-Man International Inc	20	LF	\$58.00	\$1,160.00
	Lanzo Construction Co., FL	20	LF	\$75.00	\$1,500.00
	Man-Con Incorporated	20	LF	\$312.00	\$6,240.00

67	F&I, Chain Link Fencing				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	540	LF	\$40.00	\$21,600.00
	FG Construction, LLC	540	LF	\$53.51	\$28,895.40
	Ric-Man International Inc	540	LF	\$67.00	\$36,180.00
	Man-Con Incorporated	540	LF	\$92.00	\$49,680.00
	JVA Engineering Contractor	540	LF	\$108.00	\$58,320.00

68	F&I, Guardrail				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	40	LF	\$36.00	\$1,440.00
	Lanzo Construction Co., FL	40	LF	\$90.00	\$3,600.00
	Ric-Man International Inc	40	LF	\$140.00	\$5,600.00
	Man-Con Incorporated	40	LF	\$154.00	\$6,160.00
	FG Construction, LLC	40	LF	\$185.85	\$7,434.00

69	R&D, Existing Curb				
	Supplier	QTY	UOM	Unit Price	Extended
	Ric-Man International Inc	220	LF	\$8.80	\$1,936.00
	FG Construction, LLC	220	LF	\$13.96	\$3,071.20
	JVA Engineering Contractor	220	LF	\$17.00	\$3,740.00
	Man-Con Incorporated	220	LF	\$53.00	\$11,660.00
	Lanzo Construction Co., FL	220	LF	\$90.00	\$19,800.00

70	F&I, Curb				
	Supplier	QTY	UOM	Unit Price	Extended
	Lanzo Construction Co., FL	220	LF	\$25.00	\$5,500.00
	Ric-Man International Inc	220	LF	\$28.00	\$6,160.00
	FG Construction, LLC	220	LF	\$33.12	\$7,286.40
	JVA Engineering Contractor	220	LF	\$34.00	\$7,480.00
	Man-Con Incorporated	220	LF	\$78.00	\$17,160.00

71	Cleaning and Desilting of Existing Drainage Pipe				
	Supplier	QTY	UOM	Unit Price	Extended
	JVA Engineering Contractor	5500	LF	\$4.10	\$22,550.00
	FG Construction, LLC	5500	LF	\$9.68	\$53,240.00
	Man-Con Incorporated	5500	LF	\$15.00	\$82,500.00
	Lanzo Construction Co., FL	5500	LF	\$15.00	\$82,500.00
	Ric-Man International Inc	5500	LF	\$16.00	\$88,000.00

72	Cleaning and Desilting of Existing Catch Basins				
	Supplier	QTY	UOM	Unit Price	Extended
	FG Construction, LLC	30	ea	\$199.23	\$5,976.90
	Lanzo Construction Co., FL	30	ea	\$200.00	\$6,000.00
	Ric-Man International Inc	30	ea	\$200.00	\$6,000.00
	Man-Con Incorporated	30	ea	\$600.00	\$18,000.00
	JVA Engineering Contractor	30	ea	\$775.40	\$23,262.00

73	F&I, Irrigation System Restoration				
	Supplier	QTY	UOM	Unit Price	Extended
	Man-Con Incorporated	100	ea	\$181.00	\$18,100.00
	FG Construction, LLC	100	ea	\$235.81	\$23,581.00
	JVA Engineering Contractor	100	ea	\$239.45	\$23,945.00
	Ric-Man International Inc	100	ea	\$310.00	\$31,000.00
	Lanzo Construction Co., FL	100	ea	\$1,000.00	\$100,000.00

74	Permit Fee Allowance				
	Supplier	QTY	UOM	Price	Extended
	Man-Con Incorporated	1	Lump Sum	\$1.00	\$1.00
	JVA Engineering Contractor	1	Lump Sum	\$14,673.00	\$14,673.00
	Ric-Man International Inc	1	Lump Sum	\$20,000.00	\$20,000.00
	Lanzo Construction Co., FL	1	Lump Sum	\$25,000.00	\$25,000.00
	FG Construction, LLC	1	Lump Sum	\$87,006.38	\$87,006.38

SECTION VI - SCOPE OF WORK

1. General

- a. The City of Deerfield Beach, Florida (City) invites qualified and experienced Contractors to submit bids for the construction services of the construction of the infrastructure site work for West Deerfield Stormwater Capital Improvement Project. The work to be performed in this Invitation to Bid (ITB) is Federally funded (American Rescue Plan). The Successful Bidder shall comply with all the regulations and requirements of the funding authority which shall supersede all other requirements in case of conflict.
- b. The base bid consists of improving the stormwater drainage system in an area in the City, South of West Hillsboro Boulevard, east of South Powerline Road, north of Tilford Drive, and west of the Century Village development. Work shall include but not be limited to upsizing the existing drainage infrastructure, constructing new drainage infrastructure including ditch bottom inlets, manholes, piping, and exfiltration, and constructing a second stormwater gravity outfall from the existing stormwater pond to the canal, and all else necessary for a complete and functional project that meets or exceeds all requirements of the City of Deerfield Beach.
- c. Pursuant to the installation of the improvements located in the public Right-of-Way, including landscaping, driveways, pavement, curbing, sidewalks, fences and other miscellaneous items, shall be restored to their original condition or better.
- d. Working Hours shall be between 7 am to 7 pm Monday thru Friday unless otherwise approved by the CITY.
- e. The Construction Improvements are indicated on the Plans, Details, Specifications and Contract Documents for this project.

2. Work Description

Civil work includes, but is not limited to; mobilization demobilization, maintenance of traffic, utility locations, site clearing, tree removal/relocation, earthwork, grading, compacting, testing for the installation of the drainage improvements in the problem area of the City.

3. Governing Standards

In carrying out the Work, Contractor shall comply with all basic materials and construction requirements as shown on the Drawing and specified herein and with all notes and details shown on the Drawings, with Schedules, Supplemental Specifications, Technical Specifications, and specific requirements relating to construction activities.

4. Compensation

The Contractor's compensation for providing all labor, materials, equipment and performing all construction and installation as shown on the Drawings.

5. Requirements

Refer to Attachments and Exhibits.

Concrete testing will be required each day concrete is received – 3 cylinders for each day of concrete.

The City will provide a staging area to be coordinated with the successful offeror.

Minor field adjustments will be at the direction of the Engineer.

6. Protection of Property

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

7. Maintenance of Traffic (MOT)

- a. Contractor shall provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of work.
- b. If necessary, Contractor shall arrange for the services of a Traffic Engineer, registered as a Professional Engineer in the State of Florida, to prepare detailed Maintenance of Traffic (MOT) Plans for approval by the City and other governmental agencies having jurisdiction prior to the start of work activities.
- c. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual on Uniform Traffic Control Devices" (MUTCD), the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards", and Broward County's Minimum Standards Applicable to Public Rights of Way Under Broward County Jurisdiction".
- d. Contractor shall provide trained personnel to assure an orderly flow of vehicular and pedestrian traffic during construction.
- e. Contractor must keep one lane open to vehicular traffic, and access to all homes, businesses, and City Parks at all times. Trained flag persons with proper safety gear and signage must be present at both ends when one lane is required to be closed temporarily.
- f. Upon completion of work each day, all lanes shall be opened to vehicular traffic.
- g. Contractor shall ensure that private property driveways are usable upon completion of daily work.

8. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the

quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

9. Personnel

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

10. Contractors Equipment and Vehicles

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

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-489

Agenda Date: 10/15/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Thompson & Associates, Inc. to provide professional engineering construction support services for the West Deerfield Drainage Improvement Project in an amount not to exceed \$365,481.35; providing for execution and an effective date. (Funds from Account #462-300-360-3800-000-53800-506530 - Stormwater Capital Fund/CIP - Infrastructure & #460-300-360-3800-000-53800-503099 - Stormwater Division/Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$365,481.35

Account Name: Stormwater Capital Fund/CIP - Infrastructure

Account Number: 462-300-360-3800-000-53800-506530

Secondary Account Name: Stormwater Division/Professional Services

Secondary Account Number: 460-300-360-3800-000-53800-503099

Background/History

The \$5.8 million West Deerfield Stormwater Improvements Project addresses a stormwater drainage deficiency affecting an area in the City, south of West Hillsboro Boulevard, east of south Powerline Road, north of Tilford Drive, and west of the Century Village development. The improvement consists of upsizing the existing drainage infrastructure in the problem area, constructing new drainage infrastructure including ditch bottom inlets, manholes, piping, and exfiltration, and constructing a second stormwater gravity outfall from the existing stormwater pond to the canal.

Current Activity

A Work Authorization has been prepared for Thompson & Associates, Inc. to provide professional services for engineering and construction observation services during construction of the \$5.8 million West Deerfield Stormwater Improvements Project. Thompson & Associates will act as the Owner's Engineer on Record, providing field-inspector during construction, for supervision and certifications to the appropriate agencies. Services will encompass plan revisions and guidance in an effort to address issues encountered in the field.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a Work Authorization with Thompson & Associates, Inc., to provide Construction Support Services for the West Deerfield Area Stormwater Capital Improvements Project, in an amount not to exceed

\$365,481.35.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH THOMPSON & ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ENGINEERING CONSTRUCTION SUPPORT SERVICES FOR THE WEST DEERFIELD DRAINAGE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$365,481.35; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the West Deerfield Drainage Improvement Project (the “Project”) addresses stormwater drainage deficiencies affecting an area within the City south of West Hillsboro Boulevard, east of south Powerline Road, north of Tilford Drive, and west of the Century Village development; and

WHEREAS, the Project consists of upsizing the existing drainage infrastructure in the area, constructing new drainage infrastructure including ditch bottom inlets, manholes, piping, and exfiltration, and constructing a second stormwater gravity outfall from the existing stormwater pond to the canal; and

WHEREAS, due to the magnitude of the Project, the Department of Environmental Services (the “Department”) has determined it is necessary to retain the services of a professional engineering firm to not only act as the Engineer of Record for the City, but to also provide construction observation services during construction of the Project, which include providing field-inspector services during construction, supervision over the Project, plan revisions and guidance to address issues encountered in the field, and certifications to appropriate outside agencies (collectively the “Services”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional engineering services on an as needed basis, including a continuing contract with Thompson and Associates, Inc. (“Thompson”) dated April 12, 2021 and renewed through April 11, 2025 (the “Continuing Contract”); and

WHEREAS, the Department reviewed and considered the qualifications and experience of the City’s continuing contractors and determined Thompson is the most qualified firm for the required Services; and

WHEREAS, the Department requested a proposal from Thompson for the engineering and construction observation services phase of the construction, and negotiated a project scope and fee in the amount of \$365,481.35 with Thompson, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to Thompson under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$365,481.35; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the Work Authorization with Thompson, attached as Exhibit “1”, in an amount not to exceed \$365,481.35 for the Services.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Thompson, attached as Exhibit “1”, for the Services for the West Deerfield Drainage Improvement Project in an amount not to exceed \$365,481.35.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND
THOMPSON & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING
SERVICES RELATED TO CONSTRUCTION SUPPORT SERVICES FOR THE WEST
DEERFIELD DRAINAGE IMPROVEMENT PROJECT**

This Work Authorization is entered into this _____ day of _____, 2024, by and between City of Deerfield Beach, Florida a municipal corporation of the State of Florida, (the “City”) and Thompson & Associates, Inc., a Florida Corporation authorized to do business in the State of Florida (the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ # No. 21-11-IG, (the “Continuing Contract”) and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Services Agreement has been renewed by the City and Consultant for another one-year period effective April 12, 2024 through April 11, 2025; and

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

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

SECTION 1
RECITALS

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

SECTION 2
SCOPE OF SERVICES

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

SECTION 3 **COMPENSATION**

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$365,481.35 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

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

SECTION 5 **TERMINATION OF WORK AUTHORIZATION**

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

SECTION 6 **CONTINUING CONTRACT**

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

SECTION 7 **INDEPENDENT CONSULTANT**

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

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9
INSURANCE

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County,

Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

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

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

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

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

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

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

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

SECTION 10

NON-APPROPRIATION OF FUNDS

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

SECTION 11
MISCELLANEOUS

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

SECTION 12
AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

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

SECTION 14
NOTICES

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

SECTION 15
GOVERNING LAW AND VENUE

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

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

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

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

SECTION 18
PUBLIC RECORDS

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

to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19
HUMAN TRACKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20
SEVERABILITY

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

SECTION 21
SURVIVAL

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

SECTION 22
JOINT PREPARATION

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

[THIS SPACE LEFT INTENTIONALLY BLANK]

**WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND
THOMPSON & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING
SERVICES RELATED TO CONSTRUCTION SUPPORT SERVICES FOR THE WEST
DEERFIELD DRAINAGE IMPROVEMENT PROJECT**

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By:_____
Horace McHugh, Interim City Manager

This ____ day of _____, 2024.

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

Anthony C. Soroka, City Attorney

**WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND
THOMPSON & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING
SERVICES RELATED TO CONSTRUCTION SUPPORT SERVICES FOR THE WEST
DEERFIELD DRAINAGE IMPROVEMENT PROJECT**

CONSULTANT

Attest:

Corporate Secretary

By: _____
Signature

Print Name: _____
Title: _____

This __ day of _____, 2024.

EXHIBIT "A"
SCOPE OF SERVICES
CONSTRUCTION ADMINISTRATION

1. Attend construction kick-off meeting.
2. Review shop drawings.
3. Conduct engineering observations during critical tests and construction activities in order to certify that the installed infrastructure associated with the design was completed in general accordance with the conformed set of design plans.
4. Assist the client and/or contractor with issues and questions during construction.
5. Review as-built drawings submitted by contractor.
6. Review geotechnical test results.
7. Attend construction progress meetings and coordination meetings.
8. Certification and close-out of permits; including the conversion of the Environmental Resource Permit (ERP) from construction to operation.
9. Thompson & Associates will provide one (1) full-time inspector for 40-hour work week, portal-to-portal (Overtime and night work are not included in the calculation).
10. This agreement assumes the City will be processing contractor pay requests and change orders.
11. The fee was calculated using the raw hourly rates times a multiplier of 2.97 as per the most recent FAR completed for the fiscal year 2023.
12. T&A will complete this scope for an HOURLY NOT TO EXCEED fee of \$365,481.35. Refer to the attached labor hour estimate for a detailed fee breakdown.

Consultant		Thompson & Associates, Inc.						
Client		City of Deerfield Beach						
Project Number		22014						
Project Title		West Deerfield Capital Improvement Project						
Work Authorization Number		TBD						
Work Authorization Name		TBD						
Task	Description	Principal-in-Charge	Senior Project Manager	Project Manager	Staff Engineer	Field Engineer	TOTAL	SUBTOTAL
		\$371.25	\$242.74	\$178.49	\$114.23	\$114.23		
7.0	Construction Contract Administration Services							
I	Attend construction kick-off meeting	4	4	4		4	16	\$ 3,626.83
II	Review shop drawings	1	8	20	80		109	\$ 15,021.35
III	Provide one (1) full-time inspector to conduct engineering observations during critical tests and construction activities in order to certify that the installed infrastructure associated with the design was completed in general accordance with the conformed set of design plans					2080	2080	\$ 237,600.00
IV	Assist the client and/or contractor with issues and questions during construction	8	60	200	60		328	\$ 60,085.38
V	Review as-built drawings submitted by contractor	1	4	12	40		57	\$ 8,053.27
VI	Review geotechnical test results	1	2	4	24		31	\$ 4,312.21
VII	Attend construction progress meetings and coordination meetings	4	26	52			82	\$ 17,077.50
VIII	Certification and close-out of permits; including the conversion of the Environmental Resource Permit (ERP) from construction to operation	4	8	40	80		132	\$ 19,704.81
Sub-Total		19	104	292	204	2084	2703	\$ 365,481.35
TOTAL CONTRACT AMOUNT (HOURLY NOT TO EXCEED)								\$ 365,481.35



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-549

Agenda Date: 10/15/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Sustainability Roadmap encompassing a comprehensive initiative to serve as a framework for the City's Sustainability Program relating to resiliency, sustainability and a low-carbon future within the City; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 2017, the City developed a high-level sustainability plan outlining past and ongoing initiatives as well as planned initiatives. Subsequently, several of those projects and others have been implemented, including municipal building efficiency upgrades, solar installation, compressed natural gas fleet build-out, composting, and more.

Current Activity

In September 2023, the City entered into an agreement with APTIM Environmental (APTIM) to conduct and prepare a Municipal Operations Greenhouse Gas Inventory Report (the Inventory), Sustainability Roadmap, and Work Plan (Roadmap). These deliverables will be utilized to assist the City with prioritizing actions to support the City's sustainability program and setting GHG reduction targets.

GHG Inventory was completed for municipal operations for 2017 and 2022. The inventory was organized into three categories: stationary energy, transportation, and waste.

Following the completion of the inventory, APTIM conducted a staff workshop, a public workshop, a review of regional plans, and a review of existing City plans.

The resulting roadmap is comprised of 24 initiatives in the categories of: Building and Power Supply Sources, Transportation Strategies, Waste Strategies, and Community Strategies. The initiatives align with other existing plans and general best management practices. They are arranged with a phased approach over five years, with the following targets:

1. Achieve a 50% reduction in emissions from energy use by 2050.
2. Achieve a 30% reduction in transportation-related emissions by 2050.
3. Align targets with those of the Broward County Solid Waste and Recyclable Materials Processing Authority to reduce the volume of waste in landfills.
4. Achieve a 30% reduction in emissions across focus areas by 2050 as a result of city ordinances, code amendments, and policies.

5. Achieve a 15% reduction in emissions across focus areas by 2050 as a result of consistent and active public engagement.

Central to the roadmap are clear, measurable targets for emission reductions, providing a concrete framework to track progress. Each initiative includes steps to implement, measurable metrics, and estimated costs.

Staff will begin to implement year 1 initiatives upon adoption of the Roadmap. Year 1 initiatives include:

1. Expanding engagement with state, regional and utility partners to enhance energy efficiency and renewable energy collaboration.
2. Offering employees educational resources on water and energy conservation and incentivizing behavioral change through convenience.
3. Tracking implementation of municipal sustainability initiatives.
4. Conducting employee commute surveys and implementing Transportation Demand Management (TDM) strategies.
5. Offering educational resources and assistance to employees to reduce fossil fuel consumption.
6. Organizing waste reduction office campaign
7. Promoting sustainability initiatives at events and collecting data on public interests for sustainability initiatives.

The full Roadmap document is included in the backup of this item.

Recommendation

Staff recommends that the City Commission adopt the City of Deerfield Beach Sustainability Roadmap.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE SUSTAINABILITY ROADMAP ENCOMPASSING A COMPREHENSIVE INITIATIVE TO SERVE AS A FRAMEWORK FOR THE CITY'S SUSTAINABILITY PROGRAM RELATING TO RESILIENCY, SUSTAINABILITY AND A LOW-CARBON FUTURE WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2017, the City of Deerfield Beach (the "City") developed a high-level sustainability plan outlining past and ongoing initiatives as well as planned initiatives; and

WHEREAS, in September 2023, the City executed an agreement with APTIM Environmental ("APTIM") to conduct and prepare a Municipal Operations Greenhouse Gas Inventory Report ("GHG Inventory"), Sustainability Roadmap, and Work Plan, which are to be utilized to assist the City with prioritizing actions to support the City's sustainability program and setting Greenhouse Gas reduction targets; and

WHEREAS, the GHG Inventory was completed for municipal operations for 2017 and 2002, consisting of the following three categories: stationary energy, transportation and waste; and

WHEREAS, subsequently workshops were held with both staff and the public by APTIM, along with review of regional and existing City plans; and

WHEREAS, APTIM along with City staff have created the Sustainability Roadmap, attached as Exhibit "A", (the "Sustainability Roadmap") which comprises of 24 initiatives comprised of the following categories: Building and Power Supply Sources, Transportation Strategies, Waste Strategies, and Community Strategies; and

WHEREAS, the Sustainability Roadmap sets forth an Actionable Work Plan commencing in the current Fiscal Year and going through Fiscal Year 2029; and

WHEREAS, upon adoption of the Sustainability Roadmap, it is City staff's intent to implement the year 1 initiatives, as set forth in Exhibit "A", during Fiscal Year 2025; and

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

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

Section 2. The City Commission hereby adopts the Sustainability Roadmap, attached as Exhibit "A"

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

City of Deerfield Beach **2024 Sustainability Roadmap and Workplan**



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Executive Summary

The Sustainability Roadmap for the City of Deerfield Beach is a comprehensive initiative designed to steer the municipality towards resilience, sustainability, and a low-carbon future. It builds upon insights from the Municipal Operations Greenhouse Gas Inventory (GHG), which analyzed the environmental impact of city operations. This roadmap serves as a guiding framework for the city's Sustainability Program's initiatives, focusing efforts in municipal operations rather than public projects or citywide policy. It is crafted to be efficiently managed by current staff within the anticipated budget, while also remaining informed by GHG inventory priorities and best practices regarding the return on investment for these initiatives.

This roadmap aligns with over 30 existing policies and initiatives in the City of Deerfield Beach's 2022 Comprehensive Planⁱ and 2023 Strategic Planⁱⁱ, as well as regional climate change plans.

This roadmap draws upon critical resources such as the Broward County Climate Action Plan (CAP)ⁱⁱⁱ, the Southeast Florida Regional Climate Change Compact Regional Climate Action Plan (RCAP)^{iv}, and the Florida Energy Code^v. These resources serve as foundational pillars for understanding the broader context of sustainability action within Broward County, Southeast Florida, and the state of Florida. While they provide valuable insights and guidance on regional and statewide sustainability goals and initiatives, it is important to recognize that this roadmap is tailored specifically to the City of Deerfield Beach's existing unique policy objectives and priorities. This roadmap focuses on delineating the city's own policy agenda and strategic priorities while capitalizing on benefits that are uniquely available to Deerfield Beach.

Informed by regional and national best practices, the roadmap focuses on key areas such as building and power supply sources, transportation, waste management, and community engagement. Each focus area is supported by tailored strategies aimed at reducing greenhouse gas emissions and enhancing overall efficiency. The Sustainability Roadmap includes over twenty strategies for Municipal Operations with clear steps for staff to achieve existing objectives by 2029, and five strategies for the broader community of the City of Deerfield Beach. Central to the roadmap are clear and measurable emission reduction targets, providing a concrete framework for progress. Short-term actions prioritize rapid and decisive measures, while long-term goals reflect the City of Deerfield Beach's enduring commitment to environmental responsibility.

The success of this roadmap relies on collaboration among city officials, community stakeholders, and residents. Active engagement is crucial to its implementation. The roadmap is designed with a focus on transparency, accountability, and adaptability, ensuring that the City of Deerfield Beach continues to *lead by example* in environmental stewardship as the sustainability landscape evolves.

Key strategies and targets:

- The Deerfield Beach 2024 Sustainability Roadmap targets significant emission reductions in energy, transportation, and waste sectors, reflecting the city's commitment to environmental sustainability.

- The roadmap outlines strategies within the Building and Power Supply Sources Focus Area that aim to achieve a 50% reduction in energy-related emissions by 2050 through efficiency upgrades, building retrofits, and energy conservation campaigns.
- A 30% reduction in transportation-related emissions is suggested by 2050 by transitioning to electric and compressed natural gas municipal fleet vehicles, implementing a fleet car-sharing program, and promoting sustainable transportation options.
- Aligning the City of Deerfield Beach's waste reduction targets with the Broward County Solid Waste and Recyclable Materials Processing Authority to decrease landfill emissions and enhance sustainable waste management practices will be crucial for effective regional collaboration. The roadmap recommends various strategies to increase waste-related sustainability including implementing plans and policies, expanding the DFB Compost program, optimizing waste collection, and organizing a waste reduction office campaign.
- A 30% reduction in emissions across focus areas by 2050 can be achieved through the enactment of city ordinances, code amendments, and policies promoting renewable energy, energy efficiency, and sustainable urban planning. Examples include amendments to the Land Development Code, a solar investment plan, green building standards, and a Solar-Ready Roof ordinance.
- An important cornerstone of the roadmap is the emphasis on community engagement. Strategies aim to achieve a 15% reduction in emissions by 2050 through active public engagement, educational campaigns, and fostering community involvement in sustainability initiatives.
- Collaboration and partnerships with regional and state agencies, local businesses, and community groups will be crucial to support collaborative sustainability efforts.

Introduction

The City of Deerfield Beach 2024 Sustainability Roadmap and Workplan serves as a strategic blueprint, synthesizing best practices from local and national sources to guide the municipal operations of the City of Deerfield Beach towards sustainability. The roadmap is rooted in a thorough examination of the municipal operations' greenhouse gas inventory and provides measurable strategies for reducing carbon emissions and addressing climate change.

For over a decade, the City of Deerfield Beach's Sustainability Program has been diligently working towards building a resilient and sustainable future. Guided by principles of environmental responsibility, community well-being, and operational efficiency, the program has spearheaded numerous initiatives aimed at driving positive change. Key among these initiatives have been performance savings contracts targeting energy efficiency enhancements, including building automation, lighting retrofits, HVAC system replacements, and upgrades to water plant efficiency.

Efforts have also been dedicated to reducing emissions, with notable achievements including the establishment of an on-site compressed natural gas (CNG) fueling station, the integration of CNG heavy-duty trucks into the city's fleet, and the City of Deerfield Beach Community Redevelopment Agency (DBCRA)-Freebee rideshare service utilizing 100% electric vehicles. Moreover, a concerted focus has been placed on expanding infrastructure to support electric vehicles, including the procurement and installation of electric vehicle charging stations at the Central City Campus.

The roadmap offers a comprehensive framework for continuing and focusing the advancement of the sustainability objectives of the City of Deerfield Beach through a structured approach. Divided into four primary focus areas—Building and Power Supply Sources, Transportation, Waste, and Community—the roadmap provides an in-depth examination of each focus area. Within these focus areas, strategies are outlined, delineating primary goals and the critical collaboration among city departments for successful implementation. Key Performance Indicators (KPIs), aligning with the city's Comprehensive Plan and Strategic Plan and local and regional efforts, are underscored to assess the efficacy of each strategy, alongside Potential Funding Sources and detailed implementation steps. The potential GHG reduction and cost of each strategy are estimated based on industry best practices, methodology and metrics established within the GHG inventory, and recognized trends and case studies of similar projects within comparable municipalities.

Roadmap Development

Staff Workshop

A workshop convened with city staff from departments of the City of Deerfield Beach was critical to the development of the Sustainability Roadmap. Staff shared updates on projects and policy implementation, verified information on operations and suggested strategies for integrating sustainability into operations.

Workshop Objectives

The primary objectives of the workshop were multifaceted:

- **Review of Greenhouse Gas Inventory:** Staff members engaged in a comprehensive review of the findings from the municipal operations greenhouse gas inventory. This deep dive into the emissions profile provided a foundational understanding of annual environmental impact.
- **Refinement of Sustainability Strategies:** A central focus was to discuss and refine proposed sustainability strategies. Through a collaborative session, staff examined existing approaches, suggested edits, recommended new strategies, and offered valuable insights to enhance the roadmap.
- **Alignment with Current Efforts:** Ensuring alignment with current city efforts and programs was a key consideration. Participants confirmed the compatibility of proposed strategies with ongoing initiatives, fostering a cohesive approach to sustainability.
- **Capture of Employee Perspectives:** The workshop provided a platform to capture the diverse perspectives and efforts of staff. Input from Departments such as Planning, Economic Development, IT, Sustainable Management, Fleet, City Administration and Engineering enriched the discussions and decision-making.

Pre-Workshop Survey

To set the stage for informed discussions, staff members received a pre-workshop survey. This survey aimed to gather feedback on greenhouse gas findings, insights into current sustainable efforts and city operations, and overall staff interest in sustainability initiatives. The valuable input collected through this survey laid a solid foundation for the workshop's agenda.

Breakout Sessions

During the workshop, breakout sessions were conducted to allow focused discussions on specific sustainability focus areas. These sessions facilitated robust exchanges, with participants offering feedback, suggesting edits, recommending new strategies, and providing additional insights and suggestions for the sustainability roadmap. Staff provided approval and expressed interest in the majority of proposed strategies. Forty-three comments or edits to the strategies were provided, inclusive of timeline updates, amendments to quantities or urgency proposed, and highlights of specific staff members or programs to be included. Repeated suggestions focused on providing staff incentives to promote sustainable actions, streamlining processes to make new practices user friendly and efficient, educating staff, and adjusting motion sensor lights and HVAC regulation. The majority of staff requested that “sustainability champions” be acknowledged within each department to aid with implementation and collaboration.

Ongoing city sustainability projects and efforts mentioned during the breakout sessions included:

- Planning studies conducted for a Commuter Rail station in Deerfield Beach at Dixie/ SE 4th St.
- Flexible work hour discussions within Human Resources.
- Transition to paperless operations in some departments.
- Proposal to optimize bus routes, particularly focusing on pick-up services for senior clients (approximately 80 seniors).

- City Hall renovations.
- Bus Route Optimization.
- Dune Master Plan is in progress.
- Artificial reef projects are in progress.
- Fire rescue rehabilitation project in progress.
- Public Safety Master Plan will be completed in November 2024.
- Town center construction in progress.
- Discussions regarding building automation system updates in progress.

Feedback

As a crucial part of the workshop process, all participants were encouraged to fill out a feedback survey. This ensured that staff could conveniently communicate strategies and all input was recorded and considered in the development of the sustainability roadmap. Employee feedback was essential for the development process.



The APTIM team and City of Deerfield Beach Sustainability Manager present findings and lead the Sustainability Roadmap Discussion at the Staff Workshop.



Staff members engaging in the workshop breakout sessions, providing feedback and strategy comments on sticky notes to submit to the APTIM team.

Public Input Session

A community input session was hosted to collect public insights and perspectives on the city's sustainability practices and resident goals and to better guide the development and prioritization of the roadmap strategies. During the input session, community members were actively engaged in discussions surrounding the Greenhouse Gas (GHG) Inventory and Sustainability Roadmap. Presentations were made to provide insights into the current environmental impact of municipal operations, as well as proposed strategies and initiatives for enhancing sustainability, particularly in community-focused areas.

Participants had the opportunity to share their perspectives, feedback, and ideas, contributing to a dynamic exchange of insights. Discussions covered a range of topics, including potential challenges, opportunities for collaboration, and areas of priority for sustainability efforts.

Workshop Objectives

The primary objectives of the workshop were multifaceted:

- **Present Findings from the Municipal Operations Greenhouse Gas Inventory:** The project team shared the results and analysis of the greenhouse gas inventory conducted for municipal operations. Findings provided insights into the current environmental impact of municipal activities.
- **Present Sustainability Roadmap with a Focus on the Community Focus Area:** The project team introduced the sustainability roadmap outlining key initiatives and strategies, highlighting the community-oriented sustainability efforts and detailing actionable steps and goals for enhancing community sustainability.
- **Capture Perspectives and Feedback on the Roadmap:** Facilitated discussions occurred to gather input and perspectives from workshop participants on the proposed sustainability roadmap, including strengths, weaknesses, and areas for improvement. These discussions aimed to ensure community voices are heard and considered in shaping the future direction of sustainability efforts.
- **Identify Potential Community Partners:** Explored opportunities for collaboration and partnership with local organizations, businesses, and community groups. Discussions with attendees laid the groundwork for building a strong network of stakeholders committed to advancing community sustainability goals.

Interactive Engagement

The interactive engagement activities at the input session played a vital role in fostering meaningful dialogue, soliciting diverse perspectives, and empowering community members to actively participate in the sustainability planning process.

- **Sharing Green Vision:** Attendees were encouraged to articulate their individual visions for a greener and more sustainable community. This activity allowed participants to express their aspirations, values, and priorities related to sustainability. By sharing their green vision,

attendees not only contributed to the collective understanding of community goals but also felt personally invested in the process.

- **Mapping Sustainability Features:** A city map was provided for attendees to mark specific locations where they would like to see green and sustainability features implemented. This interactive activity allowed participants to visualize and communicate their preferences for the integration of sustainable infrastructure, such as community tree planting, bike lanes, renewable energy installations, and green spaces. Mapping these features helped identify localized opportunities for sustainable development and enhancement.
- **Voting on Roadmap Strategies:** Attendees were given the opportunity to review and vote on the community-specific strategies outlined in the Sustainability Roadmap. This activity allowed participants to prioritize initiatives based on their perceived importance, feasibility, and potential impact. By engaging in the voting process, community members directly influenced the selection and emphasis of sustainability strategies, ensuring alignment with their values and needs.

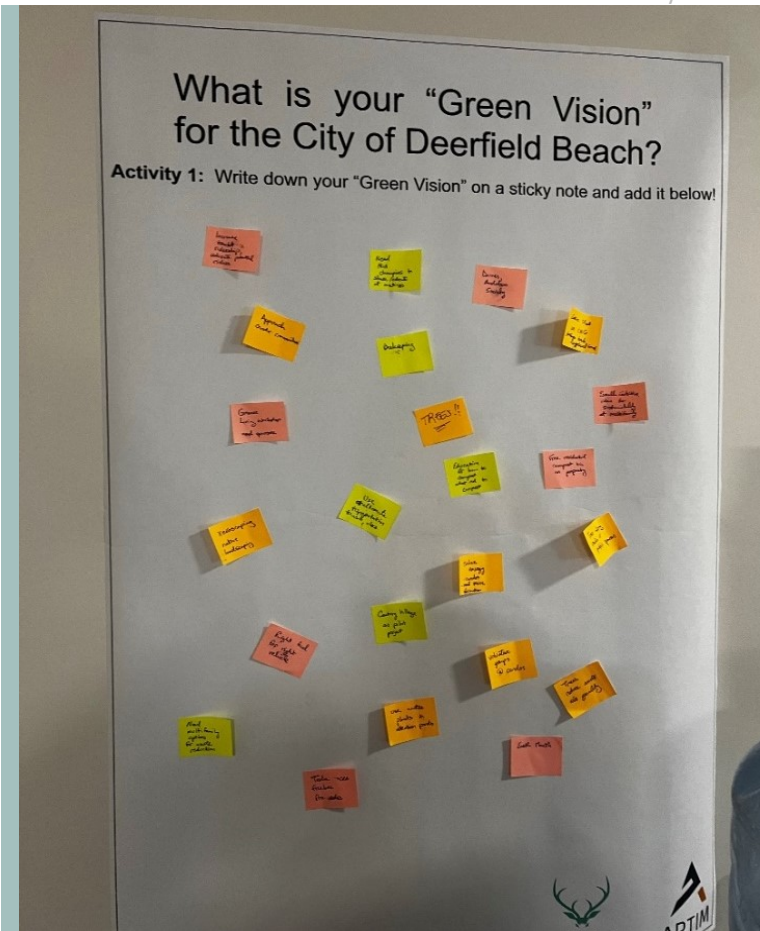
Overall, these interactive engagement activities facilitated dynamic interactions among attendees, promoted inclusivity and collaboration, and generated valuable input for the sustainability planning process. By actively involving community members in shaping the roadmap for sustainable development, the input session laid a strong foundation for collective action and shared ownership of the community's green future.

Key themes and priorities emerging across various discussion topics:

- The urgent need for more trees and shade, especially along roads and at schools.
- Desire for the city to promote sustainable transportation options, including using appropriate fuels for vehicles and increasing bus and bike ridership, especially for city events.
- Support for the city to provide compost bins to all residents, debunk recycling and composting myths, and find solutions for multifamily waste management.
- A strong emphasis on promoting programs, partnerships, and education initiatives, including forming sustainability committees among the public. Various ideas were proposed for promoting compost drop-off and recycling, with potential partnerships with JM Family and education efforts at the Teen Center.

Feedback

After the interactive input session, attendees were invited to fill out a feedback survey to provide their thoughts on various aspects of the session, including their overall experience, the content presented, and the engagement activities. The survey served as a crucial tool for gathering insights, assessing the effectiveness of the session, and identifying areas for improvement.



Residents were prompted to write down their “Green Vision” for the City of Deerfield Beach and stick it to the brainstorming board.



Residents circled locations on an enlarged map of the City of Deerfield Beach of where they would like to see “green” efforts implemented and added sticky-notes detailing what they would like to see.

Best Practices in Sustainability

The City of Deerfield Beach roadmap integrates best practices from plans like the Broward County Climate Action Plan (CAP) and the Southeast Florida Regional Climate Change Compact Regional Climate Action Plan (RCAP), aligning with many of the strategies outlined in these comprehensive documents. The Urban Sustainability Directors Network (USDN)^{vi} provides guidance to municipalities for greenhouse gas (GHG) reduction through various channels, toolkits, trainings, and resources. The Aspen Institute^{vii}, Rocky Mountain Institute^{viii}, and National Renewable Energy Laboratory^{ix} support cities in achieving sustainability and reducing greenhouse gas emissions through policy advocacy, technological innovation, energy efficiency programs, renewable energy integration, and fostering multi-sector collaborations. By drawing inspiration from these established resources and networks, the City of Deerfield Beach roadmap ensures that it incorporates proven approaches and strategies that have been identified as effective in addressing climate change and building resilience.

Many of the best practices and strategies identified in the CAP and RCAP and disseminated by USDN are mirrored in the Deerfield Beach roadmap, reflecting a commitment to adopting sound and evidence-based approaches to sustainability and climate action. These include initiatives such as investing in renewable energy and energy efficiency measures, promoting sustainable transportation options, implementing green building standards, protecting natural habitats, integrating climate considerations into land use planning, and fostering collaboration among stakeholders.

The Broward County Climate Action Plan (CAP) and the Southeast Florida Regional Climate Change Compact Regional Climate Action Plan (RCAP)

The Broward County Climate Action Plan (CAP) and the Southeast Florida Regional Climate Change Compact Regional Climate Action Plan (RCAP) both play integral roles in guiding climate action and resilience efforts across Broward County and the broader Southeast Florida region. These plans provide comprehensive strategies and recommendations for mitigating greenhouse gas emissions, adapting to climate impacts, and enhancing community resilience. The CAP outlines a set of specific actions and initiatives aimed at reducing greenhouse gas emissions across various sectors, including energy, transportation, waste management, and land use. It emphasizes the importance of transitioning to renewable energy sources, improving energy efficiency, promoting sustainable transportation options, and integrating green infrastructure into development projects. Additionally, the CAP highlights the significance of protecting natural resources, enhancing ecosystem resilience, and prioritizing equity and social justice in climate planning and decision-making.

Similarly, the RCAP, developed as part of the Southeast Florida Regional Climate Change Compact, focuses on building resilience to climate impacts such as sea-level rise, flooding, extreme heat, and storm events. The RCAP emphasizes the importance of adaptive capacity-building, infrastructure resilience, and nature-based solutions to enhance community resilience. It also underscores the need for coordinated regional action, stakeholder engagement, and equitable approaches to resilience planning.

Best practices provided in these plans include:

- Investing in renewable energy sources and energy efficiency measures to reduce greenhouse gas emissions.

- Promoting sustainable transportation options such as public transit, walking, and cycling to reduce reliance on fossil fuels.
- Implementing green building standards and incentives to increase energy efficiency and resilience in building design and construction.
- Protecting and restoring natural habitats, including wetlands, mangroves, and coastal dunes, to enhance resilience to climate impacts and provide ecosystem services.
- Integrating climate considerations into land use planning, zoning regulations, and development policies to minimize exposure to climate risks.
- Engaging stakeholders and fostering collaboration among government agencies, community organizations, businesses, and residents to develop and implement climate action and resilience plans.
- Prioritizing equity and social justice in climate resilience efforts, ensuring that vulnerable communities have access to resources, information, and support to adapt to climate change.

Overall, the CAP and RCAP serve as critical guiding documents for climate action and resilience planning in Broward County and Southeast Florida, providing a roadmap for building more sustainable, resilient, and equitable communities in the face of climate change.

The Urban Sustainability Directors Network (USDN)

The Urban Sustainability Directors Network (USDN) provides guidance to municipalities for greenhouse gas (GHG) reduction through various channels and resources. USDN serves as a collaborative platform and resource hub for municipalities seeking to reduce GHG emissions, build resilience to climate change, and create more sustainable and livable communities. Through knowledge sharing, technical assistance, resources, collaboration, and policy advocacy, USDN empowers cities to take meaningful action towards a low-carbon and resilient future and advocates for several strategies that offer a high return on investment (ROI) in the context of sustainability and resilience initiatives. Common strategies highlighted by USDN for maximizing ROI include:

- **Energy Efficiency Retrofits:** Investing in energy efficiency upgrades for buildings, infrastructure, and public facilities can yield significant cost savings by reducing energy consumption and operating expenses.
- **Renewable Energy Deployment:** Transitioning to renewable energy sources such as solar, wind, and geothermal energy can provide long-term cost savings by reducing reliance on fossil fuels and stabilizing energy costs.
- **Sustainable Transportation Investments:** Promoting sustainable transportation options such as public transit, cycling, walking, and electric vehicles can generate multiple benefits, including reduced congestion, improved air quality, and lower transportation costs.
- **Circular Economy Initiatives:** Transitioning to a circular economy model that emphasizes resource efficiency, waste reduction, and material reuse can generate cost savings while minimizing environmental impacts.

The Aspen Institute

The Aspen Institute advocates for strong climate policies at all levels of government, aiming to create a supportive regulatory environment for sustainability efforts. The Aspen Institute supports cities in planning for sustainability and reducing greenhouse gas emissions by advocating for strong climate policies, raising public awareness, funding innovative research, and fostering multi-sector collaborations. The Aspen Institute focuses on advocacy, education, research, and collaboration to promote sustainability and reduce greenhouse gas emissions, and recommends entities do the following:

- **Engage Policymakers:** Actively work with local, state, and federal officials to promote strong climate policies that support emissions reductions and sustainability goals.
- **Develop Evidence-Based Recommendations:** Create policy recommendations based on scientific research and economic analysis to highlight the benefits of sustainability initiatives.
- **Public Awareness and Education:** Organize Public Campaigns: Raise awareness about climate change and sustainability through public campaigns, leveraging social media and traditional media to reach diverse audiences.
- **Host Educational Workshops:** Provide workshops, webinars, and conferences to educate various stakeholders on sustainable practices and climate solutions.
- **Collaborate with Academic Institutions:** Partner with universities to advance climate science and develop innovative sustainability solutions.
- **Create Collaborative Platforms:** Establish forums and platforms for stakeholders from different sectors to collaborate on sustainability initiatives and share best practices.
- **Facilitate Multi-Sector Partnerships:** Encourage partnerships between businesses, government agencies, and nonprofit organizations to leverage resources for sustainability projects.

The Rocky Mountain Institute (RMI)

The Rocky Mountain Institute (RMI) is an independent, nonprofit organization dedicated to transforming global energy use to create a clean, prosperous, and secure low-carbon future. RMI focuses on building decarbonization, transportation electrification, renewable energy, industrial efficiency, and systemic energy use changes. The Rocky Mountain Institute aids cities in achieving sustainability and reducing greenhouse gas emissions through building decarbonization, transportation electrification, renewable energy integration, industrial efficiency improvements, and systemic policy reforms. RMI focuses on practical solutions and systemic changes to drive sustainability and reduce greenhouse gas emissions, which include:

- **Promote Net-Zero Buildings:** Advocate for and provide technical assistance for the construction of net-zero energy buildings that produce as much energy as they consume.
- **Deep Energy Retrofits:** Implement retrofits that drastically reduce energy consumption in existing buildings through improved insulation, windows, and HVAC systems.
- **Develop EV Infrastructure:** Work with cities and utility companies to expand electric vehicle charging infrastructure, making it easier for individuals and businesses to switch to EVs.
- **Incentivize EV Adoption:** Advocate for policies and incentives that encourage the adoption of electric vehicles, such as tax credits and rebates.

- **Facilitate Renewable Projects:** Support the planning and financing of large-scale renewable energy projects, like solar and wind farms.
- **Grid Modernization:** Promote upgrades to the electricity grid to support the integration of renewable energy sources, ensuring stability and efficiency.
- **Optimize Industrial Processes:** Collaborate with industries to enhance the energy efficiency of their operations through process improvements and the adoption of best practices.
- **Implement Clean Technologies:** Support the introduction of clean technologies in industrial settings, such as energy-efficient machinery and waste heat recovery systems.
- **Advocate for Policy Reforms:** Push for comprehensive policy reforms that support sustainable energy practices, including carbon pricing and renewable energy standards.
- **Encourage Behavioral Change:** Promote behavior changes among consumers and businesses to adopt more sustainable energy practices.

The National Renewable Energy Laboratory (NREL)

The National Renewable Energy Laboratory (NREL) and the Department of Energy (DOE) are heavily invested in clean energy research, aiming to innovate and improve renewable energy technologies. They implement nationwide energy efficiency programs to reduce overall energy consumption. Grid modernization is a key focus, ensuring that the electricity infrastructure can support the integration of renewable energy sources. The National Renewable Energy Laboratory helps cities plan for sustainability and reduce greenhouse gas emissions by advancing clean energy research, implementing energy efficiency programs, modernizing the electricity grid, accelerating technology deployment, and providing financial support for innovative projects. Best practices promoted by NREL include:

- **Collaborate with Industry:** Partner with private sector companies to accelerate the commercialization of innovative clean energy technologies.
- **Implement Nationwide Programs:** Develop and implement energy efficiency programs across the country, targeting residential, commercial, and industrial sectors to reduce overall energy consumption.
- **Provide Technical Assistance:** Offer technical assistance and resources to help businesses and households improve their energy efficiency, including audits, training, and best practice guides.
- **Support Smart Grid Technologies:** Promote the adoption of smart grid technologies that enhance the reliability, efficiency, and security of the electricity grid. This includes advanced metering infrastructure, demand response, and distributed energy resources.
- **Integrate Renewable Energy:** Work on projects that facilitate the integration of renewable energy sources into the grid, ensuring that the grid can handle variable energy outputs from sources like solar and wind.
- **Accelerate Deployment:** Accelerate the deployment of clean energy technologies by providing funding, technical support, and market analysis to overcome barriers to adoption.
- **Support Demonstration Projects:** Conduct demonstration projects to showcase the feasibility and benefits of new technologies, helping to build confidence among stakeholders and potential adopters.
- **Provide Financial Support:** Offer grants and financial support for clean energy projects, research initiatives, and pilot programs that drive innovation and deployment.

Summary of Emission Reduction Targets

The strategies outlined in this Roadmap are aligned with three significant emission reduction targets. These targets are aimed at addressing emissions in crucial sectors such as energy, transportation, and waste. They reflect the city's commitment to reducing its carbon footprint and mitigating the impacts of climate change. These emission reduction targets serve as guiding principles for sustainability strategies and are instrumental in driving progress toward more environmentally responsible city operations.

Target 1: Energy-Related Emissions Reduction

Achieve a 50% reduction in emissions from energy use by 2050.

The first emission reduction target focuses on reducing emissions from energy use, aligning with the staff selected Energy Efficiency and Conservation Block Grant (EECBG) Conservation Strategy included in funding request applications. The EECBG program was established by the U.S. Department of Energy (DOE) to assist local governments in implementing energy efficiency and conservation projects. The EECBG program provides funding for projects that aim to reduce energy use and carbon emissions, create jobs, and stimulate economic growth at the local level.

This target will be accomplished through the following:

- A realized 3% reduction in energy consumption from municipal facilities from 2017 to 2022 through efficiency upgrades and operational improvements.
- Building renovations or energy retrofits to achieve additional reductions of 10-30% by identifying inefficiencies and implementing corrective measures.
- Launching an energy conservation campaign aimed at achieving a 5-10% reduction in energy related emissions through employee behavioral changes and awareness programs.
- Implementation of a solar investment plan to increase renewable energy generation, targeting a 20% reduction in emissions through solar energy adoption.

Target 2: Transportation-Related Emissions Reduction

Achieve a 30% reduction in transportation-related emissions by 2050.

The second emission reduction target focuses on reducing emissions from transportation activities, which will be achieved through:

- Transition of municipal fleet vehicles to electric vehicles (EVs) and Compressed Natural Gas (CNG) vehicles and fleet optimization to account for a 20% reduction in transportation-related emissions.
- Implementation of a fleet car sharing program to achieve an emission reduction of 5-10%.
- Launching an education campaign aimed at achieving a 5-10% reduction and at raising awareness about sustainable transportation options, encouraging mode shifts to walking, cycling, and public transit, and promoting EV adoption among employees.

Target 3: Waste-Related Emissions Reduction

Align targets with those of the Broward County Solid Waste and Recyclable Materials Processing Authority to reduce volume of waste landfilled.

The third emission reduction target supports aligning city targets with those of the Broward County Solid Waste and Recyclable Materials Processing Authority, which aim to reduce emissions associated with waste generation and disposal. The Authority is responsible for the implementation of the Solid Waste Master Plan for Broward County and once the plan is established, it is recommended that the city aligns with the goals for reducing waste and increasing recycling. More specifically, greenhouse gas emission reduction targets should be set to align with the regional objectives, focusing on reducing landfill emissions and promoting sustainable waste management practices.

Target 4: Policy Implementation

Achieve a 30% reduction in emissions across focus areas by 2050 as a result of city ordinances, code amendments, and policies.

The fourth emission reduction target for the City of Deerfield Beach aims to achieve substantial emissions reductions by 2050 through policy implementation. This target involves enacting and enforcing a series of policies and regulations aimed at transitioning to renewable energy sources, promoting energy efficiency, enhancing public transportation infrastructure, implementing waste management strategies, and fostering sustainable urban planning practices. The goal is to significantly mitigate greenhouse gas emissions across various sectors to contribute to local and regional climate action efforts.

The fourth emission reduction target will be achieved through implementation of:

- A city-wide recycling policy aimed at achieving a 10% reduction in waste related emissions.
- A Solar Ready Roof Ordinance and a Green Building Ordinance to attain a 10% reduction in energy related emissions.
- Enactment of various amendments to the city's Land Development Code, focused on mandating energy efficiency, solar energy, and green building and multi modal practices, to achieve a 10% emission reduction across energy use and transportation emissions.

Target 5: Public Engagement

Achieve a 15% reduction in emissions across focus areas by 2050 as a result of consistent and active public engagement.

The fifth emission reduction target aims to achieve significant greenhouse gas (GHG) reductions through public engagement initiatives by 2050. This target emphasizes fostering community involvement, raising awareness, and promoting sustainable behaviors among residents. By actively engaging the public in sustainability efforts, the City of Deerfield Beach aims to provide education and resources, and attain buy in, active support, and adherence to sustainable plans, strategies and projects. This target will be achieved through effective educational campaigns and communications regarding energy, transportation, and waste related sustainability efforts and resident's taking specific actions as a result of the engagement.

Summary of Actionable Work Plan

The Actionable Work Plan serves as a pivotal component of the City of Deerfield Beach Sustainability Roadmap and Work Plan, offering a tangible framework for translating the collective vision into concrete actions and measurable outcomes. Designed to guide the implementation of sustainability strategies over multiple timeframes, this plan outlines a series of high-priority initiatives organized by recommended timeframe, with flexibility built in to accommodate unforeseen challenges and evolving priorities. The Actionable Work Plan is a strategic blueprint that organizes the strategies presented in the broader sustainability roadmap into actionable steps and practical timelines. It represents a synthesis of community input, technical analysis, and stakeholder engagement efforts, providing a clear pathway for advancing sustainability initiatives and driving meaningful change across various sectors of our city. Inclusion of the Actionable Work Plan within the broader sustainability roadmap is essential for ensuring that the presented strategies are translated into tangible results. By delineating specific actions, milestones, and timeframes, the work plan adds clarity, accountability, and direction to sustainability efforts.

The Actionable Work Plan serves as a recommended framework for implementation by providing a structured approach to prioritizing and sequencing sustainability initiatives. The strategies within each timeframe are organized according to the priority areas outlined in the roadmap and are presented in sequential order. Priority actions are highlighted in yellow to guide implementation. Fiscal Years (FY) 2028 and 2029 are positioned to allow for adaptive response to emerging challenges and the accommodation of strategies requiring extended timelines.

FY 2025 [Year 1]

Strategy Number	Strategy
B-2	Expand engagement with state, regional and utility partners to enhance collaboration on energy efficiency and renewable energy.
B-7	Offer educational resources on energy and water conservation to employees and incentivize behavioral change through convenience.
B-8	Track implementation of municipal sustainability initiatives.
T-4	Offer educational resources and assistance to employees to reduce fossil fuel consumption.
T-3	Conduct employee commute survey and implement Transportation Demand Management (TDM) strategies.
W-4	Organize waste reduction office campaign.
C-5	Promote sustainability initiatives at events and collect data on public interests for sustainability initiatives.

FY 2026 [Year 2]

Strategy Number	Strategy
B-4	Amend Land Development Code to support energy efficiency and solar in housing and new developments.

B-5	Identify opportunities to include solar energy and storage on existing city facilities.
T-1	Replace conventional vehicles with electric, hybrid, or alternative fuel vehicles and phase out older, high-emission vehicles.
W-1	Implement plans and policies to reduce waste volumes.
W-2	Expand the DFB Compost program to include additional city facilities and municipal landscaping material.
C-1	Offer educational resources about energy conservation and solar installation to community members.

FY 2027 [Year 3]

Strategy Number	Strategy
B-1	Use data from Advanced Metering Infrastructure to monitor energy use and optimize operations for energy efficiency.
B-6	Ensure new buildings and renovations to existing buildings meet energy-efficient and sustainability standards.
B-9	Evaluate funded technical assistance opportunities for energy efficiency improvements for water utilities.
T-2	Implement a car-sharing program and consolidate vehicle usage to minimize the number of vehicles in operation.
C-2	Promote city-wide use of electric vehicles and sustainable transportation practices.

FY 2028 [Year 4]

Strategy Number	Strategy
B-3	Implement water conservation measures in municipal operations to decrease the energy required for water supply processes.
T-6	Amend Land Development Code to encourage green building practices in a multi-modal transportation system.
C-3	Increase awareness of waste reduction and water conservation practices.
C-4	Promote native tree planting across the city.

FY 2029 [Year 5]

Strategy Number	Strategy
W-3	Reduce and optimize waste collection and transportation.
T-5	Evaluate feasibility of additional operational uses for Compressed Natural Gas (CNG) and develop conversion program.

Plan Orientation

The roadmap presents a structured approach to advancing City of Deerfield Beach's sustainability objectives through a series of strategies and associated metrics. Organized into four focus areas—Building and Power Supply Sources, Transportation, Waste, and Community—the roadmap delves into each area with an introductory overview, highlighting the significance, GHG inventory insights, and the forthcoming strategies and implementation steps.

Within each focus area, strategies are outlined, delineating primary goals and which city departments need to collaborate for implementation. Key Performance Indicators (KPIs) linked to the city's Comprehensive Plan and Strategic Plan are highlighted to gauge the effectiveness of each strategy, along with potential funding sources and implementation steps. Underpinning each strategy are specific steps and metrics to guide execution. These metrics span various dimensions and include potential GHG reduction, metrics for tracking progress, alignment with city policies and goals, involved departments, estimated cost, and funding strategies. For each strategy, the following characteristics are listed in the roadmap.

- **Potential GHG Reduction** | This metric estimates the anticipated percent decrease in greenhouse gas (GHG) emissions resulting from the implementation of a specific action or initiative within a sustainability strategy within five years of implementation and/or by 2050. This metric helps assess the effectiveness of the proposed actions in achieving emission reduction targets and advancing sustainability goals. Evaluating the GHG reduction potential aids decision-makers in prioritizing actions with the greatest environmental benefits and aligning with climate mitigation objectives. For community strategies, this metric was not included, as a community wide GHG inventory would first need to be conducted to establish emission baselines.
- **Metrics for Tracking Progress** | These metrics measure progress toward sustainability goals and full implementation of strategy. An implemented action would result in positive changes in associated metrics or Key Performance Indicators (KPIs). The impact on metrics provides valuable insights into the effectiveness of sustainability actions, helping the city assess performance, identify areas for improvement, and track progress toward achieving desired outcomes.
- **Alignment with City, County, and Regional Policies and Goals** | This section describes the extent to which the sustainability strategy aligns with the policies, objectives, and goals set forth by the emission reduction targets, 2022 City Comprehensive Plan, 2023 City Strategic Plan, the 2020 Broward County Climate Change Action Plan (CCAP), and the 2022 Southeast Florida Regional Climate Change Compact Regional Climate Action Plan 3.0 (RCAP). Alignment assesses how well the proposed strategies and actions contribute to achieving key sustainability targets and priorities established at the municipal, county, or regional level. Alignment increases efficiency in implementation and focused impact from dedicated resources.

- ▶ **Staff or Public Priority Identified in Workshops |** This section identifies strategies that were favorited at either the public input session or staff workshop. During the public input session, community members actively engaged in discussions, providing invaluable insights and perspectives on various sustainability strategies. Their input helped identify priorities that resonate with the community's values and aspirations for a sustainable future. Additionally, the staff workshop allowed for in-depth analysis and evaluation of strategies from a technical and operational standpoint. Through collaborative dialogue and expertise, staff members identified strategies that align with organizational goals, resource availability, and implementation feasibility. By integrating inputs from both public and staff workshops, the plan ensures a holistic approach that addresses community needs while leveraging organizational capacity and expertise for effective implementation.
- ▶ **Involved Departments |** This section lists the city departments and stakeholders that will be actively engaged in the implementation and execution of the sustainability strategy. The breadth and depth of departmental involvement ranges from leadership and decision-making roles to operational and implementation responsibilities. By delineating the specific departments involved, this metric provides insights into the interdisciplinary nature of the sustainability efforts and the span of organizational buy-in and support.
- ▶ **Estimated Cost |** An estimated projected financial investment is provided for each strategy, where feasible. It encompasses expenses such as labor, materials, equipment, and other relevant costs associated with executing the action. The estimated cost is intended to assist staff and decision-makers understand the financial implications of implementing the proposed actions or for budgetary planning and resource allocation. These estimates should be updated prior to initiating implementation based on actual project scope.
- ▶ **Potential Funding Sources |** This section lists potential resources available to support the implementation of the sustainability strategy. Information includes details on any grants, funds, and suggested budget allocations from municipal funds, as well as potential partnerships with external organizations or private sector entities that contribute to the funding of the initiative. Tracking Potential Funding Sources provides transparency and accountability in resource management, ensuring the sustainability efforts have adequate financial backing for successful execution. Descriptions of each grant program including eligible uses, links to official grant websites, and application specifications are included in Appendix A.



Building and Power Supply Sources

The Building and Power Supply Sources Sector stands as a cornerstone within the overarching Sustainability Roadmap for the City of Deerfield Beach. This section is dedicated to charting a course towards sustainability, efficiency, and significant reductions in greenhouse gas emissions. Building and power supply sources encompass the energy consumed within fixed locations, such as municipal buildings, facilities, and infrastructure. Recognizing the critical role of energy consumption in a carbon footprint, this sector is at the forefront of the city's sustainability efforts. The strategies outlined here are designed to optimize energy usage, integrate renewable sources, and enhance the overall efficiency of stationary operations.

The City of Deerfield Beach has made recent progress in energy efficiency through its 2019 Guaranteed Energy, Water, and Wastewater Performance Savings Contract. The 2021-2022 Annual Period 1 Performance Assurance Report outlines the realized outcomes of this collaboration, including Building Automation, Lighting Retrofits, HVAC Replacements, Water Plant Efficiency Upgrades, and the solar installation on Fire Station 102. A significant opportunity for solar implementation exists for both existing facilities and newly built facilities in the future. The City of Deerfield Beach Municipal Operations Greenhouse Gas Inventory confirmed that electricity usage for city operations is a primary contributor to municipal emissions (33% of the emissions inventory in 2022). Furthermore, electricity usage accounted for 97% of Building and Power Supply emissions. Two of the city's Surficial Wells (Well 19 and 22) were among the top ten city facilities with the greatest energy demand. This finding highlights the need for strategic intervention to achieve water conservation, and in turn, energy conservation.

Key strategies include:

- B-1:** Use data from Advanced Metering Infrastructure to monitor energy use and optimize operations for energy efficiency.
- B-2:** Expand engagement with state, regional and utility partners to enhance collaboration on energy efficiency and renewable energy.
- B-3:** Implement water conservation measures in municipal operations to decrease the energy required for water supply processes.
- B-4:** Amend Land Development Code to support energy efficiency and solar in housing and new developments.
- B-5:** Identify opportunities to include solar energy and storage on existing city facilities.
- B-6:** Ensure new buildings and renovations to existing buildings meet energy-efficient and sustainability standards.
- B-7:** Offer educational resources on energy and water conservation to employees and incentivize behavioral change through convenience.
- B-8:** Track implementation of municipal sustainability initiatives.
- B-9:** Evaluate funded technical assistance opportunities for energy efficiency improvements for water utilities.

33% of total emissions originated from building and power supply sources within 2022.

Electricity usage accounted for 97% of building and power supply-related emissions.

In order to ensure alignment with overarching community objectives and leverage existing frameworks for sustainable development, the Sustainability Roadmap incorporates a dedicated section under each focus area outlining pertinent goals and policies derived from the 2022 City Comprehensive Plan, the 2023 Strategic Plan, the 2020 Broward County Climate Change Action Plan (CCAP), and the 2022 Southeast Florida Regional Climate Change Compact Regional Climate Action Plan 3.0 (RCAP)

Related Goals and Policies from the 2022 City Comprehensive Plan

Coastal Element

Post-Disaster Redevelopment Plan, Objective 4.1, Policy 4.1.4 | Utilize resilient construction practices post-disaster to ensure that structures are rebuilt to code, and reconstruction projects incorporate hazard mitigation measures, energy efficiency and green building opportunities. Assess nonconformities and where optimum, reconstruct to the current building code and land development regulations.

Utilities Element

Objective UT 4.2- Policy 4.2.3 | Minimize per capita increases in potable water demands, retrofit existing infrastructure, evaluate the costs and benefits of adaption alternatives when implementing policies for the increased efficiency and capacity of existing facilities.

Objective UT 4.4- Policies 4.4.3- 4.4.6 | Conserve potable water by optimizing the utilization of water through effective water management practices. Enforce Chapter 46, "Plumbing," Section 46-14.13, Table 46 R2 The South Florida Building Code, Broward Edition, which contains standards for ultra-low volume plumbing fixtures to be used in all new construction. Implement a leak detection program to reduce the amount of unaccounted-for water loss within its system. The City shall implement a year-round public information and education program promoting water conservation. Study and develop a program to further promote conservation of water resources in concert with its C.U.P. and the 2018 LECWSP Update requirements.

Capital Improvements Element

Objective CIE 1.1- Policy 1.1.3 | Capital improvement proposed projects should be reviewed, and recommendations should be made based on various criteria, including the project's ability to increase efficiency of use of existing facilities, preventing or reducing future improvement costs.

Intergovernmental Coordination Element

Objective IC 1.6 | The city shall strive to make sustainability and climate resiliency efforts more impactful through coordination and cooperation with appropriate agencies, and through consideration during the planning process.

Climate Resiliency Element

Objective 1- Policies 1.1, 1.2, 1.8, and 1.12 | Adopt strategies and sustainable initiatives that include energy efficiency and renewable energy, sustainable land use practices and policy development. Adopt Land Development Code amendments that support energy efficiency, GHG reduction and conservation; continue energy use monitoring and baseline management for city government activities and operations; enhancements to the built environment including green

building policies and matters that support the reduction of GHGs; encourage sustainable building practices such as energy and water efficiency, green infrastructure, solar energy, and reduce pollution and urban heat island; continue to update the Land Development Code to encourage sustainable initiatives and reduce GHG emissions of both its government operations and the community at large.

Objective 3- Policies 3.1-3.5, 3.12 | Implement policies and strategies that enhance and support the natural environment and continue to support energy and water conservation. Develop and refine greenhouse gas (GHGs) policies and procedures; develop initiatives that help reduce greenhouse gases within the community through development of sustainable policies and procedures; expand the green building (LEED or similar programs) standards for public and private development within the city. Continue to support and implement water conservation measures throughout the city. Install low-flow water conserving fixtures and energy saving features throughout City facilities.

Objective 4- Policies 4.3-4.5 | Expand engagement with the community and state, regional and other government partners to enhance communication and collaboration. Educate by outreach to the community through print, social media and other available avenues, provide educational and outreach materials to the public; schools; senior and community centers.

Planned Resiliency, Mitigation & Adaptation Activities | Automated Meter Reading / Automated Metering Infrastructure; Sustainability Steering Committee formation – city staff, residents and businesses; NatureScape Live Cameras; Sustainability, Climate, and Resiliency Action Plan development; adoption of additional County and regional climate change and resiliency plans.

Conservation Element

Objective CON 1.6- Policy 1.6.2 | Continue and expand water conservation practices to maintain a low per capita consumption of potable water. Continue to implement a City water conservation-based rate structure; adopt additional water restricting ordinances, implement and enforce environmentally sound landscaping practices, expand the City's water leak utility detection program and the water distribution system leakage programs; implement a public information/education program targeting residential water conservation.

Related Strategies from the 2023 City Strategic Plan

Sustainability and Eco-Friendly Environment

Strategic Objective: Greening city operations.

Modernization of City Processes and Infrastructure

Essential Projects: Update of Comprehensive Plan, Update of Land Development Code, Automatic Metering Infrastructure (AMI), and public private partnerships for infrastructure and facility projects.

Related Strategies from the 2020 Broward County Climate Change Action Plan (CCAP)

Energy Resources Element, Actions 91-95 | Continue to reduce energy consumption, explore options for electrification of fossil-fuel equipment. Require large buildings to benchmark and report their energy performance. Increase solar deployment and use renewable energy. Pursue stronger energy conservation and renewable energy standards in the Florida Building Code. Propose and support stronger energy code standards.

Water Resources Element, Actions 107 and 111 | Continue the coordination and delivery of local water conservation programs and activities. Actively promote the “one water” concept. Monitor and protect wellfields.

Related Strategies from the 2022 Regional Climate Action Plan 3.0 (RCAP)

Energy Goal, EN-2 and EN-4 | Advance energy efficiency and conservation, support and advocate for the Florida Public Service Commission (PSC) for increased energy savings through utility-sponsored energy efficiency programs. Advocate for the Florida Building Commission to make changes to promote efficiency, renewable energy and electrification, partner with local government and other stakeholders to assess the efficiency of the Florida Energy Code and define the responsibilities of each trade to improve compliance and enforcement, as well as any key synergies or alignment potential with the Florida Building Code. Expand use of renewable energy.

Sustainable Communities and Transportation Goal, ST-9 | Adopt green building standards.

B-1 Use data from Advanced Metering Infrastructure and building automation to monitor energy use and optimize operations for energy efficiency.

Data from Advanced Metering Infrastructure (AMI) and building automation can be used to monitor energy consumption and enhance operational efficiency within the city. The City of Deerfield Beach's AMI provides water usage data in real-time and detects leaks or issues immediately, leading to a faster response time and increased customer satisfaction. The City of Deerfield Beach's building automation system upgrade connected several buildings and HVAC units to a central building automation system, allow the city to track unit runtimes and energy consumption. By leveraging AMI and building automation data analyses, the city can identify patterns, trends, and anomalies in energy consumption, allowing for proactive management and optimization of energy usage. This strategy empowers the city to make data-driven decisions to reduce energy waste, improve system reliability, and lower operational costs.

Implementation Steps:

1. **Conduct a thorough assessment of the existing AMI and building automation systems** to understand their capabilities, limitations, and integration potential.
2. **Develop a plan to integrate data** from the AMI and building automation systems. This may involve implementing software solutions or data management platforms capable of aggregating and analyzing data from multiple sources.
3. **Establish protocols for collecting, processing, and analyzing data** from the AMI and building automation systems. This may involve setting up automated data collection processes and implementing algorithms or analytics tools to identify patterns and anomalies in energy use.
4. **Develop energy optimization strategies** based on insights gained from data analysis. These strategies may include adjusting building HVAC systems, lighting schedules, and equipment operations to minimize energy consumption during peak demand periods and optimize overall efficiency.
5. **Implement automated control systems** that can adjust energy usage in real-time based on predefined parameters and optimization goals. This may involve programming building



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management systems to respond dynamically to changes in occupancy, weather conditions, and other factors affecting energy demand.

6. **Continuously monitor energy usage and performance metrics** to assess the effectiveness of optimization strategies. Use feedback from monitoring systems to fine-tune operations and identify opportunities for further improvement.



Potential GHG Reduction: 20-30% reduction in Energy-related emissions by 2050.



Metrics for Tracking Progress:

Energy consumption reduction.
Peak demand reduction.
Energy efficiency improvements.
Cost savings.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1

Comprehensive Plan:

- Climate Resiliency Element- Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Climate Resiliency Element- Objective 3- Policies 3.1-3.5

Strategic Plan:

Sustainability and Eco-Friendly Environment Strategic Objectives: Greening city operations, Modernization of City Processes and Infrastructure, Essential Projects: Automatic Metering Infrastructure (AMI).

Broward County Climate Change Action Plan (CCAP): Energy Resources Goal, Actions 91-95

Regional Climate Action Plan 3.0 (RCAP): Energy Goal, EN-2 and EN-4



Staff or Public Priority Identified in Workshops: Staff priority.



Involved Departments: Sustainable Management, Environmental Services, City Manager's Office, Information Technology.



Estimated Cost: No additional capital cost, staff time required for implementation. The initial setup phase is resource-intensive, requiring several weeks of dedicated work from IT and engineering staff. Ongoing operations will need a part-time commitment of roughly 15 hours per week to effectively monitor data, optimize operations, and maintain the systems.

B-2: Expand engagement with state, regional and utility partners to enhance collaboration on energy efficiency and renewable energy.

This strategy involves engaging with various entities to exchange knowledge, resources, and best practices, thereby amplifying the impact of sustainability initiatives across various levels of governance and utility services. Through enhanced collaboration, the city can leverage collective expertise and resources and promote sustainable change across various scales to accelerate progress towards its energy efficiency and renewable energy goals.

Implementation Steps:

1. Evaluate benefits FPL Solar Together Program.

- a. Assess FPL SolarTogether program, including its objectives, eligibility criteria, subscription options, benefits, and potential impact on the city's electricity consumption.
 - i. Fixed subscription rate: \$6.76 per kW subscribed
 - ii. 180 energy hours generated per month
 - 1. FPL estimates the highest amount of solar generation at 180 hours per month; these hours are multiplied by the kW subscription level.
 - iii. \$0.036 credit rate year one (increases yearly)

2. Participate in planning for regional energy rebate programming

as part of Carbon Pollution Reduction Grants Program funding application with Southeast Florida Regional Climate Change Compact.

- a. Coordinate with City of Fort Lauderdale.
- b. Assess potential benefit of program.
- c. Communicate resource needs.

3. Align with recommendations of the 2022 Southeast Florida Regional Climate Change Compact Energy Efficiency Action Plan

- a. *Increase Access to Energy Efficiency Programs:* The plan highlights the need to improve access to energy efficiency programs, especially for low-to-moderate-income (LMI) households. This includes creating a community resource center to catalog and streamline access to existing energy efficiency and assistance programs.



- b. *Enhance State and Federal Advocacy:* Advocacy for improvements in state and federal policies. The plan encourages local governments to push for policies that support safe, affordable energy and greater efficiency measures.
 - c. *Utilize Federal Funding Opportunities:* The plan suggests exploring federal funding and incentives to support the implementation of energy efficiency measures, particularly those targeting vulnerable communities.
4. **Support and advocate to the Florida Public Service Commission (PSC) for increased energy savings** through utility-sponsored energy efficiency programs. **Advocate for amendments within the Florida Building Commission** aimed at advancing efficiency, renewable energy integration, and electrification.



Potential GHG Reduction: 10% reduction in Energy-related emissions by 2050.*

*Assumes offset of 1% of municipal operations annual electricity use which would require an 83 kW subscription (\$561/ month). This percentage offset could be increased to 100% based on the discretion of the City.



Metrics for Tracking Progress:

Subscription rate.
Solar capacity added through program.
Electricity offset.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1

Comprehensive Plan:

- Intergovernmental Coordination Element, Objective IC 1.6
- Climate Resiliency Element- Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Climate Resiliency Element- Objective 3- Policies 3.1-3.5
- Capital Improvements Element, Objective CIE 1.1- Policy 1.1.3

Strategic Plan:

Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.

Modernization of City Processes and Infrastructure Essential Project: Public private partnerships for infrastructure and facility projects.

Broward County Climate Change Action Plan (CCAP): Energy Resources Goal, Actions 91-95.

Regional Climate Action Plan 3.0 (RCAP): Energy Goal, EN-2 and EN-4.



Involved Departments: Sustainable Management, Environmental Services, Finance and Budget, Purchasing.



Estimated Cost: \$6,732 for first year of FPL Solar Together Program subscription. Each year the credit rate increases, resulting in an annual decrease in cost. These extra credits reduce the energy bill and lower the monthly payment.



Potential Funding Sources:

Carbon Pollution Reduction Grants Program funding application with Southeast Florida Regional Climate Change Compact

B-3: Implement water conservation measures in municipal operations to decrease the energy required for water supply processes.

Strategy B-3 focuses on optimizing water usage to reduce the energy demand associated with water supply processes. By implementing water conservation measures, such as efficient irrigation practices, leak detection and repair, and the installation of water-saving fixtures, the city can decrease the overall volume of water pumped and treated, consequently reducing the energy required for these processes.

The strategy is informed by the findings of the greenhouse gas (GHG) inventory, which identified wells as high energy demand components within the water supply system. By conserving water, the City of Deerfield Beach not only mitigates water scarcity and promotes sustainability but also directly addresses the energy-intensive nature of water extraction, treatment, and distribution.

Implementation Steps:

1. **Begin by conducting a comprehensive assessment of existing water fixtures and appliances across City facilities.** Identify areas where water retrofits are needed and prioritize locations based on water usage data, age of fixtures, and potential for water savings. The following lists describe retrofits already in place, the focus for future investment should be in other facilities or areas that have not been retrofitted.
 - a. According to the 2021- 2022 Annual Period 1 Performance Assurance Report, the City of Deerfield Beach installed 261 fixtures across 10 locations consisting of 63 restroom sink upgrades, 20 toilet upgrades, 24 shower retrofits, 17 urinals, 15 general purpose faucets and 2 ice machines. In addition to water savings, there was a reduction in electrical energy usage resulting from reduced heated water usage.
 - b. Retrofit locations included Oveta Gym, Pioneer Park Tennis-Cemetery, Pier Main and Bait Shop, Highland Park Center, Teen Center, Fire Station 66, Constitution Park, Central City Campus Buildings A and B, and Fire Station 102.
2. **Procure and install low-flow water conserving fixtures**, such as toilets, faucets, and showerheads, throughout city facilities.



Ensure that the selected fixtures meet water efficiency standards and are suitable for the specific usage requirements of each facility.

3. **Maintain a detailed record of locations where water retrofits are completed**, including the type of fixtures installed and the associated water savings achieved. This information will serve as a valuable reference for tracking progress and evaluating the impact of the retrofit program.
4. **Collaborate with NatureScape to conduct irrigation audits of city parks and medians**. Assess the efficiency of existing irrigation systems, identify areas of water waste or inefficiency, and recommend improvements to optimize water usage and minimize runoff.
 - a. Implement recommendations from the irrigation audits, such as adjusting irrigation schedules, repairing leaks or malfunctions, and retrofitting irrigation systems with water-saving technologies like smart controllers or drip irrigation.
 - b. Reference the 2019 Guaranteed Energy, Water, and Wastewater Performance Savings Contract^x for baseline irrigation consumption measures.
5. In conjunction with water retrofits, **identify opportunities to install energy-saving features** that complement water conservation efforts.
6. **Establish a system for monitoring water usage and energy consumption in city facilities post-retrofit**. Use metering data and utility bills to track changes in water and energy usage over time and compare performance against pre-retrofit baseline metrics.
7. **Regularly review the results of irrigation audits and track improvements in water efficiency in city parks and medians**. Document any additional water savings achieved through optimization measures implemented as part of the audit recommendations.



Potential GHG Reduction: 3.5% reduction in Energy-related emissions by 2050.*

*Based on realized annual reduction from the 2021- 2022 Annual Period 1 Performance Assurance Report.



Metrics for Tracking Progress:

Water consumption reduction.

Reduction in energy consumption related to water supply processes.

Number of water fixtures upgraded.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1

Comprehensive Plan:

- Climate Resiliency Element- Objective 3- Policies 3.1-3.5, 3.12
- Conservation Element Objective CON 1.6- Policy 1.6.2
- Utilities Element Objective UT 4.2- Policy 4.2.3, Objective UT 4.4- Policies 4.4.3- 4.4.6

Strategic Plan: Sustainability and Eco-Friendly Environment, Strategic Objective: Greening city operations.

Broward County Climate Change Action Plan (CCAP): Water Resources Element, Actions 107 and 111



Involved Departments: Environmental Services, Sustainable Management, Parks and Recreation.



Estimated Cost: Varies based on number of fixtures, retrofits, repairs, and sites including in audit. Low-flow water conserving fixtures vary in cost, averaging at \$50-\$100 per fixture. Monitoring, tracking, and collaboration components can be completed by existing employees.

B-4: Amend Land Development Code to support energy efficiency and solar in housing and new developments.

Strategy B-4 involves updating the City of Deerfield Beach's Land Development Code to prioritize energy efficiency and encourage the use of solar energy in new buildings and developments. This entails setting minimum standards for energy-efficient features like lighting and water heaters and promoting the installation of solar panels. The City of Deerfield Beach could consider requiring developers to assess how their projects will impact energy use and infrastructure and could test new energy-efficient lighting through pilot programs.

Implementation Steps:

1. **Conduct a comprehensive review of the existing Land Development Code** to identify areas where amendments can enhance energy efficiency standards and facilitate solar technology integration.
2. **Draft proposed amendments:**
 - a. Establish minimum energy efficiency standards for new construction and renovations, including requirements for insulation, HVAC systems, windows, and doors.
 - b. Introduce provisions for solar-ready building designs, such as pre-wiring for solar panels and orientation guidelines for optimal solar access.
 - c. Implement expedited permitting processes and fee waivers for solar installations to incentivize adoption.
 - d. Amend zoning regulations to protect solar access rights, ensuring that buildings are designed and positioned to maximize sunlight exposure for solar energy generation. This may include setbacks, height restrictions, and shading regulations to prevent adjacent structures from blocking sunlight.
3. **Consider requiring developers to assess impacts of increased energy consumption** (new power plant, rate increase).





Potential GHG Reduction: 10-30% reduction in Energy-related emissions by 2050.



Metrics for Tracking Progress:

Solar installation rate.
Energy efficiency compliance.
Permitting efficiency.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 4

Comprehensive Plan:

- Intergovernmental Coordination Element, Objective IC 1.6
- Climate Resiliency Element- Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Capital Improvements Element, Objective CIE 1.1- Policy 1.1.3

Strategic Plan:

Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.

Modernization of City Processes and Infrastructure Essential Project: Update of Land Development Code, and public private partnerships for infrastructure and facility projects.

Broward County Climate Change Action Plan (CCAP): Energy Resources Element, Action 91.

Regional Climate Action Plan 3.0 (RCAP): Energy Goal, EN-2 and EN-4.



Involved Departments: Sustainable Management, Environmental Services, Planning and Development Services, Code Enforcement, City Commission, City Manager's Office



Estimated Cost: Staff time for implementation.

B-5 Identify opportunities to include solar energy on existing city facilities.

As part of the city's commitment to sustainable development and environmental stewardship, the sustainability roadmap includes a strategic initiative to assess city properties for the potential installation of solar photovoltaic (PV) systems. By harnessing the power of solar energy, the city aims to transition towards cleaner and more sustainable energy sources, thereby reducing the city's carbon footprint and promoting a resilient and energy-efficient infrastructure.

This strategy entails a systematic approach to solar integration across city-owned properties, involving a thorough review of available rooftops and the subsequent creation of Solar Implementation Steps. Additionally, adopting solar-ready policies and incorporating solar considerations into asset management and construction projects ensure that future developments are designed with sustainability in mind from the outset.

Implementation Steps:

1. **Review the inventory** of city-owned buildings to identify suitable rooftops for solar installations.
 - a. Consider factors such as age, condition, replacement schedule, available rooftop space, sun exposure, structural integrity, and energy demand.
2. **Utilize the National Renewable Energy Laboratory (NREL) – Renewable Energy Integration & Optimization (REopt) tool**
 - a. Screen most suitable facilities identified in the building inventory to identify and prioritize cost-effective solar installations.
 - b. Data needed for system size and cost estimation includes facility addresses, electricity rates, and typical electricity loads.
3. **Create a Solar Implementation Plan** to outline a phased approach to solar installation projects.
 - a. Replace existing solar panels at the Central City Campus-Building A by 2029.
 - b. Consider solar installation at buildings with high energy demand such as City Hall, Fire Station 4, Public Works Department, and Environmental Services.
 - c. Consider installation on one facility every three years after 2029.



4. Determine funding need for solar projects

- a. Apply for grants for solar panels on city hall, fire station, and other essential buildings.
- b. Determine cost share and dedicate annual funds within the budget to support solar projects, including installation costs, equipment purchases, and maintenance expenses- \$100,000-\$500,000 annually to support projects that receive grant awards or advance solar projects where feasible.



Potential GHG Reduction: 15% reduction in Energy-related emissions by 2050. *

*Varies based on facility location and if total energy consumption is offset by solar installation.



Metrics for Tracking Progress:

Megawatt (MW) of Solar Photovoltaics Installed.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1

Comprehensive Plan:

- Objective CIE 1.1- Policy 1.1.3
- Climate Resiliency Element, Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Climate Resiliency Element, Objective 3- Policies 3.1-3.4

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.

Broward County Climate Change Action Plan: Energy Resources Element, Actions 91-94.

Regional Climate Action Plan 3.0: Energy Goal, EN-4.



Staff or Public Priority Identified in Workshops: Staff priority.



Involved Departments: Parks and Recreation, Sustainable Management, Environmental Services, Finance and Budget, Purchasing.



Estimated Cost: \$100,000-\$500,000 per installation*

*This cost estimate is for an entire solar installation and assumes a standard solar module size of around 300 watts (0.3 kW) per panel. The cost per watt for solar installations can range from \$1 to \$2, with variations based on specific project factors. Size and cost will vary based on facility chosen and yearly electricity use. The true cost depends on the system size (kW), roof size and orientation, roof condition and complexity, type of solar panels, equipment, labor, and permitting.



Potential Funding Sources:

- Environmental and Climate Justice Community Change Grants Program
 - National Clean Investment Fund | US EPA
 - Community Development Block Grant
 - Investment Tax Credit (ITC) for Renewables -- Tax-exempt entities are eligible.
 - Production Tax Credit (PTC) for Electricity from Renewables -- Tax-exempt entities are eligible.
 - Thriving Communities Grantmaking Program (EJ TCGM) Program
 - Communities Sparking Investment in Transformative Energy (C-SITE) - grant within Local Government Energy Grant Program (LGEP)
-

B-6 Ensure new buildings and renovations to existing buildings meet energy-efficient and sustainability standards.

The outlined strategy proposes a proactive approach to urban development by advocating for adherence to energy-efficient and sustainability standards in all new constructions and renovations of existing buildings within the city. By emphasizing the integration of eco-friendly practices and technologies into building designs, this initiative aims to minimize environmental impact and enhance energy efficiency.

Establishing guidelines for solar-ready roofs will make it easier to integrate solar energy systems into new and existing buildings, while developing a Green Building Ordinance ensures that new construction meets strict energy conservation standards. Regular audits and retro-commissioning of large government buildings help identify areas for improvement in energy efficiency and sustainability, leading to long-term environmental benefits.

Implementation Steps:

1. **Set green building standard for new public buildings.**
2. **List priority energy efficiency and solar projects to be prioritized post-disaster.**
 - a. Update list annually. Note which projects could be funded with disaster funding.
3. **Add question to capital improvement budgeting process to encourage planning for energy efficiency.**
 - a. As an example, what would the cost of adding energy efficiency measures to this project be? Are there any no cost energy efficiency measures that could be implemented with the project?
4. **Implement a Solar-Ready Roof Ordinance** for roof construction on existing or new facilities.
 - a. Develop guidelines and standards for incorporating solar energy systems into new construction, considering factors such as building orientation, roof design, and energy demand. Reference the National renewable Energy Laboratory (NREL) Solar Ready Building Planning Guide.
 - b. Incorporate solar considerations into the asset management plan, prioritizing solar installations during roof replacement or refurbishment projects.



5. **Develop and implement a Green Building Ordinance** compliant with the "Florida Energy Conservation Code" portion of the Florida Building Code (FBC).
6. **Audit, benchmark, and/or retro-commission large existing government buildings every 10 years.**
7. **Update energy efficiency practices to better accommodate employees needs, work schedules, and demand.**
 - a. Implement timely motion sensors.
 - b. Decentralize air conditioning control.



Potential GHG Reduction: 10-30% reduction in Energy-related emissions by 2050. *

*Dependent on amount of general construction, roof construction, and retrofitting implemented. The City of Deerfield Beach reduced its annual emissions by 757 MT CO2e during the 2021- 2022 Annual Period 1 Performance Assurance Report.



Metrics for Tracking Progress:

Number and efficiency of energy efficiency upgrades.
Megawatt-hours (MWh) electricity consumption reduced.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1 and Target 4

Comprehensive Plan:

- Climate Resiliency Element, Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Climate Resiliency Element, Objective 3- Policies 3.1-3.4

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.

Regional Climate Action Plan 3.0: Energy Goal, EN-2.6.



Involved Departments: Sustainable Management, Environmental Services, Planning and Development Services, City Commission, City Manager's Office.



Estimated Cost: No additional cost under existing Performance Savings Agreement (Contract).

B-7 Offer educational resources on water and energy conservation to employees and incentivize behavioral change through convenience.

The goal of Strategy B-6 is to empower employees with knowledge and resources to actively participate in energy and water conservation efforts and explore sustainable energy options. By providing comprehensive information on energy conservation practices, employees can gain a deeper understanding of the significance of reducing energy consumption and adopting sustainable energy solutions. Educating employees about the importance of energy reduction habits at work not only contributes to environmental conservation but also leads to cost savings for the organization. Resources will also focus on water use reduction and conservation practices for employees to implement at the workplace and at home. Through personalized guidance and assistance, employees can implement energy-efficient and water conservation practices and explore solar options tailored to their specific needs. Assistance may include personalized guidance, consultations, and support to help employees navigate the process of implementing water conservation and energy-efficient practices or integrating solar technologies.

Implementation Steps:

1. Electronic informational resource development.

- a. Energy conservation
 - i. Compile informative guides, fact sheets, infographics, videos, and webinars that cover various aspects of energy use reduction, efficiency, and solar energy.
 - ii. Organize the collected resources into categories such as energy-saving tips, renewable energy technologies, and funding resources to facilitate easy navigation.
- b. Water conservation
 - i. Leverage federal and county resources for water conservation including [Broward County Water Conservation^{xi}](#), [Water Conservation Cheat Sheet for the Workplace | Emirates Nature-WWF Team^{xii}](#), [Best Management Practice #4: Water-Efficient Landscaping | Energy.gov^{xiii}](#), and [Best Management Practices for Water Efficiency | Energy.gov^{xiv}](#)



2. **Create a “resource hub” on the city website.**
 - a. Develop a centralized online platform accessible to all employees where educational resources are available.
 - b. Populate the resource hub with informative guides, brochures, videos, articles, and other relevant materials to facilitate learning and awareness.
 - c. Ensure the resource hub is user-friendly, easily navigable, and regularly updated with updated content to maintain employee engagement.
 - d. Align hub with the hubs from T-4 and W-4.
3. **Coordinate quarterly free training/workshops** to educate employees on various aspects of sustainability, energy and water conservation, and renewable energy.
 - a. Collaborate with internal experts, external consultants, or sustainability organizations to deliver informative presentations, demonstrations, or interactive activities.
4. **Identify department sustainability champions to advance sustainability strategies**
 - a. Appoint sustainability champions from each department who are willing to promote sustainability initiatives.
 - b. Coordinate monthly sustainability champion meetings to discuss interdepartmental coordination on sustainability topics and efforts and to equip champions with the knowledge and tools needed to effectively advocate for sustainable practices.
 - c. Task sustainability champions with disseminating information from the resource hub (as well as hubs from T-4 and W-3), organizing department-specific sustainability activities, and encouraging their colleagues to participate in sustainability efforts.
5. **Improve operations of energy efficiency equipment based on employee feedback to iteratively improve performance of investments**
 - a. Regularly collect staff feedback after energy efficiency improvements are made to ensure optimal functioning of equipment. Change settings to work with staff needs e.g. automatic bathroom lights should stay on while room is occupied, building temperatures should be tolerable, automatic lights turned on for a temporary need should be programmed to return to off when building is empty.



Potential GHG Reduction: 5-10% by 2050



Metrics for Tracking Progress:

Participation and engagement rate.
Pre- and post-training assessments or surveys.
Behavior changes and sustainable practices implemented.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1

Comprehensive Plan:

- Climate Resiliency Element, Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Climate Resiliency Element, Objective 3- Policies 3.1-3.4
- Intergovernmental Coordination Element, Objective IC 1.6

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.

Broward County Climate Change Action Plan:

- Energy Resources Element Actions 91-94.
- Water Resources Element, Action 107.

Regional Climate Action Plan 3.0: Energy Goal, EN-2 and EN-4.



Staff or Public Priority Identified in Workshops: Staff priority.



Involved Departments: All departments.



Estimated Cost: Staff time to implement and for champions and approximately 10 hours annual per department team for trainings.

B-8 Track implementation of municipal sustainability initiatives.

This strategy involves aligning the City of Deerfield Beach's activities with the criteria set forth in sustainable programs in which the city participates. This entails a comprehensive review of program requirements, focusing on **Energy Efficiency and Conservation Block Grant (EECBG)** reporting, to assess the congruence with current and proposed city actions. Identified gaps are addressed through targeted initiatives focusing on data collection and operational adjustments. Ongoing monitoring and stakeholder engagement are integral to ensure progress and adherence to program standards, thereby demonstrating the City of Deerfield Beach's commitment to sustainability and its contribution to broader environmental objectives.

Implementation Steps:

1. **Review reporting goals and metrics for the Energy Efficiency and Conservation Block Grant (EECBG)(application submitted in April 2024 for \$141,090).**
2. **Assess current sustainability strategies** and initiatives to identify areas that align with EECBG reporting goals and metrics.
 - a. Achieve a 50% reduction in emissions from energy use by 2050;
 - b. Community-wide baseline greenhouse gas inventory;
 - c. Fuel efficiency and conservation strategy;
 - d. Municipal fleet analysis and right-sizing;
 - e. Alternative fuels plan to include electric, CNG, propane, etc.;
 - f. Policy and ordinance development and implementation; and, electric vehicle charging infrastructure.
3. **Prioritize actions that contribute directly to meeting the specified targets** and objectives outlined in the EECBG application.
4. **Modify future sustainability strategies as needed** or develop new ones to ensure alignment with reporting goals and metrics.
5. **Documentation and compliance.**
 - a. Maintain thorough documentation of all activities, data, and reports related to the alignment of sustainability strategies with EECBG reporting goals.
 - b. Ensure compliance with all relevant regulations, guidelines, and deadlines set forth by the EECBG program.





Potential GHG Reduction: 50% reduction in emissions (3,582 MT CO₂e) from energy use by 2050.



Metrics for Tracking Progress:

Community-wide baseline greenhouse gas inventory.
 Fuel efficiency and conservation strategy.
 Municipal fleet analysis and right-sizing.
 Alternative fuels plan to include electric, CNG, propane, etc.
 Policy and ordinance development and implementation.
 Electric vehicle charging infrastructure.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1

Comprehensive Plan:

- Climate Resiliency Element, Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Climate Resiliency Element, Objective 3- Policies 3.1-3.4

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.



Involved Departments: Sustainable Management, Procurement, City Manager's Office.



Estimated Cost: Staff time for implementation.

B-9 Evaluate funded technical assistance opportunities for energy efficiency improvements for water utilities.

By leveraging available resources and expertise, this initiative seeks to identify and capitalize on opportunities for optimizing energy usage and reducing operational costs across water infrastructure systems. Through careful assessment and analysis, potential funding sources, such as government grants, utility incentives, and collaborative partnerships, should be explored to support the implementation of energy-efficient technologies and practices within water utilities. Additionally, this strategy involves evaluating the feasibility and efficacy of various energy-saving measures, including equipment upgrades, process improvements, and innovative technologies. As a critical component of the water utility infrastructure, the West Water Treatment Plant represents a significant source of energy consumption due to the various processes involved in treating and distributing water to the community. Therefore, directing attention towards optimizing energy usage at this facility can yield substantial benefits in terms of cost savings, resource conservation, and environmental sustainability.

Implementation Steps:

1. **Research and identify existing technical assistance programs, grants, and incentives** available at the local, state, and federal levels that specifically target energy efficiency improvements for water utilities. Potential federal programs to research include:
 - a. **U.S. Environmental Protection Agency (EPA) WaterSense Program:** Offers technical assistance and resources to help water utilities identify and implement water-saving measures, including energy-efficient technologies and practices.
 - b. **Department of Energy (DOE) Better Buildings Initiative:** Offers technical assistance, tools, and resources to support energy efficiency improvements in commercial and industrial facilities, including water treatment plants.
 - c. **Water Research Foundation (WRF) Energy Management Program:** Provides technical assistance and research findings to help water utilities optimize energy use and reduce energy costs. It offers resources such as energy management guides, case studies, and training workshops focused on energy efficiency strategies for water treatment plants.



- d. **American Water Works Association (AWWA) Energy Efficiency Programs:** Offers technical assistance and educational resources to help water utilities enhance energy efficiency in water treatment and distribution systems.
 - e. **Utility Energy Service Contracts (UESC):** UESC programs, offered through federal agencies such as the Department of Energy and the Department of Defense, provide technical assistance and financing options for implementing energy efficiency projects in water treatment plants. These programs offer comprehensive energy services, including energy audits, project design, installation, and performance monitoring.
2. **Evaluate the eligibility criteria, application process, funding availability, and technical support offered** by each identified assistance program to determine their alignment with the energy efficiency needs of the water treatment plant.
 3. **Engage with relevant stakeholders**, including utility management, operations staff, energy efficiency experts, and potential funding agencies, to gather input, insights, and feedback on potential technical assistance opportunities.
 4. **Conduct a feasibility analysis** of the identified technical assistance programs to assess their suitability for addressing the energy efficiency challenges and opportunities specific to the water treatment plant. Evaluate factors such as cost-effectiveness, scalability, and compatibility with existing infrastructure.
 5. **Develop proposals outlining the energy efficiency projects and initiatives to be pursued** with the support of the selected technical assistance programs.
 - a. Reference the 2019 Guaranteed Energy, Water, and Wastewater Performance Savings Contract for detailed West Water Treatment Plant energy consumption, identified priorities for retrofits, HVAC replacements, and results from a building envelope audit.
 - b. Reference the 2021-2022 Annual Period 1 Performance Assurance Report^{xv} for details on completed Water Plant efficiency upgrades, HVAC replacements and lighting retrofits.



Potential GHG Reduction: No estimated GHG emission reduction through research of assistance opportunities. Implementation of retrofits and energy upgrades that can result from securing technical assistance is linked to an estimated 10% reduction in

Energy-related emissions by 2050 based on realized energy savings presented in the 2021-2022 Annual Period 1 Performance Assurance Report.



Metrics for Tracking Progress:

Identified technical assistance opportunities.
 Secured opportunities.
 Energy consumption reduction.
 Cost savings.
 Energy efficiency



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 1

Comprehensive Plan:

- Climate Resiliency Element, Objective 1- Policies 1.1, 1.2, 1.8 and 1.12
- Climate Resiliency Element, Objective 3- Policies 3.1-3.4

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.

Broward County Climate Change Action Plan: Energy Resources Element, Action 91.

Regional Climate Action Plan 3.0: Energy Goal, EN-2.



Involved Departments: Sustainable Management, Procurement, City Manager's Office.



Estimated Cost: Staff time to implement.



Transportation Strategies

The Transportation Sector emerges as a focal point within the comprehensive Sustainability Roadmap for the City of Deerfield Beach. This section is dedicated to reshaping the city's mobility landscape, ushering in sustainable transportation practices that align with emission reduction targets and contribute to a resilient and eco-friendly urban environment. Before exploring areas for opportunity within the city, it is important to highlight the city's major transportation-related sustainability milestones, which include an On-site Compressed Natural Gas (CNG) fueling station installation and CNG Heavy Duty Trucks, a DBCRA-Freebee Rideshare Service - 100% electric, and upcoming Electric Vehicle Charging Station Contracting. The Transportation Sector addresses the intricate web of commuting patterns, vehicular activities, and mobility infrastructure. Recognizing the environmental impact of conventional transportation, the strategies outlined in this section are strategically designed to propel the City of Deerfield Beach towards a future where mobility is synonymous with sustainability, efficiency, and reduced carbon emissions.

Key findings from the City of Deerfield Beach Municipal Operations Greenhouse Gas Inventory underscore the pivotal role of the Transportation Sector in the city's overall emissions profile. The inventory revealed that 13% of municipal operations emissions were attributed to transportation in 2022, 90% of which were attributed directly to fleet related-emissions. This revelation serves as a compelling call to action, emphasizing the need for innovative strategies to revolutionize the city's transportation landscape.

Within this section, the roadmap unveils a set of key strategies poised to redefine the City of Deerfield Beach's transportation model.

Key strategies include:

- T-1:** Replace conventional vehicles with electric, hybrid, or alternative fuel vehicles and phase out older, high-emission vehicles.
- T-2:** Implement a car-sharing program and consolidate vehicle usage to minimize the number of vehicles in operation.
- T-3:** Conduct employee commute survey and implement Transportation Demand Management (TDM) strategies.
- T-4:** Offer educational resources and assistance to employees to reduce fossil fuel consumption.
- T-5:** Evaluate feasibility of additional operational uses for Compressed Natural Gas (CNG) and develop conversion program.
- T-6:** Amend Land Development Code to encourage green building practices in a multi-modal transportation system.

13% of total emissions originated from transportation sources within 2022.

Fleet fuel usage accounted for 90% of transportation-related emissions.

Related Strategies from the 2022 City Comprehensive Plan

Future Land Use Element

Objective FLU 1.5, Policy 1.5.4 and 1.5.6 | The TOD must include design features that promote and enhance pedestrian mobility, including connectivity to regional transit station. The use of Low Impact Design/Green infrastructure principles and BMPs are encouraged.

Objective FLU 8.1- Policy FLU 8.1.1 | Provide a variety of transportation choices; reduce commute times to work; reduce greenhouse gas emissions; amend its Land Development Regulations to incorporate smart growth, sustainable management.

Transportation Element

Objective TE 1.1 Multi-Model | Promote the reduction of greenhouse gas emissions; increases physical activity opportunities; coordinates and balances the transportation system with appropriate land uses, and sustainability of the environment; that is aesthetically pleasing; and that is coordinated with other adopted transportation plans, programs, neighboring counties and implementing agencies. Provide the opportunity for the use of multi-modal transportation options to serve the movement of and connections among people, jobs, goods, and services.

Conservation Element

Objective CON 1.1- Policy 1.1.3 | Reduce the potential for automobile emissions pollution by supporting developments such as, Transit Oriented Development (TOD), promoting alternative transportation modes such as carpooling, public transit, and increasing the use of alternative fuels in City owned vehicles.

Climate Resiliency Element

Objective 1- Policy 1.6 | Adopt strategies and sustainable initiatives that include promotion of electric vehicles and charging stations and enhancements to the built environment including green building policies and matters that support the reduction of GHGs.

Objective 4- Policies 4.3-4.5 | Expand engagement with the community and state, regional and other government partners to enhance communication and collaboration. Educate by outreach to the community through print, social media and other available avenues, provide educational and outreach materials to the public; schools; senior and community centers.

Related Strategies from the 2023 City Strategic Plan

Sustainability and Eco-Friendly Environment

Strategic Objective: Greening city operations.

Modernization of City Processes and Infrastructure

Essential Projects: CNG fuel maximization, alternative fuels, efficient fleet use, and update of Land Development Code.

Related Elements and Actions from the Broward County Climate Change Action Plan (CCAP)

Transportation Objective, Action 44, 47, 48 | Implement Transportation Demand Management (TDM) strategies including the expansion and encouragement of telework opportunities. Establish a clean fuel fleet. Electrify buses and fleet and install EV infrastructure. Maximize partnerships to further public EV knowledge, adoption, equitable access and utilization. Coordinate on EV charging infrastructure.

Related Objectives from the 2022 Regional Climate Action Plan 3.0 (RCAP)

Sustainable Communities and Transportation, ST-11, ST-14, ST-16, ST-22, ST-23 | Employ transit-oriented developments. Support compact development patterns. Adopt green building standards to guide decision making and development. Require and/or incentivize better locations, design and construction of residential, commercial and mixed-use developments and redevelopment. Incorporate green infrastructure in transportation policy and project design. Enable a fuel-efficient public vehicle fleet. Reduce emissions and increase resilience via transportation planning.

T-1 Replace conventional vehicles with electric, hybrid, or alternative fuel vehicles and phase out older, high-emission vehicles.

A phased transition plan is crucial for the successful implementation of this strategy. The recommendations outlined within the Implementation Steps represent a systematic schedule for retiring older vehicles and introducing low-emission alternatives. Prioritization is given to high-usage vehicles and those that are due for immediate replacement, ensuring an efficient and strategic shift toward a greener fleet. Fleet managers should set mileage thresholds (e.g., 100,000 miles) at which vehicles are considered for replacement.

For the successful integration of electric vehicles (EVs), investing in charging infrastructure is paramount. Identifying key locations for charging stations, both centralized and strategically dispersed, ensures convenient access for fleet vehicles.

Implementation Steps:

1. **Develop a fleet transition plan** based on 2022 data that identifies vehicles that are candidates for replacement based on age, fuel usage, and operational requirements. It is recommended that vehicles be prioritized based on age (2017 or older) and highest fuel usage.
 - a. Replace 1-2 light duty trucks each year.
 - b. Replace 1 heavy duty truck within the Environmental Services or Parks & Recreation Department each year.
 - c. Transition 4 heavy duty trucks (garbage trucks) from Diesel to CNG by 2035.
2. **Develop an Electric Vehicle (EV) Procurement Strategy**
 - a. Develop specifications and procurement procedures for acquiring electric vehicles, ensuring compliance with regulatory requirements and budget constraints.
 - b. Solicit bids from EV manufacturers and suppliers.
3. **Establish charging infrastructure**
 - a. Identify suitable locations for EV charging stations, considering factors such as proximity to fleet, parking availability, and power supply capacity.
 - b. Develop a phased approach for installing charging infrastructure, prioritizing locations with high EV utilization and potential for future expansion.



- i. Potential installation of two chargers at CCC A (contracts pending).
 - ii. Install one charger at City Hall by 2029.
4. **Training of employees**
 - a. Provide training for fleet managers and drivers on EV operation, charging procedures, range management, and maintenance requirements.
5. **Continue to track fuel use** and VMT per vehicle and department for yearly vehicle replacement prioritization.
6. **Coordinate with Florida's Diesel Emissions Mitigation Program (DEMP) and EPA's Diesel Emissions Reduction Act (DERA) State Grant Program to identify opportunities for alternative fuel transit projects.**



Potential GHG Reduction: 4% reduction in Transportation-related emission by 2029, 20% reduction by 2050. Estimated based on an average 45% emission reduction per vehicle replaced.



Metrics for Tracking Progress:

Number of vehicles transitioned.
Fuel savings.
Number of EV chargers installed.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 2

Comprehensive Plan:

- Objective FLU 8.1- Policy FLU 8.1.1
- Objective CON 1.1- Policy 1.1.3
- Climate Resiliency Element, Objective 1- Policy 1.6

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.
- Modernization of City Processes and infrastructure Essential Projects: CNG fuel maximization, alternative fuels, and efficient fleet use.

Broward County Climate Change Action Plan: Transportation Element, Actions 47, 48
Regional Climate Action Plan 3.0: Sustainable Communities and Transportation Goal, ST-22, ST-23.



Staff or Public Priority Identified in Workshops: Staff priority.



Involved Departments: Sustainable Management, Environmental Services, Planning and Development Services, City Commission, City Manager's Office, Purchasing.



Estimated Cost: \$150,000 to \$250,000 per vehicle.



Potential Funding Sources:

- Environmental and Climate Justice Community Change Grants Program
 - Charging and Fueling Infrastructure Discretionary Grant Program
 - Alternative Fuel Vehicle Refueling Property Tax Credit
 - Charging & Fueling Infrastructure Grants (through FDOT)
 - Community Development Block Grant
 - Credit for Qualified Commercial Clean Vehicles Tax Credit
 - Diesel Emissions Reduction Act Program (DERA)
 - National Electric Vehicle Infrastructure (NEVI)
-

T-2 Implement a car-sharing program and consolidate vehicle usage to minimize the number of vehicles in operation.

As part of the City of Deerfield Beach's commitment to sustainability and efficient resource management, the implementation of a car-sharing program represents a strategic initiative to optimize vehicle usage within municipal operations. By adopting this approach, the city aims to reduce its carbon footprint, enhance transportation efficiency, and promote sustainable mobility practices among employees. Through the consolidation of vehicle usage and the introduction of a shared mobility solution, Deerfield Beach seeks to achieve significant environmental benefits while improving operational efficiency and cost-effectiveness.

Implementation Steps:

1. **Vehicle fleet right-sizing**
 - a. Analyze the city fleet's operational needs and determine the optimal number and types of vehicles required to meet those needs efficiently.
 - b. Meet with Department Directors and match vehicles to specific tasks based on factors such as fuel efficiency and operational requirements.
 - c. Set usage thresholds- VMT, year built, etc.- to identify underutilized vehicles and remove each year.
 - i. Ex: 45 vehicles used < 100 gallons in 2022
2. **Develop an in-house car-sharing platform** tailored to department needs and preferences.
 - a. Set up protocol for vehicle access and pooling logistics.
 - b. Promote self check out of vehicles to limit administrative involvement.
3. **Car-sharing infrastructure set up** including designated parking areas and chargers if applicable.





Potential GHG Reduction: An estimated 5-10% reduction from car-sharing and 10% reduction from fleet right-sizing by 2050. An approximate reduction of 56 MT CO₂e by 2029 and 438 MT CO₂e by 2050, respectively.



Metrics for Tracking Progress:

Reduction in fleet size.
Vehicle utilization rate.
Vehicle turnaround time.
Number of vehicle sharing instances.
Maintenance and repair costs.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 2

Comprehensive Plan:

- Objective FLU 8.1- Policy FLU 8.1.1
- Objective CON 1.1- Policy 1.1.3

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.
- Modernization of City Processes and Infrastructure Essential Projects: CNG fuel maximization, alternative fuels, and efficient fleet use.

Regional Climate Action Plan 3.0: Sustainable Communities and Transportation Goal, ST-23.



Staff or Public Priority Identified in Workshops: Staff priority.



Involved Departments: Environmental Services, Sustainable Management, Parks & Recreation, Purchasing Department.



Estimated Cost: Staff time for implementation.

T-3 Conduct employee commute survey and implement Transportation Demand Management (TDM) strategies.

The purpose of this effort is to gain insights into how city staff members travel to and from work, identify opportunities for reducing carbon emissions associated with commuting, and develop strategies to promote more sustainable transportation options. By conducting a comprehensive survey and exploring various reduction strategies, the City of Deerfield Beach can aim to minimize the environmental impact of employee commuting while supporting organizational sustainability goals.

The implementation of Transportation Demand Management (TDM) strategies encompasses a multifaceted approach aimed at alleviating congestion, reducing emissions, and optimizing transportation systems. Central to this strategy is the expansion and promotion of telework opportunities, complemented by various other TDM initiatives. These include ridesharing and carpooling programs, promoting public transit usage, encouraging active transportation modes like walking and cycling, implementing flexible work schedules, managing parking supply and demand effectively, providing comprehensive transportation information and outreach, and integrating transportation considerations into land use planning. By employing this comprehensive suite of TDM strategies, the City of Deerfield Beach can foster sustainable travel behavior, alleviate pressure on transportation infrastructure, and create more efficient, equitable, and resilient transportation systems that benefit both residents and the environment.

Implementation Steps:

1. Conduct employee commute survey

- a. Design a comprehensive survey questionnaire to collect relevant information such as commuting distances, modes of transportation used, and willingness to participate in alternative commuting programs.
- b. Distribute the survey to all city employees through email or an online survey platform, ensuring anonymity and confidentiality.
- c. Collect and analyze survey responses to identify commuting patterns, common transportation modes, and potential areas for improvement.



2. Explore Telework opportunities and flexible work schedules:

- a. Promote and facilitate telework opportunities for employees across various departments. Encourage directors to adopt telework policies and provide support for remote work arrangements, such as technology infrastructure, flexible scheduling, and remote collaboration tools.
- b. Implementing flexible work schedules that allow employees to vary their work hours or work remotely on certain days. Flexible scheduling can help distribute peak travel demand more evenly throughout the day, reducing congestion during traditional rush hours.
3. Utilize employee commute survey results to **institute a ride sharing program** to promote carpooling among employees to reduce single-occupancy vehicle trips.
 - a. Establish a centralized rideshare matching platform or system where employees can connect with potential carpool partners based on their commuting routes and schedules.
 - b. Promote the rideshare program through internal communications channels, such as email newsletters, bulletin boards, and staff meetings.
 - c. Offer incentives such as preferred parking spaces, carpooling rewards, or financial incentives to encourage employee participation in the rideshare program.
4. **Encourage employees to use mass transit**
 - a. Provide employees with information on available transit routes, schedules, and fare options.
 - b. Explore discounted transit passes or subsidies for employees to reduce the cost barrier associated with using public transportation.
 - c. Organize informational sessions or workshops to educate employees about the benefits of mass transit, as well as city partnership and incentive programs.
 - d. Coordinate city vehicle pick-up and drop-off of transit riders and promote transit-friendly policies such as flexible work hours to accommodate transit users.
5. **Encourage Active Transportation:** Encouraging walking and cycling as viable transportation options through the development of pedestrian and cycling infrastructure, such as sidewalks, bike lanes, and multi-use trails. Providing amenities such as bike racks, bike-sharing programs, and pedestrian-friendly streetscapes can further support active transportation.
6. **Parking Management:**

- a. Implementing strategies to manage parking supply and demand, such as pricing mechanisms, time restrictions, and preferential parking for carpoolers or electric vehicles.



Potential GHG Reduction:

- Accounting for employee commuting would initially increase GHG emissions.
- According to the U.S. Environmental Protection Agency (EPA), taking public transit results in an estimated 50% reduction in GHG emissions per passenger mile.
- Carpooling or ride-sharing programs can reduce emissions by 30% - 50% per passenger compared to driving alone.



Metrics for Tracking Progress:

- Number of participants.
- Vehicle Miles Traveled (VMT) reduction.
- Vehicle occupancy rates.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 2

Comprehensive Plan:

- Objective FLU 8.1- Policy FLU 8.1.1
- Objective CON 1.1- Policy 1.1.3

2020 Broward County Climate Change Action Plan (CCAP): Transportation Element, Action 44.

Regional Climate Action Plan 3.0: Sustainable Communities and Transportation Goal, ST-23.



Involved Departments: Environmental Services, Sustainable Management, Human Resources.



Estimated Cost: Dependent on incentives and partnerships.

T4 Offer educational resources and assistance to employees.

This strategy aims to provide comprehensive support for adopting sustainable transportation practices and encompasses a range of activities designed to inform, educate, and empower staff members to make environmentally friendly transportation choices. Through the implementation of this strategy, the City of Deerfield Beach can address the environmental impact of employee commuting while also promoting health, wellness, and cost savings. By providing access to informative guides, brochures, and online resources, launching targeted marketing campaigns, and establishing a dedicated resource hub on the city website, the city to equip employees with the necessary information and support to embrace sustainable transportation alternatives.

Implementation Steps:

1. **Collection of electronic informational resources** highlighting various sustainable transportation options such as public transit, biking, carpooling, walking, and telecommuting, as well as available educational and assistance programs.
 - a. FPL public and fleet EV charging programs: [FPL EVolution^{xvi}](#)
 - b. Technical, practical, and financially tailored solutions customized to the workplace: [Charge@Work^{xvii}](#)
 - c. Workplace charging certification program that provides technical assistance: [The Electric Vehicle Adoption Leadership \(EVAL\)^{xviii}](#)
 - d. Guidance and resources for transitioning to electric transportation: [The Florida Electric Vehicle Roadmap^{xix}](#)
 - e. Opportunities from the Florida Department of Agriculture and Consumer Services for EV funding and technical assistance: [The Alternative Fuel Transportation Program \(AFT\)^{xx}](#)
 - f. Ensure that the materials include practical tips, benefits, cost-saving information, maps, and resources for each transportation option.
 - g. Collaborate with relevant transportation authorities, environmental organizations, and advocacy groups to gather accurate and up-to-date information.
2. **Launch a marketing campaign.**
 - a. Utilize internal communication channels such as email newsletters, staff meetings, and employee portals to disseminate information about the available resources.
3. **Create a “resource hub” on the city website.**



- a. Provide a centralized platform for easy access to educational materials and resources.
- b. Organize the hub into user-friendly categories such as transportation modes (e.g., public transit, biking, walking), tips for commuting, maps and routes, and telecommuting guidance.
- c. Ensure that the online platform is easily accessible, mobile-friendly, and regularly updated with new information and resources.
- d. Include interactive features such as calculators for estimating carbon emissions savings, commute planning tools, and links to external resources for further exploration.
- e. Align hub with the hubs from B-5 and W-3.



Potential GHG Reduction: Estimated 5-10% reduction by 2050.



Metrics for Tracking Progress:

Participation and engagement rate.
Pre- and post-training assessments or surveys.
Behavior changes and sustainable practices implemented.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 2

Comprehensive Plan:

- Future Land Use Element, Objective FLU 8.1- Policy FLU 8.1.1
- Objective CON 1.1- Policy 1.1.3
- Climate Resiliency Element, Objective 1- Policy 1.6
- Climate Resiliency Element, Objective 4- Policies 4.3-4.5

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.



Involved Departments: All departments.



Estimated Cost: Staff time for implementation.

T-5 Evaluate feasibility of additional operational uses for Compressed Natural Gas (CNG) and develop conversion program.

This strategy for the Deerfield Sustainability Roadmap involves assessing the practicality of expanding the operational applications of Compressed Natural Gas (CNG) and establishing a conversion program. This initiative aims to explore the feasibility of utilizing CNG in additional operational capacities beyond its current usage and to devise a structured plan for transitioning relevant systems or vehicles to CNG. The ultimate goal is to enhance sustainability by leveraging the environmental benefits of CNG across various operational domains within the City of Deerfield Beach.

Implementation Steps:

1. Technical Assessment

- a. Conduct a comprehensive technical evaluation to assess the compatibility of CNG with various operational aspects, including fleet vehicles, generators, golf carts, equipment, and facilities.
- b. Evaluate existing infrastructure to determine its suitability for CNG storage, dispensing, and utilization.
- c. Identify any necessary modifications or upgrades required to integrate CNG effectively into operational systems.
- d. Engage with engineering and technical experts to ensure compliance with safety, performance, and regulatory standards.

2. Economic Feasibility Analysis

- a. Perform a thorough cost-benefit analysis to assess the financial viability of transitioning to CNG for additional operational uses.
- b. Calculate upfront capital investments required for infrastructure upgrades, equipment modifications, and vehicle conversions.
- c. Estimate ongoing operational costs, including fuel expenses, maintenance, and infrastructure upkeep.
- d. Explore potential long-term savings in fuel expenses and operational efficiency resulting from CNG integration.
- e. Identify funding mechanisms, incentives, grants, or partnerships to offset implementation costs and enhance economic feasibility.



3. Pilot Testing and Validation

- a. Conduct pilot testing of CNG conversion initiatives to validate feasibility, performance, and effectiveness. Select a subset of vehicles, equipment, or facilities for conversion and monitor their performance under real-world conditions.
- b. Collect data on fuel efficiency, emissions reduction, operational costs, and user feedback to assess the success of the pilot program.

4. Development of Conversion Guidelines and Training

- a. Create comprehensive conversion guidelines and training materials to support the implementation of the conversion program.
 - i. These materials should include step-by-step procedures for vehicle or equipment modifications, safety precautions, maintenance requirements, and troubleshooting tips.
- b. Provide training sessions or workshops to educate personnel on CNG conversion processes and best practices.



Potential GHG Reduction: 2-5% reduction in Transportation-related emissions by 2050.



Metrics for Tracking Progress:

Conversion rate.
Fuel use and cost reduction.
Operational cost savings.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 2

Comprehensive Plan:

- Objective FLU 8.1- Policy FLU 8.1.1
- Objective CON 1.1- Policy 1.1.3

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.
- Modernization of City Processes and Infrastructure Essential Projects: CNG fuel maximization, alternative fuels, and efficient fleet use.

Broward County Climate Change Action Plan: Transportation Element, Actions 47, 48
Regional Climate Action Plan 3.0: Sustainable Communities and Transportation Goal, ST-22, ST-23.



Involved Departments: Sustainable Management, Environmental Services, Planning and Development Services, City Commission, City Manager's Office, Purchasing.



Estimated Cost: The approximate cost for converting a few generators and golf carts from diesel and gasoline to CNG could range from several thousand to tens of thousands of dollars per unit. A cost analysis will require quotes from reputable vendors or conversion specialists to accurately estimate the total conversion expenses.

T-6 Amend Land Development Code to encourage green building practices in multi-modal transportation system.

This strategy aims to enhance sustainable development practices within the community by amending the Land Development Code to promote green building initiatives in conjunction with the establishment of a multi-modal transportation system. Through this approach, the community can integrate environmentally friendly construction practices with a comprehensive transportation network that accommodates various modes of travel, including walking, cycling, public transit, and alternative fuel vehicles. By incentivizing green building practices such as energy efficiency, renewable energy integration, water conservation, and materials recycling, the amended Land Development Code can foster the creation of eco-friendly buildings and infrastructure that support a healthier, more resilient, and sustainable built environment. Additionally, by aligning these efforts with the development of a multi-modal transportation system, the strategy seeks to reduce reliance on single-occupancy vehicles, minimize carbon emissions, improve air quality, enhance mobility options, and promote active transportation choices, ultimately contributing to a more sustainable and livable community for residents, businesses, and visitors alike.

Implementation Steps:

1. Policy Review and Analysis:

- a. Conduct a thorough review of the existing Land Development Code to identify areas where amendments can be made to incentivize green building practices.
- b. Analyze best practices and case studies from other jurisdictions to inform the development of new policies and regulations that promote sustainability in building design, construction, and operation.
- c. Consider incorporating standards and certifications such as LEED (Leadership in Energy and Environmental Design) or Green Globes into the amended code to encourage developers to achieve higher levels of sustainability.

2. Integration with Multi-Modal Transportation Planning:

- a. Coordinate with transportation planners to integrate green building requirements and compact development principles into transportation policy and project design.



- b. Identify synergies between green building practices and multi-modal transportation goals, such as locating developments near transit hubs, providing bicycle and pedestrian infrastructure, and promoting transit-oriented development.
- c. Ensure that the amended Land Development Code supports the development of compact, walkable, and transit-friendly neighborhoods that minimize reliance on single-occupancy vehicles.



Potential GHG Reduction: 10% emission reduction by 2050 via policy implementation.



Metrics for Tracking Progress:

Number of green building practices implemented.
Mode share of transportation.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 2

Comprehensive Plan:

- Future Land Use Element, Objective FLU 1.5, Policy 1.5.4 and 1.5.6 and Objective FLU 8.1- Policy FLU 8.1.1
- Transportation Element, Objective FLU 1.5, Policy 1.5.4 and 1.5.6
- Objective CON 1.1- Policy 1.1.3

Strategic Plan:

- Modernization of City Processes and Infrastructure, Essential Projects: Update of Land Development Code.

Regional Climate Action Plan 3.0 (RCAP): Sustainable Communities and Transportation Goal, ST-11. ST-14, ST-16, ST-22, ST-23.



Involved Departments: Environmental Services, Sustainable Management, Planning and Development Services.



Estimated Cost: Staff time for implementation.



Waste Strategies

The Waste Sector section is dedicated to altering the city's approach to waste, fostering sustainable practices that align with emission reduction goals and local and nation-wide best practices, and that contribute to the creation of an environmentally resilient community.

Acknowledging the environmental impact of conventional waste practices, the strategies outlined in this section aim to propel the City of Deerfield Beach towards a future where waste is minimized, recycled, and repurposed, aligning with emission reduction targets and contributing to a circular and sustainable waste management system.

The City of Deerfield Beach Municipal Operations Greenhouse Gas Inventory highlights the significant impact of the Waste Sector on the city's overall emissions. According to the inventory, waste accounted for 54% of municipal operations emissions in 2022, with 91% of these emissions directly linked to solid waste.

Within this section, the roadmap outlines several key strategies intended to increase the sustainability of the City of Deerfield Beach's waste management practices. While emission reductions are a primary goal, the strategies outlined in the Waste Management Sector offer broader benefits to the community. A transition towards sustainable waste practices promises to reduce environmental pollution, conserve resources, and stimulate the local economy through innovative waste management initiatives.

Key strategies include:

- ▶ **W-1:** Implement plans and policies to reduce waste volumes.
- ▶ **W-2:** Expand the DFB Compost program to include additional city facilities and municipal landscaping material.
- ▶ **W-3:** Reduce and optimize waste collection and transportation.
- ▶ **W-4:** Organize waste reduction office campaign.

54% of total emissions originated from waste sources within 2022.

The transportation of solid waste accounted for 98% of solid waste-related emissions.

Related Goals and Policies from 2022 City Comprehensive Plan

Utilities Element

Objective UT 2.3- Policy 2.3.1 | Maintain secured capacity for disposal of its solid waste, maintain adequate and efficient collection services, minimize the amount of solid waste to be disposed and maintain sufficient and equitable financing measures to provide collection and disposal services that satisfy the demands of the system's customers. Continue to recycle 30% of its solid waste stream by increasing its recycling program. Continue to provide residential and commercial recyclable collection services and public education on methods, procedures, and benefits of recycling as part of its residential waste management program.

Future Land Use Element

Objective FLU 2.1 -Policies 2.2.13 and 2.2.14 | Encourage source separation and the recycling of solid waste. Landfills and resource recovery facilities shall be planned to minimize impacts on adjacent existing or planned uses.

Related Strategies from 2023 Strategic Plan

Sustainability and Eco-Friendly Environment

Strategic Objective: Greening city operations.

Modernization of City Processes and Infrastructure

Essential Projects: Composting waste diversion program, solid waste rate sufficiency and needs assessment, and public private partnerships for infrastructure and facility projects.

Related Elements and Actions from the Broward County Climate Change Action Plan (CCAP)

Healthy Community Objective, Actions 34, 35 | Require recycling of construction and demolition waste. Implement on-site organics (food waste and yard waste) collection in commercial, single-family and multifamily properties, including food waste collection in high-volume locations.

Energy Resources Objective, Action 96 | Reduce the amount of waste going to landfills.

W-1 Implement plans and policies to reduce waste volumes.

Strategy W-1 aims to mitigate waste generation, promote sustainable waste management practices, and advance environmental sustainability efforts. While the city provides recycling drop-off centers that support municipal facilities and the community, it is recommended that the city implements a general plan or policy to reduce waste volumes. It is critical that the contamination issues that resulted in the previous recycling program's suspension in 2020 be revisited and that efforts be taken to optimize recycling and avoid contamination.

To further reduce waste, the city can explore the implementation of a Resource Recovery Plan that would promote a more circular economy by diverting waste from landfills and instead repurpose it as a resource for generating new materials or services within the community. Together, these initiatives aim to mitigate municipal operation waste generation, promote sustainable waste management practices, and advance environmental sustainability efforts.

Involved Departments: Sustainable Management, Environmental Services, Planning Department

- 1. Set target for each Department to go paperless via online application, payment and record keeping systems.**
- 2. Develop a recycling program or policy.**
 - a. Establish clear guidelines and procedures for employees and residents to participate in the recycling program effectively.
 - b. Collaborate with Waste Connections and recycling facilities to ensure efficient collection, processing, and marketing of recyclable materials.
- 3. Develop a Resource Recovery Plan.**
 - a. Evaluate current waste management practices and identify opportunities for resource recovery, including potential sources of recyclable materials, organic waste, and other valuable resources.
 - b. Assess the feasibility of implementing resource recovery initiatives based on factors such as economic viability, environmental impact, and community needs.
 - c. Collaborate with stakeholders, including government agencies, businesses, nonprofit organizations, and community groups, to garner support for resource recovery efforts and foster collaboration.



- d. Seek input from stakeholders to identify priorities, goals, and strategies for developing a resource recovery plan that aligns with the needs and values of the community.
- e. Based on the findings of the assessment and stakeholder engagement process, develop a comprehensive resource recovery plan that outlines specific objectives, targets, and action steps for implementation.
- f. Define roles and responsibilities for key stakeholders involved in the resource recovery plan, ensuring clear accountability and coordination throughout the process. Mandate the recycling of construction and demolition waste while promoting adherence to the standards set by the United States Green Building Council and the Florida Green Building Council for construction companies, haulers, and contractors.
 - i. Offer incentives for recycling to haulers and promote construction practices that prioritize the utilization of recycled and reused materials.



Potential GHG Reduction: Estimated 2% reduction in Waste-related emissions by 2029 and a 10% reduction by 2050. The average reduction in GHG emissions achieved through a comprehensive recycling program and a Resource Recovery Plan can range from several hundred to over a thousand MT CO₂e per year for a municipality.



Metrics for Tracking Progress:

Recycling rate.
Waste diversion rate.
Volume of recyclables collected.
Contamination rate.
Community participation.



Alignment with City, County, and Regional Policies and Goals: *Sustainability Roadmap Emission Reduction Targets: Target 3 and Target 4*

Comprehensive Plan

- Utilities Element, Objective UT 2.3- Policy 2.3.1
- Future Land Use Element, Objective FLU 2.1 -Policies 2.2.13 and 2.2.14

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.
- Modernization of City Processes and Infrastructure- Essential Projects: Composting waste diversion program, solid waste rate sufficiency and needs assessment, and public private partnerships for infrastructure and facility projects.

Broward County Climate Change Action Plan (CCAP):

- Energy Resources Element, Action 96 | Reduce the amount of waste going to landfills.
- Healthy Community Element, Action 34 | Require recycling of construction and demolition waste.



Staff or Public Priority Identified in Workshops: Staff priority.



Involved Department: Sustainable Management, Environmental Services, Planning Department.



Estimated Cost: Staff time for implementation.

W-2 Expand the DFB Compost program to include additional city facilities and municipal landscaping material.

Expanding the City of Deerfield Beach (DFB) Compost program marks a strategic initiative aimed at enhancing the city's sustainability efforts by incorporating additional municipal facilities and landscaping materials into the composting process. This strategy underscores the municipality's commitment to environmental stewardship and resource conservation. By broadening the scope of the composting program, the city can minimize organic waste sent to landfills, reduce greenhouse gas emissions, and promote the production of nutrient-rich compost for landscaping and agricultural purposes. This expansion aligns with DFB's sustainability objectives, fostering a more resilient and eco-friendly community while mitigating the environmental impacts associated with organic waste disposal.

Implementation Steps:

1. **Identify funding for program continuity**
2. **Conduct an assessment and inventory**
 - a. Conduct a comprehensive assessment of existing composting infrastructure and capabilities.
 - b. Inventory available organic waste materials generated by additional city facilities and municipal landscaping activities.
3. **Develop a program expansion strategy**
 - a. Based on the inventory, identify five (5) city facilities to be added to the composting program by 2029.
 - b. Create a municipal landscaping material pilot program with five (5) city facilities.
4. **Infrastructure development.**
 - a. Upgrade and expand composting infrastructure at selected city facilities to accommodate increased waste volumes.
 - b. Install composting bins at municipal landscaping sites for the collection and processing of organic materials.





Potential GHG Reduction: Estimated 1% reduction in Waste-related emissions by 2029 and a 5% reduction by 2050. This is approximately a reduction of 113 MT CO₂e annually. *

*Based on the addition of **five** facilities to the current compost program. The GHG reduction from the landscaping pilot program would vary, and initial impact should be assessed to estimate future reductions.



Metrics for Tracking Progress:

Waste diversion rate.

Participation rate.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 3

Comprehensive Plan

- Utilities Element, Objective UT 2.3- Policy 2.3.1
- Future Land Use Element, Objective FLU 2.1 -Policies 2.2.13 and 2.2.14

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.
- Modernization of City Processes and Infrastructure- Essential Projects: Composting waste diversion program, solid waste rate sufficiency and needs assessment, and public private partnerships for infrastructure and facility projects.

Broward County Climate Change Action Plan (CCAP):

- Healthy Community Element, Action 35 |Implement on-site organics (food waste and yard waste) collection in commercial, single-family and multifamily properties, including food waste collection in high-volume locations.
- Energy Resources Element, Action 96 | Reduce the amount of waste going to landfills.



Involved Department: Sustainable Management, Environmental Services Landscaping.



Estimated Cost: \$18,500*

*Estimated cost is inclusive of staff hours, site assessment and planning, equipment, training and outreach, and monitoring.



Potential Funding Sources:

- Thriving Communities Grantmaking Program (EJ TCGM) Program
- Solid Waste Infrastructure for Recycling Infrastructure Grants (Local)

W-3 Reduce and optimize waste collection and transportation.

With an ever-growing population and increasing urbanization within the City of Deerfield Beach, optimizing waste collection and transportation processes becomes imperative for reducing environmental impacts. Strategy W-3 encompasses a multifaceted approach to enhancing waste management practices throughout the City of Deerfield Beach. At its core, the strategy aims to streamline waste collection and transportation processes to minimize environmental impacts associated with municipal operations. By implementing innovative technologies, adopting best practices, and fostering collaboration with stakeholders, the city seeks to optimize waste collection routes, reduce vehicle emissions, and mitigate the environmental footprint of its waste management activities.

Implementation Steps:

1. Utilize Route Optimization Software

- a. Invest in specialized software designed to optimize waste collection routes based on various factors such as location, waste volume, traffic patterns, and collection schedules. This software can analyze data to generate the most efficient routes for waste collection vehicles.

2. Implement GPS Tracking Systems

- a. Equip waste collection vehicles with GPS tracking systems to monitor their real-time location and movement. This allows supervisors to track vehicles' progress, identify any deviations from planned routes, and make adjustments as needed to optimize efficiency.

3. Adopt Dynamic Routing Strategies

- a. Implement dynamic routing strategies that allow collection vehicles to adapt their routes in response to real-time conditions such as traffic congestion, road closures, or changes in waste volume.

4. Consider Variable Collection Schedules

- a. Assess the feasibility of implementing variable collection schedules based on factors such as seasonal fluctuations in waste generation or changes in population density. By adjusting collection frequency and timing dynamically, the city can optimize routes to minimize travel distances and fuel consumption.



5. Conduct Regular Route Audits

- a. Continuously monitor and evaluate waste collection routes to identify areas for improvement and optimization.
Conducting regular route audits allows the city to identify inefficiencies, such as overlapping routes or underutilized collection vehicles, and make data-driven decisions.



Potential GHG Reduction: 542 MT CO₂e*

*Based on a 5% reduction after optimization.



Metrics for Tracking Progress:

Reduction in VMT.
Reduction in fuel consumption.
Vehicle maintenance costs.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 3

Comprehensive Plan

- Utilities Element, GOAL UT. 2.0

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.
- Modernization of City Processes and Infrastructure- Essential Projects: Composting waste diversion program, solid waste rate sufficiency and needs assessment, and public private partnerships for infrastructure and facility projects.



Involved Department: Sustainable Management, Procurement, City Manager's Office.



Estimated Cost: \$15,000 for route optimization software, \$30,000 for GPS tracking.



Potential Funding Sources:

- Thriving Communities Grantmaking Program (EJ TCGM) Program
- Consumer Recycling Education and Outreach Grant Program
- Community Development Block Grant
- Consumer Battery Recycling Program
- ITC and PTC Tax Credits
- Emerging Contaminants in Small or Disadvantaged Communities
- Energy Efficiency & Conservation Block Grant Program
- Environmental and Climate Justice Community Change Grants Program
- Government-to-Government (EJG2G) Program
- Greenhouse Gas Reduction Fund
- Solid Waste Infrastructure for Recycling Infrastructure Grants (Local)
- Clean Water State Revolving Fund (CWSRF)
- Thriving Communities Grantmaking Program (EJ TCGM) Program

W-4: Organize waste reduction office campaign.

Strategy W-4 aims to offer educational resources and assistance to employees regarding waste reduction, recycling, and best practices and to empower and engage staff members in sustainable behaviors within the workplace. Through this initiative, employees will gain access to valuable information, tools, and support to minimize waste generation, increase recycling and composting rates, and adopt environmentally responsible practices. The strategy involves developing comprehensive educational materials, workshops, and training sessions tailored to employees' needs and preferences. Additionally, personalized assistance and guidance can be provided to help individuals implement waste reduction strategies effectively.

Implementation Steps:

1. **Compilation of electronic informational resources** highlighting best practices for waste reduction, recycling and composting, and water conservation.
 - a. Leverage federal and county resources for waste reduction including [Reducing Waste: What You Can Do | US EPA^{xxi}](#) and [Recycling Single-Family Home \(broward.org\)^{xxii}](#).
2. **Disseminate resources by leveraging internal communication channels.**
3. **Generate a “resource hub” on the city website.**
 - a. Create a centralized platform for easy access to educational materials and resources.
 - b. Categorize information into easily accessible topics such as waste reduction, recycling best practices, and composting program information and participation guidance.
 - c. Align hub with the hubs from B-7 and T-4.





Potential GHG Reduction: 909 MT CO₂e by 2050. *

*Based on the mid-range of the estimated 5-10% reduction.



Metrics for Tracking Progress:

Participation and engagement rate.

Pre- and post-training assessments or surveys.

Behavior changes and sustainable practices implemented.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 3

Comprehensive Plan

- Utilities Element, Objective UT 2.3- Policy 2.3.1
- Future Land Use Element, Objective FLU 2.1 -Policies 2.2.13 and 2.2.14

Strategic Plan:

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.
- Modernization of City Processes and Infrastructure- Essential Projects: Composting waste diversion program, and solid waste rate sufficiency and needs assessment.

Broward County Climate Change Action Plan (CCAP): Energy Resources Element, Action 96.



Involved Departments: All departments.



Estimated Cost: Cost is dependent on staff involvement and number of hours spent. It is estimated that program development will require 15-25 staff hours, inclusive of resource compilation, researching, and organization. It is estimated that training participation will require 12-25 hours, inclusive of training session planning, conducting sessions, and follow up and feedback collection.



Community Strategies

The Community Strategies section outlines key initiatives aimed at promoting sustainability practices throughout the City of Deerfield Beach. These strategies aim to address pressing environmental challenges and to enhance the quality of life for all residents.

The community-wide strategies within this section aim to promote environmental stewardship, resource efficiency, and community sustainability. From encouraging energy conservation and sustainable transportation to raising awareness about waste reduction and promoting native tree planting, these initiatives are integral to shaping a more sustainable future for the City of Deerfield Beach. Each strategy outlined in this section represents a commitment to proactive and practical solutions that can make a meaningful difference in the community.

Providing informational resources and promoting awareness of sustainability strategies play a crucial role in increasing the sustainability of the city and empowering residents. By offering access to educational materials, residents gain a better understanding of sustainability concepts, practices, and their significance. This knowledge can empower them to make informed choices and adopt sustainable behaviors in their daily lives. As more individuals embrace these behaviors, the collective impact leads to significant reductions in resource consumption and environmental footprint.

Key strategies include:

- C-1:** Offer educational resources about energy conservation and solar installation to community members.
- C-2:** Promote city-wide use of electric vehicles and sustainable transportation practices.
- C-3:** Increase awareness of waste reduction and water conservation practices.
- C-4:** Promote native tree planting across the city.
- C-5:** Promote sustainability initiatives at events and collect data on public interests for sustainability initiatives.

Related Goals and Policies from the City Comprehensive Plan

Future Land Use Element

Objective FLU 1.5- Policy FLU 1.5.6 | Mixed use development in areas served by regional transit stations; establishment of a TOD that promotes and enhance pedestrian mobility, including connectivity to regional transit stations.

Objective FLU 4.1- Policy FLU 4.1.2 | Maintain a system of parks; ensure the City's Land Development Code protects existing and designated parks, recreation, conservation, and open space lands from future development.

Objective FLU 8.1- Policy FLU 8.1.1 | Provide a variety of transportation choices; reduce commute times to work; reduce greenhouse gas emissions; amend its Land Development Regulations to incorporate smart growth, sustainable management.

Objective FLU 5.3- Policy FLU 5.3.6 | Protect areas known to contain plant species listed in the Regulated Plant Index.

Objective FLU 5.3- Policy FLU 5.3.9 | Maintain and enforce the tree preservation ordinance in the City's Land Development Code.

Objective FLU 5.4 | Require landscaping to be consistent with the principles of Florida-Friendly Landscaping and the requirements in Section 98-80 of the Land Development Code.

Transportation Element

Objective TE 1.1- Policies TE 1.1.13 and TE 1.1.15 | Multi-modal transportation options; pedestrian and bicycle infrastructure linking neighborhoods to the transit system; adopt the County's short-term bicycle and pedestrian LOS standards, and its long-term transit, bicycle and pedestrian standards.

Objective TE 1.1- Policies TE 1.1.16 and TE 1.1.18 | Enhance pedestrian and bicyclist shade/cooling through codes and standards; context sensitive placement of utilities ensuring planting of "Florida Friendly" trees.

Utilities Element

GOAL UT. 2.0 | Maintain adequate and efficient collection services and minimize the amount of solid waste to be disposed.

Conservation Element

Objective CON 1.6- Policy 1.6.2 | Maintain or reduce the average daily per capita water demand and continue and expand its water conservation practices through a public information/education program and enforcement of the Florida Building Code and City regulations for ultra-low volume plumbing flow restriction on new construction.

Objective CON 1.6- Policy 1.6.5 | Land Development Regulations shall recommend the use of Florida-friendly landscaping principles as listed in the Land Development Code, and the SFWMD's Waterwise plant guide.

Objective CON 1.6- Policy 1.7.7 | Implement regulations that protect and preserve trees, including those in areas of native vegetation and promote the use of native vegetation in landscape plans.

Intergovernmental Coordination Element

Objective IC 1.6- Policy 1.6.1 | Strive to make sustainability and climate resiliency efforts more impactful through coordination and cooperation with appropriate agencies, and through consideration during the planning process. Continue to collaborate in the identification and implementation of appropriate mitigation, protection, and adaptation strategies.

Climate Resiliency Element

Objective 1- Policies 1.1, 1.2, 1.6, 1.8, and 1.12 | Adopt strategies and sustainable initiatives that include energy efficiency and renewable energy, sustainable land use practices and policy development. Adopt Land Development Code amendments that support energy efficiency, GHG reduction and conservation; continue energy use monitoring and baseline management for city government activities and operations; include promotion of electric vehicles and charging stations; enhancements to the built environment including green building policies and matters that support the reduction of GHGs; encourage sustainable building practices such as energy and water efficiency, green infrastructure, solar energy, and reduce pollution and urban heat island; continue to update the Land Development Code to encourage sustainable initiatives and reduce GHG emissions of both its government operations and the community at large.

Objective 3- Policies 3.1-3.9 | Implement policies and strategies that enhance and support the natural environment and continue to support energy and water conservation. Develop and refine greenhouse gas (GHGs) policies and procedures; develop initiatives that help reduce greenhouse gases within the community through development of sustainable policies and procedures; continue to support Florida-friendly landscaping within the Land Development Code; continue to support and implement water conservation measures and planting of native vegetation; encourage practices to reduce the urban heat island effects such as increasing urban tree canopy.

Objective 4- Policies 4.3-4.5 | Expand engagement with the community and state, regional and other government partners to enhance communication and collaboration. Educate by outreach to the community through print, social media and other avenues, provide educational outreach materials to the public, schools and community centers.

Related Strategies from 2023 Strategic Plan

Sustainability and Eco-Friendly Environment

Strategic Objective: Greening city operations and community waste reduction.

Modernization of City Processes and Infrastructure

Strategic Objective: Establishment of City-wide Objectives, Measures and Strategic Plan.

Related Elements and Actions from the Broward County Climate Change Action Plan (CCAP)

Policy Element, Actions 13, 17 | Implement and promote Dark Skies outdoor lighting policy model ordinance. Set a plastic waste reduction goal.

Healthy Community Element, Actions 22, 26, 28, 30 | Engage volunteer corps. Enhance the urban tree canopy to protect walkers, transit riders and bicyclists from heat and pollution. Engage academia in research. Reduce urban heat island effect.

Transportation Element, Action 48 | Maximize partnerships to further public EV knowledge, adoption, equitable access and utilization. Coordinate on EV charging infrastructure.

Energy Resources Element, Actions 91 and 92 | Continue to reduce energy consumption, explore options for electrification of fossil-fuel equipment. Promote energy efficiency in the community. Require large buildings to benchmark and report their energy performance. Recruit municipal and educational buildings to use the ENERGY STAR Portfolio Manager to track energy use and compare usage to similar properties.

Related Goals from the Regional Climate Change Action Plan 3.0 (RCAP)

Natural Systems, NS-15 | Protect tree canopy and urban green spaces.

Public Health, PH-3 | Address heat risks to frontline communities.

Sustainable Communities and Transportation, ST-23 | Reduce emissions and increase resilience via transportation planning.

Energy, EN-2 and EN-4 | Advance energy efficiency and conservation. Expand use of renewable energy.

C-1 Offer educational resources about energy conservation and solar installation to community members.

Strategy C-1 aims to empower residents with the knowledge and tools needed to adopt sustainable practices and renewable energy solutions. By providing comprehensive educational resources, including guides and online materials, residents can learn about the benefits of energy conservation and the installation of solar panels in their homes or businesses. These resources can cover topics such as the importance of reducing energy consumption, practical tips for energy conservation, the environmental and financial benefits of solar energy, and the process of installing solar panels. Moreover, the dissemination of information through various channels such as community events, social media, and local newsletters ensures that the resources reach a wide audience and are accessible to all members of the community.

Implementation Steps:

1. **Compile informational resources for community members**
 - a. Collect resources, including guides, articles, videos, and FAQs, related to energy conservation and solar installation.
 - i. [EPA- What You Can Do About Climate Change- Energy^{xxiii}](#)
2. **Promote existing financing pathways** including Property Assessed Clean Energy (PACE), Solar and Energy Loan Fund (SELF), and Solar United Neighbors (SUN) Co-op.
 - a. [Solar United Neighbors \(SUN\)^{xxiv}](#)
 - b. [Broward County Solar Co-op Program^{xxv}](#)
 - c. FPL's Solar Programs: [SolarTogether^{xxvi}](#) and [SolarNow^{xxvii}](#)
 - d. [Property Assessed Clean Energy \(PACE\) Program^{xxviii}](#)
 - e. [FPL Ways to Save Energy Saving Programs^{xxix}](#)
 - f. [SolSmart^{xxx}](#)- points for community engagement
3. **Provide a “resource hub” or a dedicated webpage** on the city website for resident specific resources.
 - a. Structure the resource hub into easily navigable sections such as energy conservation tips, solar panel installation guides, case studies, and frequently asked questions.
 - b. Ensure the resource hub is accessible to all residents, including those with disabilities.



4. Implement energy efficiency and environmental programs in schools

- a. Partner with local schools to introduce energy efficiency and environmental programs into their curriculum:
 - i. Quiet Waters Elementary School
 - ii. Deerfield Park Elementary School
 - iii. Deerfield Beach Middle School
 - iv. Deerfield Beach Elementary School
 - v. Deerfield Beach High School
 - b. Organize educational materials and programs on energy conservation, renewable energy, and environmental sustainability, by leveraging federal and county resources:
 - i. [How low can you go challenge^{xxx}](#)
 - ii. [The Efficient and Healthy Schools Campaign^{xxxii}](#)
 - iii. [ENERGY STAR Energy Efficiency Student Toolkit^{xxxiii}](#)
 - iv. [Broward County Public Schools Applied Learning Environmental Stewardship Programs and Resources^{xxxiv}](#)
 - c. Organize workshops, presentations, and sessions in schools to educate students about the importance of energy conservation and the benefits of solar energy.
5. Implement Dark Skies outdoor lighting ordinance.



Metrics for Tracking Progress:

Feedback and engagement surveys.
 Number of residents who have installed solar panels following engagement.
 Reduction in energy consumption or increase in solar adoption rates.
 Number of schools participating in energy efficiency and environmental programs.
 Student enrollment and participation rates in workshops and presentations.
 Energy savings achieved through implementation of efficiency measures in schools.



Alignment with City Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 5

Comprehensive Plan: Climate Resiliency Element, Objective 1- Policies 1.6, Policy 1.8; Objective 3- Policy 3.1, Policy 3.2; Objective 4- Policies 4.3-4.5

Strategic Plan

- Modernization of City Processes and Infrastructure Strategic Objective: Establishment of City-wide Objectives, Measures and Strategic Plan.

Broward County Climate Change Action Plan (CCAP):

- Policy Element, Action 13
- Energy Resources Element, Actions 91 and 92
- Healthy Community Element, Action 22

Regional Climate Action Plan 3.0 (RCAP): Energy Goal, EN-2 and EN-4

	Involved Departments: Sustainable Management.
	Estimated Cost: Staff time for implementation.

C-2 Promote city-wide use of electric vehicles and sustainable transportation practices.

This strategy serves to advance residents' sustainable transportation practices including the adoption of electric vehicles (EVs) and to support city-wide innovative transit-oriented development (TOD) initiatives. As part of this strategy, the city can commit to providing comprehensive resources to support residents' transition to EVs, including information on expanding charging networks and facilitating access to incentives. Additionally, the promotion of TOD principles into urban planning ensures that transportation hubs are strategically located and connected, optimizing accessibility and reducing reliance on private vehicles.

Implementation Steps:

1. **Compile informative materials** on EV incentives, purchasing, EV chargers, and sustainable transportation practices. Leverage available resources:
 - a. [Plug In America^{xxxv}](#): The nation's largest nonprofit organization dedicated to educating the public, automakers and policymakers on the efficacy and benefits of driving electric. Explore [Why Go Plug-in?^{xxxvi}](#), [Federal EV Tax Credits^{xxxvii}](#), [EV Guide^{xxxviii}](#), [EV Charging 101^{xxxix}](#), [EV Safety^{xl}](#), [FAQs^{xli}](#), [Used EV Buyer's Guide^{xlii}](#), [Why I Drive Electric^{xliii}](#), and [Links and Resources^{xliv}](#).
 - b. [PlugStar^{xlv}](#): Residents can see which EV models and home chargers are the best matches for them, get equipped for charging at home, and find qualified electricians for home upgrades and charger installation.
 - c. [Alternative Fueling Station Locator^{xlvi}](#): Find alternative fueling stations in Florida.
 - d. [Federal Tax Credits for Plug-in Electric and Fuel Cell Electric Vehicles Purchased in 2023 or After^{xlvii}](#)
 - e. [EPA- What You Can Do About Climate Change- Transportation^{xlviii}](#)
2. **Distribute these materials through various channels**, including city websites, social media platforms, and community events.
 - a. Set up dedicated centers or online portals where residents can access detailed information, FAQs, and guidance on home solar installations and EV ownership. Provide contact details for expert assistance and support.



- b. Partner with local solar companies, EV dealerships, and industry experts to offer workshops, webinars, and training sessions on solar energy and EV technologies. Encourage participation from residents and businesses.
- 3. **Consider expanding existing or creating additional Transit-Oriented Development (TOD) Zones**
 - a. Evaluate the effectiveness of current TOD policies and regulations in achieving sustainability and mobility goals, such as reducing car dependency, promoting mixed-use development, and improving transit ridership.
 - b. Conduct an inventory of the existing TOD zones and activity centers (York Residential and Deerfield Beach Pioneer Grove Activity Center) within the city, including their location, size, land use mix, transit accessibility, and development density.
 - i. Analyze transportation infrastructure and transit connectivity in and around existing TOD zones, considering factors such as proximity to transit stations, frequency of service, and walkability.
 - c. Assess land use patterns and development trends in the vicinity of transit corridors to identify areas with potential for TOD designation based on criteria such as population density, employment centers, and transit demand.
 - i. Conduct feasibility studies and site assessments to evaluate the suitability of potential locations for new TOD zones based on factors such as transit accessibility, land availability, zoning regulations, and market demand.
- 4. **Track success of the Community Redevelopment Agency FreeBee Program** and explore future expansion of services
 - a. Actively collect and monitor the monthly reports provided by FreeBee showing data and analytics related to ridership in the FreeBee vehicles.
 - b. Create an annual report and identify strengths and weaknesses of program and suggest amendments to service times and processes, points of interest, or service area designation.
 - c. Consider expansion of the CRA service area or expanding FreeBee services to adjacent areas.



Metrics for Tracking Progress:

Frequency of engagement with online resources.

TOD effectiveness, such as transit ridership, land use mix, and pedestrian activity.

Total number of Freebee rides provided within the current service area.

Freebee usage patterns, including peak hours, popular destinations, and frequency of use per rider.



Alignment with City, County, and Regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 5

Comprehensive Plan

- Future Land Use Element, Objective FLU 1.5- Policy FLU 1.5.6, Objective FLU 8.1- Policy FLU 8.1.1
- Transportation Element, Objective TE 1.1- Policy TE 1.1.13
- Intergovernmental Coordination Element, Objective IC 1.6-Policy 1.6.1
- Climate Resiliency Element, Objective 1- Policies 1.1, 1.3, 1.6; Objective 3- Policy 3.1, Policy 3.2; Objective 4- Policies 4.3-4.5

Strategic Plan:

- Sustainability and Eco-Friendly Environment, Strategic Objective: Greening city operations and community waste reduction.
- Modernization of City Processes and Infrastructure, Strategic Objective: Establishment of City-wide Objectives, Measures and Strategic Plan.

Broward County Climate Change Action Plan (CCAP): Transportation Element, Action 48.

Regional Climate Action Plan 3.0 (RCAP):

- Sustainable Communities and Transportation Goal, ST-23.



Involved Departments:

Sustainable Management, Environmental Services, Planning and Development Services, City Commission, City Manager's Office, Community Services, Parks and Recreation (Transportation Services).



Estimated Cost: Varies*

*Cost of potential future expansion of TOD or FreeBee services depends on the size of the area and the scale of expansion efforts.

C-3 Increase awareness of waste reduction practices.

Strategy C-3 entails a strategic and coordinated approach to educate, engage, and empower residents across the city. Through targeted educational campaigns, community outreach, and collaborative partnerships, the intention is to furnish individuals and entities with knowledge, tools, and resources necessary to embrace sustainable waste management practices. Leveraging diverse communication channels and employing innovative engagement strategies, the goal is to heighten awareness regarding the significance of waste reduction, recycling, and proper disposal methods. Furthermore, by facilitating access to information and support services, the aspiration is to inspire behavior change and foster the adoption of sustainable habits conducive to fostering a cleaner, greener community.

Implementation Steps:

1. Offer educational resources about waste reduction practices and programs.

- a. Provide informative materials including brochures, fact sheets, and online resources, detailing waste reduction practices, and recycling and composting guidelines.
 - i. [EPA- What You Can Do About Climate Change-Waste^{xlix}](#)
- b. Utilize various communication channels, such as the city website, social media platforms, community newsletters, and local events, to disseminate educational content to residents, businesses, and organizations.
- c. Collaborate with local schools, community centers, and environmental organizations to host workshops, seminars, and informational sessions on waste reduction strategies and programs.

2. Spread awareness of the DFB Compost program.

- a. Launch targeted marketing campaigns to raise awareness of the city's composting program and its benefits for waste diversion and environmental sustainability.
- b. Provide incentives, such as discounted compost bins or free composting workshops, to encourage participation in the program.
- c. Implement outreach initiatives, including door-to-door canvassing, community presentations, and participation in local events, to engage residents and increase enrollment in the composting program.



i. Consider partnering with schools and summer camps.

3. Increase involvement in the DFB Compost program.

- a. Set a target of enrolling an additional 210 participants in the city composting program by 2029 with incremental milestones to track progress toward the goal (40 additional residents per year).
- b. Explore opportunities to expand the program's reach by collaborating with neighboring municipalities, homeowner associations, and multifamily housing complexes to offer composting services to a wider audience.
- c. Continuously assess and adapt outreach strategies based on community feedback, emerging trends, and best practices in waste management and education.
- d. Develop partnerships with local businesses and organizations to sponsor composting workshops, provide funding for program expansion, and support outreach efforts aimed at increasing participation in the program.



Metrics for Tracking Progress:

Participation rate.
Education and outreach engagement.
Cost effectiveness.



Alignment with City, County, and regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 5

Comprehensive Plan

- Utilities Element, Utilities Element, GOAL UT. 2.0

Strategic Plan

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations and community waste reduction.

Broward County Climate Change Action Plan (CCAP):

- Healthy Community Element, Action 35
- Energy Resources Element, Action 96
- Policy Element, Action 17



Staff or Public Priority Identified in Workshops: Public priority.



Involved Departments: Sustainable Management, Environmental Services, Community Services.



Estimated Cost: \$30,000



Potential Funding Sources:

- Thriving Communities Grantmaking Program (EJ TCGM) Program
- Solid Waste Infrastructure for Recycling Infrastructure Grants (Local)

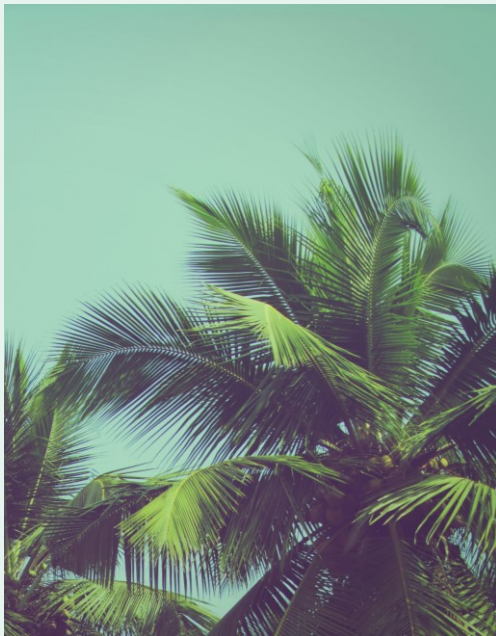
C-4 Promote native tree planting across the city.

The strategy to promote native tree planting across the city aims to enhance environmental sustainability, biodiversity, and ecosystem resilience by encouraging the widespread cultivation of indigenous tree species. Native trees are well-suited to the local climate, soil conditions, and ecosystem dynamics, making them more resilient to environmental stressors and better able to support native wildlife. Native trees offer a range of ecosystem services, such as air and water purification, soil stabilization, and carbon sequestration. Promoting native tree planting across the city serves to help mitigate the urban heat island effect, decrease energy needs, improve air quality, and reduce stormwater runoff, thereby enhancing the overall environmental quality of the city. Tree planting initiatives can also provide opportunities for community engagement and involvement in environmental stewardship efforts. Residents can participate in tree planting events, volunteer for tree maintenance activities, and take pride in greening their neighborhoods.

1. Prioritize native shade trees, shaded pedestrian facilities, and use of trees in stormwater maintenance.

- a. Identify suitable locations for planting native shade trees, prioritizing areas with high pedestrian traffic, such as sidewalks, parks, and recreational areas.
- b. Select native tree species that are well-adapted to local soil and climate conditions, ensuring they provide adequate shade and enhance the urban environment.
- c. Reference the following resources and guidance:
 - i. South Florida Water Management District: [SFWMD's Waterwise Plant Guide](#)ⁱ
 - ii. University of Florida Institute of Food and Agricultural Sciences (IFAS) Extension: [Florida-Friendly Landscaping™ Program](#)^{li}, [FLL Plant Guide](#)^{lii}
 - iii. Arbor Day Foundation: [The Right Tree in the Right Place](#)^{liii}, [The Tree Guide](#)^{liv}, [Best Tree Finder: Tree Wizard](#)^{lv}
- d. Integrate native trees into stormwater management strategies to help mitigate impacts of runoff and erosion.
- e. Plant trees along water bodies, swales, and retention ponds to stabilize soil, absorb excess moisture, and filter pollutants from stormwater runoff.

2. Create incentives for homeowners to plant trees, such as free tree giveaways at city events.



- a. Develop incentive programs to encourage homeowners to plant native trees on their properties.
 - b. Offer bi-annual free native tree giveaways of 100 trees at city events, workshops, or community gatherings to promote tree planting and increase public participation.
 - c. Provide educational materials to homeowners on the benefits of native trees and proper tree care practices.
 - d. Focus efforts in less resourced neighborhoods.
3. **Pursue certification as a Tree City USA^{lvi} through the Arbor Day Foundation.**
 - a. Demonstrate the city's commitment to urban forestry and community greening initiatives.
 - b. Meet the criteria for Tree City designation- Establishment of a tree board or department, a tree care ordinance, a community forestry program, and an Arbor Day observance.
 4. **Become an Energy- Saving Trees Partner and/ or Community Canopy Partner^{lvii}**
 5. **Pursue certification as a Certified National Wildlife Federation Community Wildlife Habitat^{lviii}**



Metrics for Tracking Progress:

Number of native trees planted.
Community participation.
Partnerships and certifications.



Alignment with City, County, and regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 5

Comprehensive Plan

- Future Land Use Element, Objective FLU 5.3- Policy FLU 5.3.9
- Transportation Element, Objective TE 1.1- Policies TE 1.1.16 and TE 1.1.18
- Conservation Element, Objective CON 1.6- Policy 1.7.7
- Climate Resilience Element, Objective 3- Policies 3.1-3.9

Strategic Plan

- Sustainability and Eco-Friendly Environment Strategic Objective: Greening city operations.

Broward County Climate Change Action Plan (CCAP):

Healthy Community Element, Actions 28 and 30

Regional Climate Action Plan 3.0 (RCAP): Natural Systems Goal, NS-15, Public Health, PH-3



Staff or Public Priority Identified in Workshops: Public priority.



Involved Departments: Community Services, Purchasing Department, Public Affairs and Marketing, Sustainable Management.



Estimated Cost: \$13,000 for tree giveaways*

*Additional costs dependent on program participation and partnership fees. Tree cost can be reduced based on partnership.



Potential Funding Sources:

- Environmental and Climate Justice Community Change Grants Program
- FEMA Hazard Mitigation Grants
- Clean Water State Revolving Fund (CWSRF)
- Green Infrastructure Funding
- Arbor Day Foundation

C-5 Promote sustainability initiatives at events and collect data on public interests for sustainability initiatives.

Leveraging public events to promote city sustainability initiatives and to gather valuable feedback from residents helps to generate buy in and provide information of city efforts. By engaging with the community in a dynamic and interactive manner, the city can raise awareness about ongoing and planned sustainability projects, encourage environmentally responsible behaviors, and gather insights into public interests and priorities. This approach will help the city tailor its sustainability programs to better meet the needs and expectations of its residents.

1. **Identify key events for promotion**, including annual festivals and events such as Earth Day.
 - a. Identify events at the beginning of each fiscal year.
 - b. Create a calendar listing all identified events and assign Sustainable Management team members to each event to ensure consistent presence.
2. **Develop promotional materials**, such as brochures, posters, digital content, and interactive displays, that highlight the city's sustainability efforts and future plans.
 - a. Ensure materials are visually appealing and easy to understand.
3. **Train volunteers and staff** to effectively communicate sustainability initiatives and interact with the public during events.
 - a. Training should cover key talking points, FAQs, and engagement strategies.
4. **Set up interactive booths** at events where residents can learn about sustainability initiatives, participate in interactive activities, and provide feedback.
5. **Conduct surveys and collect feedback** on public interests, concerns, and suggestions related to sustainability.
 - a. Surveys can be paper-based, digital, or both, and should include open-ended questions to gather detailed feedback.
6. **Analyze feedback and report findings.**
 - a. Analyze the collected data to identify trends, preferences, and areas for improvement in the city's sustainability initiatives.
 - b. Use data visualization tools to create clear and informative reports.
7. **Integrate feedback into sustainability planning.**
 - a. Use the collected data and insights to inform and adjust the city's sustainability plans and initiatives.



- b. Prioritize projects that align with public interests and address identified concerns.
- c. Regularly update residents on how their feedback is being used and the progress of sustainability initiatives through newsletters, social media, and the city’s website.



Metrics for Tracking Progress:

Number of events where initiatives were actively promoted.
 Number of surveys collected.
 Community participation.



Alignment with City, County, and regional Policies and Goals:

Sustainability Roadmap Emission Reduction Targets: Target 5

Comprehensive Plan: Climate Resiliency Element, Objective 4- Policies 4.3-4.5

Strategic Plan

- Modernization of City Processes and Infrastructure Strategic Objective: Establishment of City-wide Objectives, Measures and Strategic Plan.



Involved Departments: Community Services, Public Affairs and Marketing, Sustainable Management.



Estimated Cost: Staff time to implement.



Conclusions and Next Steps

Key Takeaways and Next Steps

The Deerfield Beach 2024 Sustainability Roadmap and Workplan charts a strategic pathway toward a sustainable future, emphasizing the city's commitment to reducing its carbon footprint associated with municipal operations. This initiative builds on detailed insights from the Municipal Operations Greenhouse Gas (GHG) Inventory and aligns with over 30 existing city policies and regional climate action plans. The roadmap prioritizes sustainability within municipal operations, leveraging existing staff and resources to ensure focused and manageable efforts to achieve set strategies. Aligned with the City's 2022 Comprehensive Plan, 2023 Strategic Plan, and regional climate initiatives such as the Broward County Climate Action Plan (CCAP) and the Southeast Florida Regional Climate Change Compact Regional Climate Action Plan 3.0 (RCAP), the roadmap enhances coherence and synergy in sustainability efforts across various governance levels. Key areas of focus include building and power supply sources, transportation, waste management, and community engagement. These sectors are crucial for reducing GHG emissions and improving efficiency in city operations.

Central to the roadmap are clear, measurable targets for emission reductions, providing a concrete framework to track progress. The plan includes thirteen strategies for municipal operations and five strategies for broader community engagement, ensuring comprehensive coverage of the city's sustainability goals. Immediate actions are designed to deliver rapid results, while long-term goals ensure sustained commitment to environmental responsibility through 2029 and beyond.

The success of the roadmap relies heavily on active collaboration with city officials, community stakeholders, and residents. Engaging these groups is crucial for the effective implementation of the sustainability strategies. Principles of transparency, accountability, and adaptability are embedded in the roadmap, ensuring ongoing assessment and adjustment of strategies as the sustainability landscape evolves. Looking forward, the next steps involve initiating the implementation of identified strategies within municipal operations, prioritizing those with the highest return on investment and immediate impact on GHG reductions. It is essential to enhance training and provide resources to city staff to ensure they are equipped to carry out the sustainability strategies effectively. Strengthening partnerships with regional and state agencies, local businesses, and community groups will support collaborative efforts and facilitate the sharing of best practices.

A robust monitoring and reporting system will need to be established to track the progress of each strategy, ensuring transparency and accountability. Regular updates will help keep the community informed and engaged. The city should remain adaptable to emerging technologies, policy changes, and evolving best practices in sustainability by periodically reviewing and updating the roadmap. Community engagement initiatives will be launched to raise awareness and encourage participation in sustainability efforts, including educational programs, public forums, and collaborative projects involving residents and businesses.

Regular evaluations will assess the effectiveness of implemented strategies, making necessary adjustments to optimize outcomes and ensure the roadmap remains aligned with the city's sustainability goals. By following these steps, the City of Deerfield Beach can effectively navigate towards its vision of a sustainable, low-carbon future, demonstrating leadership in environmental stewardship.

Personal Employee Actions

In the pursuit of fostering a sustainable and environmentally conscious community, sustainable practices start from within the municipality's operations. As such, active engagement and commitment from every employee are fundamental in driving meaningful change and achieving sustainability goals. This section delineates a comprehensive guide detailing personal actions that employees can undertake to contribute to the city's sustainability agenda on an individual level.

Energy Conservation:

Employees can play an active role in reducing energy consumption within their sphere of influence. This entails conscientiously switching off lights, computers, and other electronic devices when not in use, adjusting thermostats to energy-efficient settings, and advocating for the adoption of energy-saving measures within the workplace. Individuals can also install a solar thermal water heater or photovoltaic (PV) panels, purchase high-efficiency appliances, such as ENERGY STAR-rated washers or dishwashers, and switch to LEDs (Light Emitting Diodes) light bulbs.

Water Conservation:

Employees are urged to report and address water leaks promptly, adopt water-saving practices in their daily routines, and actively participate in water conservation awareness programs. Other sustainable practices include turning off the tap while brushing teeth, washing dishes, or shaving and installing water-saving devices like low-flow showerheads and faucet aerators. Employees can also collect and save rainwater from gutters to use to water plants.

Transportation and Commuting:

To mitigate greenhouse gas emissions and impacts, employees are encouraged to embrace sustainable transportation options such as purchasing an electric vehicle (EV), carpooling, biking, walking, or utilizing public transit whenever feasible. Additionally, exploring telecommuting or flexible work arrangements can help minimize the need for daily commuting, thereby reducing traffic congestion and emissions.

Waste Reduction and Recycling:

Employees are encouraged to minimize waste by choosing reusable products, recycling materials like paper, plastic, and glass, and composting organic waste. By segregating waste effectively and diverting recyclable and compostable materials from landfills, employees can significantly reduce the city's environmental footprint and promote a circular economy ethos. Additional sustainable practices that employees can embrace to reduce waste include opting for electronic billing and communication, using both sides of paper when printing, and avoiding single-use plastics.

Through the collective efforts of every employee, the City of Deerfield Beach can cultivate a culture of sustainability that transcends organizational boundaries and permeates every aspect of community life. By embracing these personal actions for sustainability, employees not only contribute to the realization of the City of Deerfield Beach's sustainability vision but also serve as catalysts for positive change within the city and beyond.

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APPENDIX A: Potential Funding Sources

The funding sources presented serve as potential matches for each strategy and offers a snapshot of programs captured in April 2024 using the Department of Housing and Urban Development's (HUD) aggregated database of federal funding programs. This serves as an initial list of grants organized by focus area; additional federal funding streams may be identified throughout the implementation process of the roadmap, or there could be changes to current funding streams. The lists of grants and programs are intended to be an initial overview of programs of potential interest to the City of Deerfield Beach, FL. After initial review, it is recommended that programs that may be of interest should be evaluated further in order to make final determinations of eligibility. All grant programs are linked to relevant pages to show program information which will guide the decision-making process.

Building and Power Supply Sources

Grant Program	Agency/ Office	Funding Stage	Eligible Uses	Where to Apply	Next Award Period
<u>Environmental and Climate Justice Community Change Grants Program</u>	US EPA, Office of Environmental Justice and External Civil Rights	NOFO or Application Open: rolling application until November 21, 2024	The project categories are those that result in reduced pollution, increased climate resiliency and lower carbon emissions. Workforce development is eligible.	See Environmental & Climate Justice Community Change Grants Program NOFO: https://www.epa.gov/system/files/documents/2024-02/community-change-grants-modified-nofo-2.12.24.pdf	2024
<u>National Clean Investment Fund US EPA</u>	US EPA	Subaward funding will likely open during Summer 2024	Eligible use is to fund qualified project, activity or technology that either reduces or avoids greenhouse gas emissions or other forms of air pollution or assists communities to execute such project types.	3 selected organizations will release subaward information in the future. https://www.epa.gov/greenhouse-gas-reduction-fund/national-clean-investment-fund https://www.epa.gov/greenhouse-gas-reduction-fund/ncif-selected-applicant-details	2024
<u>Community Development Block Grant</u>	US Department of Housing and Urban Development (HUD)	NOFO or application open on ongoing basis	Eligible projects are housing, removal of blight, resiliency, infrastructure, economic development, workforce development and social services.	https://www.hudexchange.info/programs/cdbg/ list of CDBG formula level 1 grantees	Ongoing
<u>Investment Tax Credit (ITC) for Renewables - Tax-exempt entities are eligible</u>	EPA	Guidance Published: Accepted annually to 2034	Eligible uses are solar and wind technologies, municipal solid waste, geothermal, tidal, energy storage, microgrid, fuel cells, combined heat & power, microturbines and interconnection.	https://www.law.cornell.edu/uscode/text/26/48E File with IRS: agency guidance: https://www.epa.gov/green-power-markets/summary-inflation-reduction-act-provisions-related-renewable-energy	Ongoing

<u>Production Tax Credit (PTC) for Electricity from Renewables - Tax-exempt entities are eligible</u>	IRS	Guidance Published: Accepted annually to 2034	Eligible uses are solar and wind technologies, municipal solid waste, geothermal, tidal, energy storage, microgrid, fuel cells, combined heat & power, microturbines and interconnection.	https://www.law.cornell.edu/uscode/text/26/45W File with IRS: agency guidance: https://www.epa.gov/green-power-markets/summary-inflation-reduction-act-provisions-related-renewable-energy	Ongoing
<u>Thriving Communities Grantmaking Program (EJ TCGM) Program</u>	EPA	Funding Forecast for Summer 2024	Grantees will design and implement environmental justice programs in energy efficiency, resiliency, healthy housing, waste management, transport, workforce development and broadband access.	https://www.epa.gov/environmentaljustice/environmental-justice-thriving-communities-grantmaking-program Grantees to be awarded by the EPA	TBD
<u>Communities Sparking Investment in Transformative Energy (C-SITE) -- grant within Local Government Energy Grant Program (LGEP)</u>	US DOE, State and Community Energy Programs	NOFO Open until May 31, 2024 (2024 cycle)	Eligible uses include building efficiency and/or electrification, electric transportation, energy infrastructure upgrades, microgrid development and deployment, renewable energy, resilience hubs, and workforce development.	https://www.energy.gov/scep/local-government-energy-program LGEP NOFO: https://infrastructure-exchange.energy.gov/Default.aspx	2024
<u>GRIP: Grid Innovation Program</u>	DOE, Grid Deployment Office	NOFO Open - Applications due May 22, 2024	Eligible uses include broad projects that provide innovation to the electrical grid, such as improvement to transmission, distribution, and/or storage systems; responses to grid stressors such as increased demand, infrastructure needs, and weather events; and advances in project planning methodologies and organizational best practices.	https://www.energy.gov/gdo/grid-innovation-program See GRID Resilience & Innovative Partnerships (GRIP) NOFO: https://www.grants.gov/search-results-detail/350971?utm_source=stack&utm_medium=email	TBD
<u>GRIP: Smart Grid Grants</u>	DOE, Grid Deployment Office	NOFO Closed - Applications Due April 17, 2024	Eligible activities include using new devices, materials, engineering designs, or software tools to improve the electrical grid. There is specific interest in improving system capacity and flexibility, improving grid operators' ability to use data to effectively manage the grid, and removing	https://www.energy.gov/gdo/smart-grid-grants See GRID Resilience & Innovative Partnerships (GRIP) NOFO: https://www.grants.gov/search-results-detail/350971?utm_source=stack&utm_medium=email	TBD

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barriers to adopt innovative technology.

<u>Energy Efficiency Revolving Loan Fund</u>	DOE, State and Community Energy Programs	NOFO or Application Open on ongoing basis	Eligible activities are residential and commercial energy audit, upgrades and retrofits.	https://www.energy.gov/scep/energy-efficiency-revolving-loan-fund-capitalization-grant-program	TBD
				See State energy office: https://www.naseo.org/members-states	
<u>FEMA Hazard Mitigation Grants</u>	FEMA	TBD based on grant	Hazard mitigation includes long-term efforts to reduce risk and the potential impact of future disasters. HMGP assists communities in rebuilding in a better, stronger, and safer way in order to become more resilient overall.	https://www.fema.gov/grants/mitigation Resources for Applying to Hazard Mitigation Assistance Grants: https://www.fema.gov/grants/mitigation/applying	TBD

Transportation

Grant Program	Agency/ Office	Funding Stage	Eligible Uses	Where to Apply	Next Award Period
<u>Environmental and Climate Justice Community Change Grants Program</u>	US EPA, Office of Environmental Justice and External Civil Rights	NOFO or Application Open: rolling application until November 21, 2024	The project categories are those that result in reduced pollution, increased climate resiliency and lower carbon emissions. Workforce development is eligible.	https://www.epa.gov/system/files/documents/2024-02/community-change-grants-modified-nofo-2.12.24.pdf	TBD
<u>Charging and Fueling Infrastructure Discretionary Grant Program</u>	US DoT, Federal Highway Administration	Funding forecast in 2024	Acquisition and installation of publicly accessible electric vehicle charging or alternative fueling infrastructure, operating assistance for the first 5 years after installation, installation of traffic control devices.	https://www.fhwa.dot.gov/environment/cfi/ <u>Agency will announce next funding round.</u>	TBD
<u>Alternative Fuel Vehicle Refueling Property Tax Credit</u>	IRS	Guidance published; accepted annually until 2032	Eligible use is infrastructure for refueling property for clean burning fuels, as defined in the statute, located in low-income or rural areas.	https://www.irs.gov/credits-deductions/alternative-fuel-vehicle-refueling-property-credit <u>File w IRS</u>	Ongoing
<u>Charging & Fueling Infrastructure Grants (through FDOT)</u>	Florida Department of Transportation	Funding forecast in 2024	Acquisition and installation of publicly accessible electric vehicle charging or alternative fueling infrastructure, operating assistance for the first 5 years after installation,	https://www.fdot.gov/emergingtechnologies/home/evprogram/funding <u>Agency will announce next funding round.</u>	TBD

installation of traffic control devices.

<u>Community Development Block Grant</u>	US Department of Housing and Urban Development (HUD)	NOFO or application open on ongoing basis	Eligible projects are housing, removal of blight, resiliency, infrastructure, economic development, workforce development and social services.	https://www.hudexchange.info/programs/cdbg/ <u>list of CDBG formula level 1 grantees</u>	Ongoing
<u>Credit for Qualified Commercial Clean Vehicles Tax Credit</u>	IRS	Guidance published: pre-filing due 120 days before full tax return	Eligible expense is the purchase of qualified commercial vehicle(s). The credit is capped at \$7,500 for vehicles < 14,000 lbs. and \$40,000 for all other clean vehicles.	https://www.law.cornell.edu/uscode/text/26/45W File with IRS: https://www.irs.gov/newsroom/frequently-asked-questions-about-the-new-previously-owned-and-qualified-commercial-clean-vehicles-credit	Ongoing
<u>Diesel Emissions Reduction Act Program (DERA)</u>	EPA	2022-2023 NOFO Closed	Eligible activities include the retrofit or replacement of existing diesel engines, vehicles and equipment with EPA and California Air Resources Board (CARB) certified engine configurations and verified retrofit and idle reduction technologies.	https://www.epa.gov/dera Application Info: https://www.epa.gov/dera/national#Application-Docs	TBD
<u>National Electric Vehicle Infrastructure (NEVI)</u>	US DoT, Federal Highway Administration	Agency allocates by formula to state.	The acquisition and installation of electric vehicle charging infrastructure that is open to the public or to authorized commercial motor vehicle operators from more than one company.	https://www.fhwa.dot.gov/bipartisan-infrastructure-law/nevi_formula_program.cfm See state transportation office: https://www.fhwa.dot.gov/about/webstate.cfm	TBD

Waste

Grant Program	Agency/ Office	Funding Stage	Eligible Uses	Where to Apply	Next Award Period
<u>Thriving Communities Grantmaking Program (EJ TCGM) Program</u>	EPA	Funding Forecast for Summer 2024	Grantees will design and implement environmental justice programs in energy efficiency, resiliency, healthy housing, waste management, transport, workforce development and broadband access.	https://www.epa.gov/environmentaljustice/environmental-justice-thriving-communities-grantmaking-program Grantees to be awarded by the EPA	TBD

<u>Solid Waste Infrastructure for Recycling Infrastructure Grants (Local)</u>	EPA	NOFO or Application Not Open, closed Feb 15, 2023	Eligible activities implement environmentally sound post-consumer material management, management infrastructure, diversion or data collection and planning.	https://www.epa.gov/infrastructure/solid-waste-infrastructure-recycling-grants-political-subdivisions https://www.epa.gov/infrastructure/solid-waste-infrastructure-recycling-grant-program#selectees	TBD
<u>Consumer Recycling Education and Outreach Grant Program</u>	US EPA	Funding Forecasted in November 2023	Eligible activities include community outreach and activities that lead to increased collection rates and decreased contamination rates of recyclables.	https://www.epa.gov/infrastructure/consumer-recycling-education-and-outreach-grant-program#overview Agency will announce next funding round.	TBD
<u>Community Development Block Grant</u>	US Department of Housing and Urban Development (HUD)	NOFO or application open on ongoing basis	Eligible projects are housing, removal of blight, resiliency, infrastructure, economic development, workforce development and social services.	https://www.hudexchange.info/programs/cdbg/ list of CDBG formula level 1 grantees	TBD
<u>Consumer Battery Recycling Program</u>	US DOE Office of Manufacturing and Energy Supply Chains	NOFO not open; closed November 29, 2023	The eligible programs are those that increase consumer participation rates in recycling consumer electronic batteries, improve the economics of battery recycling, or are state, local and retail battery recycling programs.	https://www.energy.gov/mesc/battery-and-critical-mineral-recycling See agency: https://eere-exchange.energy.gov/Default.aspx?utm_medium=email&utm_source=govdelivery	Ongoing
<u>ITC and PTC Tax Credits</u>	DOE	Ongoing	Clean/no-emissions waste to energy projects	https://www.energy.gov/eere/solar/federal-solar-tax-credits-businesses https://home.treasury.gov/news/press-releases/jy1477	TBD
<u>Emerging Contaminants in Small or Disadvantaged Communities</u>	EPA	Agency allocates to projects	Eligible activities are technical assistance to evaluate emerging contaminants, water-quality testing, including testing for unregulated contaminants, local contractor training, activities necessary for a state to respond to an emerging contaminant.	https://www.epa.gov/dwcapacity/emerging-contaminants-ec-small-or-disadvantaged-communities-grant-sdc	Ongoing
<u>Energy Efficiency & Conservation Block Grant Program</u>	DOE	NOFO or application not open, closed August 21, 2023	Eligible uses include clean energy, energy audits, building retrofits, conservation programs and EV infrastructure. See: https://www.energy.gov/sc/ep/articles/energy-efficiency-and-	https://www.energy.gov/scep/energy-efficiency-and-conservation-block-grant-program-competitive-funding-announcement	TBD

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conservation-block-grant-eligible-activities-and-program

<u>Environmental and Climate Justice Community Change Grants Program</u>	US EPA, Office of Environmental Justice and External Civil Rights	NOFO or Application Open: rolling application until November 21, 2024	The project categories are those that result in reduced pollution, increased climate resiliency and lower carbon emissions. Workforce development is eligible.	https://www.epa.gov/system/files/documents/2024-02/community-change-grants-modified-nofo-2.12.24.pdf See Environmental & Climate Justice Community Change Grants Program NOFO: grants.gov	TBD
<u>Government-to-Government (EJG2G) Program</u>	EPA	NOFO or application not open, closed April 14, 2023	Eligible activities support a wide range of energy, resiliency, workforce development and environmental justice projects.	https://www.epa.gov/environmentaljustice/environmental-justice-government-government-program See environmental justice gov-to-gov program NOFO: https://www.grants.gov/search-results-detail/345311	TBD
<u>Greenhouse Gas Reduction Fund</u>	EPA	Depends on the grant within the GHG Reduction Fund	Eligible uses are community financing programs for emissions reduction projects in low-income communities. Categories can be clean energy, energy efficiency, clean transport, energy efficient affordable housing and green workforce development.	https://www.epa.gov/greenhouse-gas-reduction-fund	TBD

Community

Grant Program	Agency/Office	Funding Stage	Eligible Uses	Where to Apply	Next Award Period
<u>Environmental and Climate Justice Community Change Grants Program</u>	US EPA, Office of Environmental Justice and External Civil Rights		A partnership between a community-based nonprofit organization (CBO) and local gov't	https://www.epa.gov/system/files/documents/2024-02/community-change-grants-modified-nofo-2.12.24.pdf	TBD
<u>FEMA Hazard Mitigation Grants</u>	FEMA	TBD based on grant	Hazard mitigation includes long-term efforts to reduce risk and the potential impact of future disasters. HMGP assists communities in rebuilding in a better, stronger, and safer way in order to become more resilient overall. The grant program can fund a wide variety of mitigation projects.	https://www.fema.gov/grants/mitigation https://www.fema.gov/grants/mitigation/applying	TBD

<u>Clean Water State Revolving Fund (CWSRF)</u>	Florida DEP	Ongoing	Planning loans, design loans, and construction loans	https://floridadep.gov/wra/srf/content/cwsrf-program	TBD
<u>Green Infrastructure Funding</u>	EPA	TBD based on grant	Many uses; depends on grant	https://www.epa.gov/green-infrastructure/green-infrastructure-funding-opportunities	TBD
<u>Climate Pollution Reduction Grants (CPRG)</u>	EPA	TBD	Planning grant recipients are using the funding to design climate action plans that incorporate a variety of measures to reduce GHG emissions from across their economies in six key sectors (electricity generation, industry, transportation, buildings, agriculture/natural and working lands, and waste management).	https://www.epa.gov/news-releases/biden-harris-administration-announces-availability-46-billion-competitive-grants-cut https://www.usdn.org/projects/cprg-tool-and-resource-library.html	TBD
<u>Arbor Day Foundation</u>	N/A	Recommended that Deerfield Beach partners with the Arbor Day Foundation for funding as it pursues its C-4 plans.			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-490

Agenda Date: 10/15/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with BCI Construction, Inc. in the amount of \$892,600.80 due to unforeseen conditions requiring changes to the design, and compliance with code and jurisdictional agency requirements related to the International Fishing Pier Renovation Project; providing for execution, implementation, and an effective date. (Funds from Account #399-100-360-1901-000-51900-506530 - General 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: \$892,600.80

Account Name: General Capital/CIP Infrastructure

Account Number: 399-100-360-1901-000-51900-506530

Background/History

On December 12, 2023, the City Commission passed and adopted Resolution No. 2023/215 awarding RFP #24-03-BA for the Deerfield Beach International Fishing Pier Repairs and Renovations to Brothers' Construction, Inc. Notice to Proceed was given on June 3, 2024, pursuant to receipt of a Letter of Exemption by the Army Corps of Engineers, which permitted framing and re-decking of the original pier at that time, only. All references to in-water work were removed and such work will be permitted separately for full review by the federal commenting agencies National Marine Fisheries Service and US Fish and Wildlife Service, which would take several months to a year. This work could be completed at a later time, after permits are received, and not impact opening the pier for public use. The pier renovation and repair contract will be revised to show the additional days added to the contract to account for the duration of the underwater activities once the underwater activity is permitted through the Army Corps of Engineers.

On March 5, 2024, the City Commission passed and adopted Resolution No. 2024/039, for additional enhancements to the pier to consist of: (1) demolition of the existing pavilion structure; (2) construction of two new 20ft by 20ft ipe hardwood pavilion structures; (3) all electrical and lighting associated with the new structures; (4) six new custom fish cleaning stations and water infrastructure; (5) 15 new benches and furnishings; (6) replacement of existing fences and gates; and (7) a new place making welcome sign at the pier. These enhancements would also require a separate permit through the Army Corps of Engineers.

During the course of design for these enhancements, a number of unforeseen conditions arose. Due

to changes in design, the camera and PA systems would require a new cable length. The original in-water-work proposal accounted for repair of two concrete piles at Bent 21 via 24" stay-in-place jackets. The contractor's investigation of existing conditions identified additional repairs with updated pricing reflecting repair to three concrete piles at Bent 21 via 42" diameter stay-in-place jackets made necessary by an existing 30" concrete repair discovered through an underwater inspection. As the permit process is lengthy for this underwater work, it is recommended all deficiencies be addressed at this time. Additionally, due to the additional structure being added to the pier, this has triggered a code requirement to incorporate a fire standpipe system into the pier renovation. Finally, the City's consultant is anticipating the Army Corps of engineers will require a fish grinding and disposal system. We are currently including this in our design and would only construct it if it becomes a requirement of the Army Corps of Engineer's permit.

Current Activity

Work on the framing and re-decking is currently ongoing. It is anticipated the pending Army Corps of Engineers permits for enhancements will be received in January 2025. Pavilion construction will be permitted to begin after this date and all work is anticipated to be complete by August 2025. Should permits go beyond January, there will likely be a change to schedule.

Because of the location of the pier, repairs and/or construction involve oversight, permitting and authorization from multiple agencies. In some cases, this is a lengthy process in which the City has very little influence. In addition, the harsh conditions create an environment where there may be damage to pillars and underground structures that are not readily visible and require attention once they are observed as part of the renovation process. The proposed change order addresses the regulatory and structural changes that are currently anticipated.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a change order in the amount of \$892,600.80, to account for the unforeseen conditions related to Code and Jurisdictional Agency requirements to complete the Pier Repairs and Renovations.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER WITH BCI CONSTRUCTION, INC. IN THE AMOUNT OF \$892,600.80 DUE TO UNFORESEEN CONDITIONS REQUIRING CHANGES TO THE DESIGN, AND COMPLIANCE WITH CODE AND JURISDICTIONAL AGENCY REQUIREMENTS RELATED TO THE INTERNATIONAL FISHING PIER RENOVATION PROJECT; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 24-03-BA (the “RFP”) for the Deerfield Beach International Pier repairs and renovations (the “Project”); and

WHEREAS, on December 12, 2023, the City Commission approved the Evaluation Committee ranking with BCI Construction, Inc. (“BCI”) as the top ranked firm, and authorized execution of an agreement with BCI for the Project; and

WHEREAS, on January 8, 2024, the City entered into an agreement with BCI for the Project (the “Agreement”); and

WHEREAS, subsequent to the December 12, 2023 City Commission, City staff met with BCI to discuss a change order to the base bid of the Agreement to include further enhancements to the Project, consistent with the presentation provided to the City Commission on December 12, 2023; and

WHEREAS, the additional enhancements and improvements consist of: (1) demolition of the existing pavilion structure; (2) construction of two new 20ft by 20ft lpe hardwood pavilion structures; (3) all electrical and lighting associated with the new structures; (4) six new custom fish cleaning stations and water infrastructure; (5) 15 new benches and furnishings; (6) replacement of existing fences and gates; and (7) a new place making welcome sign at the pier (collectively the “Enhancements”); and

WHEREAS, on March 5, 2024, pursuant to Resolution No. 2024/039, the City Commission approved a Change Order with BCI for design-build modifications for the Enhancements in the amount of \$1,517,500.00, for a total Project cost at that time of \$4,577,875.00; and

WHEREAS, during the design phase for the Enhancements, unforeseen conditions arose, which resulted in design changes involving the camera and PA system, along with additional repair work to three concrete piles; and

WHEREAS, due to the additional structure being added to the pier, a code requirement to incorporate a fire standpipe system into the pier renovation has been triggered; and

WHEREAS, the City’s Consultant has advised that it is anticipated that the Army Corps of Engineer will require a fish grinding and disposal system, which staff is including in the updated design in the event the Army Corps of Engineer includes this requirement in the City’s permit, and only if such requirement is applied would the City construct such system; and

WHEREAS, BCI provided City staff with an updated proposal related to the unforeseen conditions and necessary additional work, which would increase the Project cost by \$892,600.80; 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, whichever is greater; and

WHEREAS, City staff recommends that the City Commission approve a change order to the Agreement in the amount of \$892,600.00, to provide for the additional changes due to the unforeseen conditions, code and jurisdictional agency requirements (the “Change Order”), which will result in an updated Project Cost of \$5,570,475.80.

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 BCI in the amount of \$892,600.80 pursuant to the terms of the Agreement, to provide for the required changes due to the unforeseen conditions and jurisdictional agency requirements, resulting in a total Project cost of \$5,570,475.80.

Section 3. The appropriate City officials are authorized to execute the Change Order with BCI in the amount not to exceed \$892,600.80.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

International Fishing Pier Changes					
CO #	Contractor PCO#	DETAIL	AMOUNT	Status	NOTES
Original Contract					
NA		Original Contract	\$ 3,234,075.00	Resolution 2023/015	
Change Orders Through Last Resolution					
1		Design-Build Modifications to Include Additional Enhancements and Improvements for the International Fishing Pier	\$ 1,517,500.00	Resolution 2024/039	
1		Additional 120lf of New Handrail Missing from Base Works Design and Bid Form.	\$ 52,800.00	Approved	
1		Correction of Base Works (LYE) Structural Design, Plumbing Design Drawings and Environmental Permitting.	\$ 13,540.00	Approved	
1		Reduction in Cost due to - Perform Project in 1 phase vs 3 phases (Base Works), Staging area change	\$ (140,040.00)	Approved	
		Contract Total Through Resolutions	\$ 4,677,875.00		
APPROVED - Change Orders Since Last Resolution					
2		Custom Fence Wrap	\$ 13,720.68	Approved	
		Subtotal	\$ 13,720.68	Approved	
		Contract Value Through Approved Change Orders	\$ 4,691,595.68		
PENDING - Change Order Requests Since Last Resolution					
NA	RCO #1	New Cabline for Cameras and PA System.	\$ 8,842.45		Proposal for new cabling for cameras and PA System. Proposal initially rejected and DFB requested to maintain existing. Brothers' subcontractor mentioned the existing conduit will not accommodate the new cable length. The cable is routed differently in new design.

CO #	Contractor PCO#	DETAIL	AMOUNT	Status	NOTES
NA	RCO #3	Concrete Pile Repairs	\$ 211,348.00		Contract included repair of two concrete piles with 24" diameter. Brothers performed verification of existing conditions and there were additional repairs needed on the existing structure. Including (3) Concrete piles at 42" diameter and 5 additional piles with exposed H-Beams. Repairs methods are under investigations. Therefore, this is a budget item.
NA	RCO #4	Fire Line Code Upgrades			DFB Fire Department requested the incorporation of a fire standpipe system to be incorporated into the pier renovation.
NA	#4A	Design Only	\$ 10,341.87	Proposal submitted to DFB - ES	RCO #4 split into two phases. To minimize scheduling impacts, Brothers is requesting to proceed with design while DFB ascertains the funding for construction (possibly FY 24-25)
NA	#4B	Installation	\$ 234,729.89	Proposal submitted to DFB - ES	Construction of Fire Line Code Upgrades
NA	RCO #5	Fish Grinding/ Disposal System	\$ 316,377.00	Proposal submitted to DFB - ES	The ACOE may require a Fish Grinding/ Disposal System. This will be an allowance and these funds will only be used if the ACOE or another environmental agency requires this scope of work.
NA	RCO #6	Replacement of Additional Deck Boards	\$ 10,961.59	Proposal submitted to DFB - ES	DFB staff members surveyed the boards and noticed deck boards above and beyond the ones in the contract allowance needed replacement. This shall cover the additional deck boards.
		Contingency	\$ 100,000.00	Proposal submitted to DFB - ES	Allowance for unforeseen circumstances such as additional concrete repairs.
		Subtotal	\$ 892,600.80		
		Contract Total if pending changes are approved	\$ 5,584,196.48		

THRESHOLD SUMMARY

Contract/ Change Order At Last Resolution	\$	4,677,875.00
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10% of Contract Value at Last Resolution	\$	467,787.50
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Change Orders Since Last Resolution

Change Orders Approved Since Last Resolution	13,720.68
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<i>Pending Change Order(s)</i>	<i>892,600.80</i>
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Subtotal	\$	906,321.48
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Over /Under 10% Threshold

\$	438,533.98
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OVER

REQUEST FOR CHANGE ORDER (RCO)

23028-BCI-RCO-001_R0	Issue Date: May 17, 2024	Revision: 0
Project Name: Deerfield Beach International Fishing Pier Repairs and Renovations		Project Number: 23028
Project Location: 200 NE 21st Ave, Deerfield Beach, FL 33441		BCI Cost Code: TBD
Request Title: New Cabling for Cameras and PA System		Client ID: 23-028-FL

To: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33441	From: Brothers' Construction Inc. 6526 S. Kanner Hwy., #345 Stuart, FL, 34997
Attn: Zannetha Newell, Project Manager	Prepared by: Vojislav Malesevic Title: Project Manager

Description of Requested Change to the Work:	• Install new Cat 5 direct burial type cable to existing Pier and CCTV Cameras • Install new Cat 5 direct burial type cable to existing Underwater camera ◦ Note: Submerged cabling to underwater camera will be reused and connected to new cabling • Install new outdoor rated 2 conductor speaker wire to existing speakers • Excludes: ◦ Provision or installation of any new equipment. All components of the systems mentioned above are existing.
Basis of Change:	Pursuant to Article 7 of <u>Construction Contract Between City of Deerfield Beach and Brothers' Construction, Inc. for Deerfield Beach International Fishing Pier Repairs</u> , this request for change order is submitted on the basis of an alteration to the principal scope of work considered under the base bid.
Impact to Schedule:	N/A

Item No.	Description	Quantity	Unit	Quantity	Total Cost
1	Subcontractor Subtotal	1	LS	\$ 7,580.00	\$7,580.00
2	General Contractor Overhead @ 10%	1	LS	\$ 758.00	\$758.00
3	General Contractor Profit @ 5%	1	LS	\$ 416.90	\$416.90
4	General Contractor Bond Allowance @ 1%	1	LS	\$ 87.55	\$87.55
*Total Cost of Requested Change					\$8,842.45

The above price is only for the direct cost of the requested change. Client hereby acknowledges and agrees that BCI reserves the right to claim for: (a) cost or schedule impacts not known or calculable at the time this RCO was submitted, including additional costs resulting from unanticipated work, unforeseen impacts, or unforeseeable project delays; and (b) cumulative effects.

Authorized by – BCI's authorized representative	Approved by – Client's authorized representative
Name: Vojislav Malesevic	Name:
Title: Project Manager	Title:
Date: May 17, 2024	Date:
Signature: 	Signature:

ATTACHMENT A

Subcontractor Proposed Change Order

PROPOSED CHANGE ORDER

Current Connections, Inc.

1620 Hill Avenue
Mangonia Park, FL 33407
Telephone: (561)-863-0010
Fax: (561)863-5380

CCN #**1R****Date:**

5/16/2024

Project Name:

Deerfield Beach Fishing Pier

Project Number:

2403

Page Number:

1

Client Address:

Site Address:

Brothers Construction, Inc.

3130 SE Gran Park Way
Stuart, FL 34997

Deerfield Beach Fishing Pier

200 NE 21st Avenue
Deerfield Beach, FL 33441

Work Description

Includes:

- Install new Cat 5 direct burial type cable to existing Pier and CCTV Cameras.
- Install new Cat 5 direct burial type cable to existing Under Water Camera.
Note: Submerged cabling to underwater camera will be reused and connected to new cabling.
- Install new outdoor rated 2 conductor speaker wire to existing speakers.

Excludes:

- Provision or installation of any new equipment. All components of the systems mentioned above are existing.

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
Aqua Seal 20 Ga. 2 Cond Shielded, 2 Cond Unshielded	1,000	1,625.00 M	1,625.00	8.75 M	8.75
CAT 5 - Direct Burial w/ Copper Armor Jacket	1,800	425.00 M	765.00	16.00 M	28.80
Totals	2,800		2,390.00		37.55

Summary

MATERIAL COSTS

General Materials 2,390.00

Material Subtotal**2,390.00**

Material Tax (@ 7.000 %)

167.30

Total Material**2,557.30****LABOR COSTS**

APPRENTICE (9.39 Hrs @ \$62.00) 582.18

JOURNEYMAN (28.16 Hrs @ \$77.00) 2,168.32

FOREMAN @ 15% (5.63 Hrs @ \$93.00) 523.59

PROJECT MANAGER @ 15% (5.63 Hrs @ \$130.00) 731.90

Total Labor**4,005.99****OVERHEAD & MARKUP**

Overhead (@ 5.000 %) 328.16

Markup (@ 10.000 %) 689.15

Total OH & P**1,017.31****Subtotal****7,580.60**

Final Adjustment -0.60

ORIGINAL

PROPOSED CHANGE ORDER

Current Connections, Inc.
1620 Hill Avenue
Mangonia Park, FL 33407

CCN #	1R
Date:	5/16/2024
Project Name:	Deerfield Beach Fishing Pier
Project Number:	2403
Page Number:	2

Summary (Cont'd)	
Final Amount	\$7,580.00

REQUEST FOR CHANGE ORDER (RCO)

23028-BCI-RCO-003_R1	Issue Date: September 26, 2024	Revision: 1
Project Name: Deerfield Beach International Fishing Pier Repairs and Renovations		Project Number: 23028
Project Location: 200 NE 21st Ave, Deerfield Beach, FL 33441		BCI Cost Code: TBD
Request Title: Concrete Pile Repairs – Bent 21-19 (BUDGET)		Client ID: 23-028-FL

To: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33441	From: Brothers' Construction Inc. 6526 S. Kanner Hwy., #345 Stuart, FL, 34997
Attn: Zannetha Newell, Project Manager	Prepared by: Vojislav Malesevic Title: Project Manager

Description of Requested Change to the Work:	- Original proposal accounted for the repair of two (2) concrete piles at Bent 21 via 24" diameter stay-in-place jackets - Updated pricing reflects repair of three (3) concrete piles at Bent 21 via 42" diameter stay-in-place jackets made necessary by the existing 30" concrete repair discovered through an underwater inspection. Subcontractor pricing to be revisited should repairs take place beyond 2024. - Budget pricing provided for an additional five (5) piles with exposed H-beam stingers, located at bents 19/20
Basis of Change:	Pursuant to Article 7 of <u>Construction Contract Between City of Deerfield Beach and Brothers' Construction, Inc. for Deerfield Beach International Fishing Pier Repairs</u> , this request for change order is submitted on the basis of an alteration to the principal scope of work considered under the base bid.
Impact to Schedule:	Pending receipt of necessary permitting

Item No.	Description	Quantity	Unit	Unit Rate	Total Cost
1	Pile Base Repair - Credit SOV Item #2.12	-1	LS	\$ 48,600.00	(\$48,600.00)
2	Contingency for Added Pile Base Repair - Credit SOV Item #2.15	-1	LS	\$ 20,960.00	(\$20,960.00)
	Credit Subtotal				(\$69,560.00)
3	Subcontractor Proposal - EMC Divers (3 Piles at Bent 21)	1	LS	\$ 110,070.00	\$110,070.00
4	Budgetary Pile Repairs at Bents 19/20	5	EA	\$ 25,000.00	\$125,000.00
5	Contingency for Material Escalations	1	LS	\$ 18,805.60	\$18,805.60
6	General Contractor Overhead @ 10%	0.10	LS	\$ 110,070.00	\$11,007.00
7	General Contractor Profit @ 5%	0.05	LS	\$ 264,882.60	\$13,244.13
8	General Contractor Bond Allowance @ 1%	0.01	LS	\$ 278,126.73	\$2,781.27
	Updated Budget Pricing				\$280,908.00
*Total Cost of Requested Change					\$211,348.00

The above price is only for the direct cost of the requested change. Client hereby acknowledges and agrees that BCI reserves the right to claim for: (a) cost or schedule impacts not known or calculable at the time this RCO was submitted, including additional costs resulting from unanticipated work, unforeseen impacts, or unforeseeable project delays; and (b) cumulative effects.



REQUEST FOR CHANGE ORDER (RCO)

Authorized by – BCI's authorized representative	Approved by – Client's authorized representative
Name: Vojislav Malesevic	Name:
Title: Project Manager	Title:
Date: September 26, 2024	Date:
Signature: 	Signature:



FL CGC #1517529

July 9, 2024

Mr. Vojislav Malesevic
Brothers Construction, Inc.
850 NW Federal Hwy., Suite 234
Stuart, FL 34994

Subject: Deerfield Pier – Bent 21, Pile 1, 3 & 5 Jackets
EMC Divers – Proposal 24-019, Revision 1

Dear Mr. Malesevic:

EMC Divers, Inc. (EMC) is pleased to provide this revised proposal to install pile jackets at the Deerfield Pier in accordance with the attached sketch minus the 2' section extending below the ocean bottom and the BCI drawing. EMC will conduct all work in strict accordance with OSHA safe practices for commercial diving.

The scope of work is described as follows:

- Provide a dive team and required equipment to safely perform dive operations and pile jacket installation.
- Prepare piling for jacketing in accordance with plans and specs.
- Install fiberglass, stay in place, jacket and fill with approved grout.

The following fee schedule will be utilized to invoice for all work:

Mobilization / Demobilization \$12,282.00 lump sum
Repair pilings 1, 3 & 5 of Bent 21 \$97,788.00 lump sum

This price is based on the following assumptions:

- Repairs will be based on the dimensions on the attached field sketch of the 3 piles affected on Bent 21, minus the 2' of jacket extending below the ocean bottom and BCI drawing titled PILE REPAIR DETAIL (attached).
- Denso 510 UW grout will be approved as the grout to fill the pile jacket.
- A secure storage area will be provided for EMC equipment.
- Equipment needed to move EMC equipment and materials out onto the pier will be provided by others.

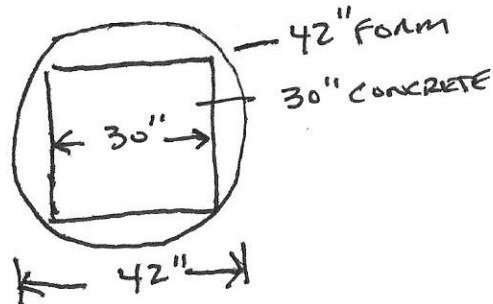
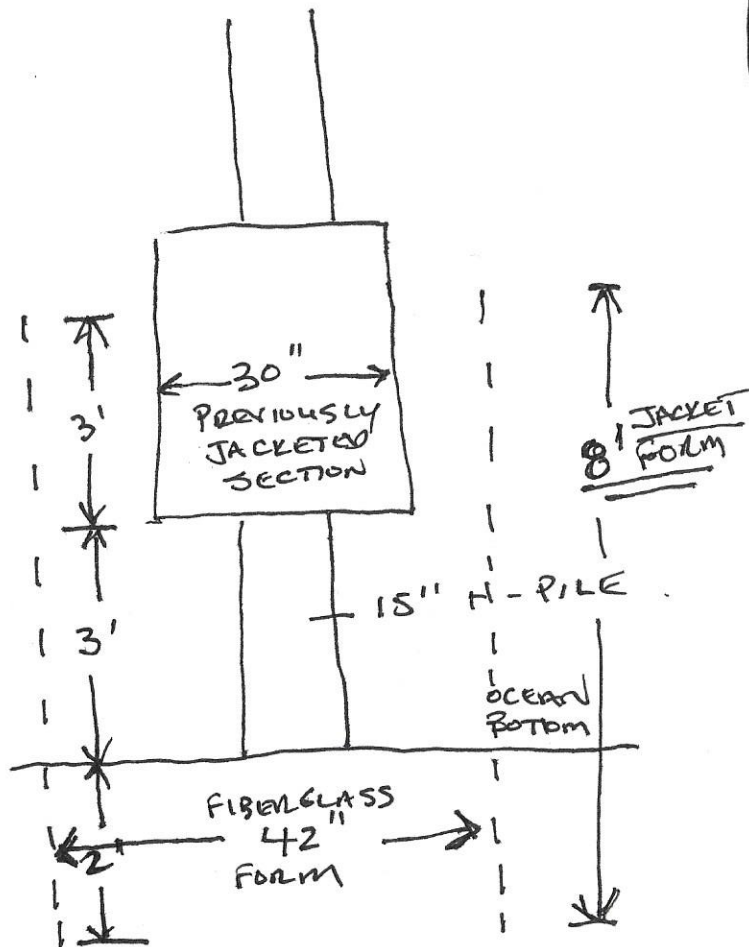
Should you have any questions, require additional information or would like to discuss this proposal please do not hesitate to contact me at 772-418-0318.

Sincerely,
Jack Glanville
Jack Glanville
V.P. Business Development

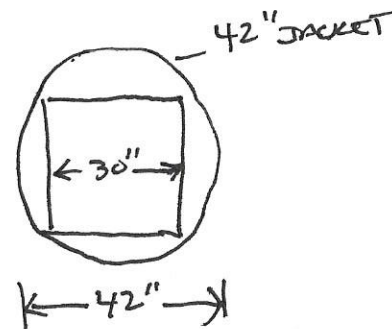
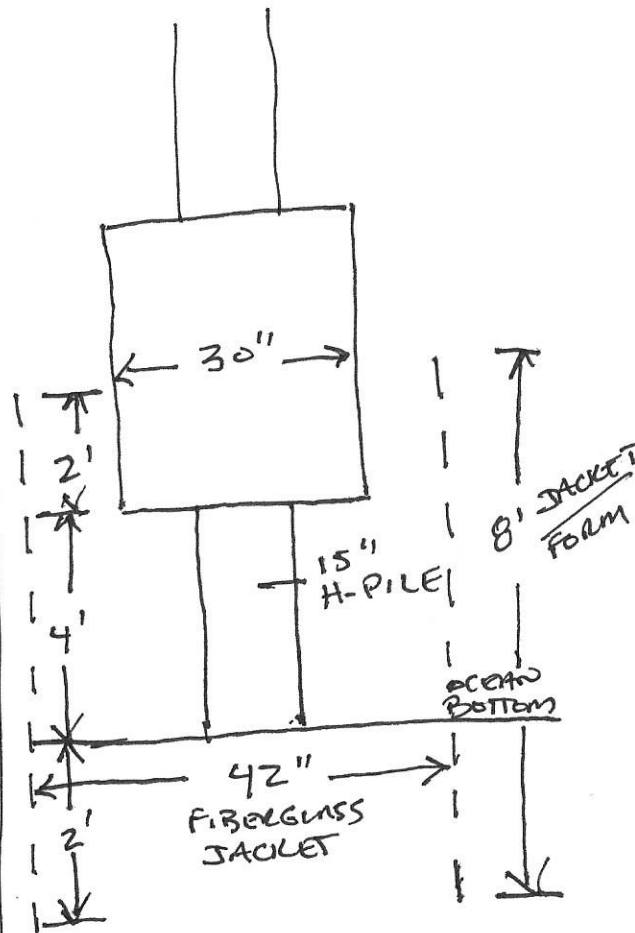
EMC Divers, Inc.
1248 Turnbull Bay Road
New Smyrna Beach, FL 32168
386-402-8756

DEERFIELD PIER - PILE JACKETS - BENT 21 PILES 1, 3 & 5

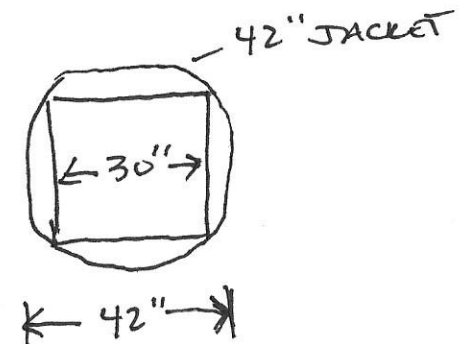
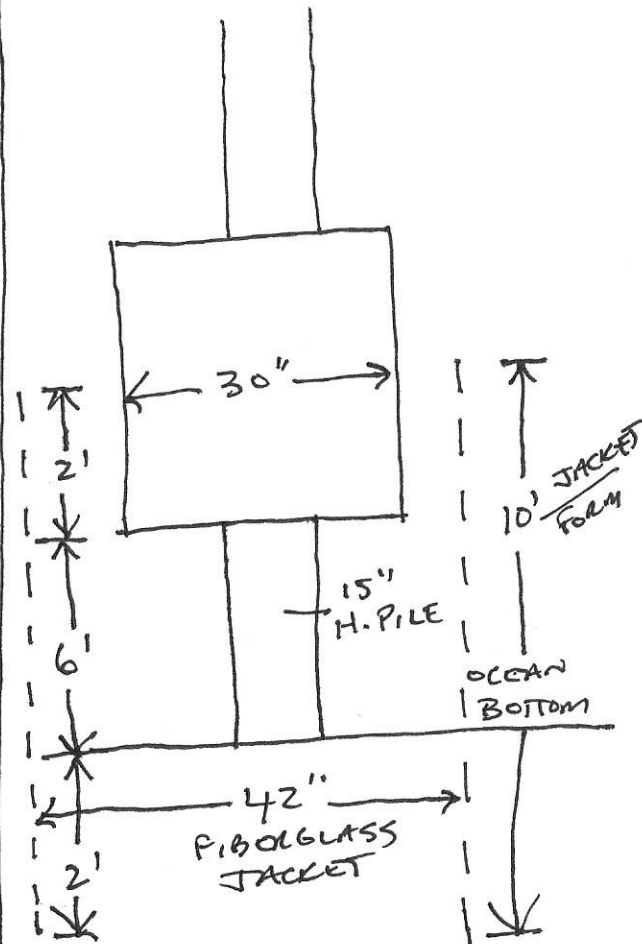
PILE 1



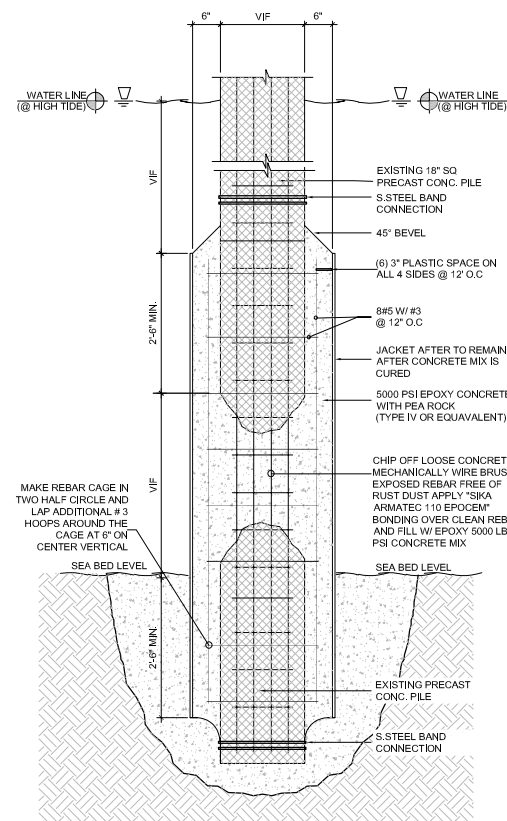
PILE 3



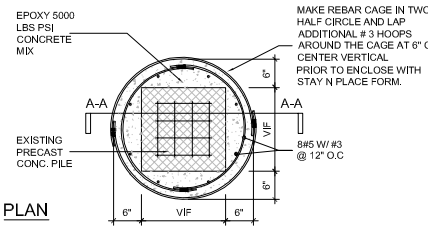
PILE 5



DESIGN DETAIL

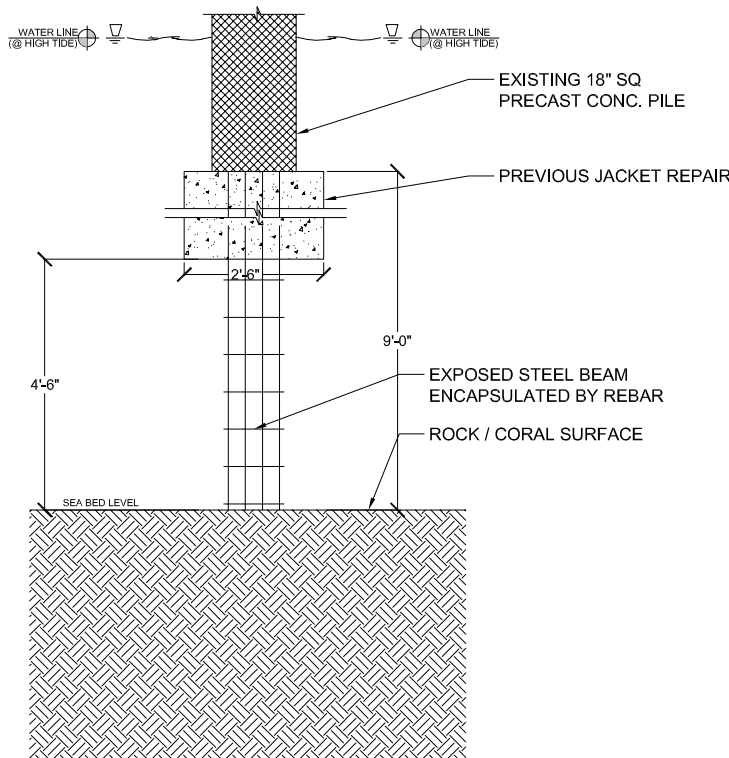


SECTION A-A

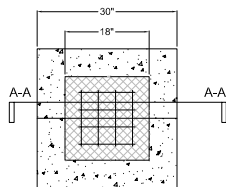


PLAN

EXISTING CONDITIONS

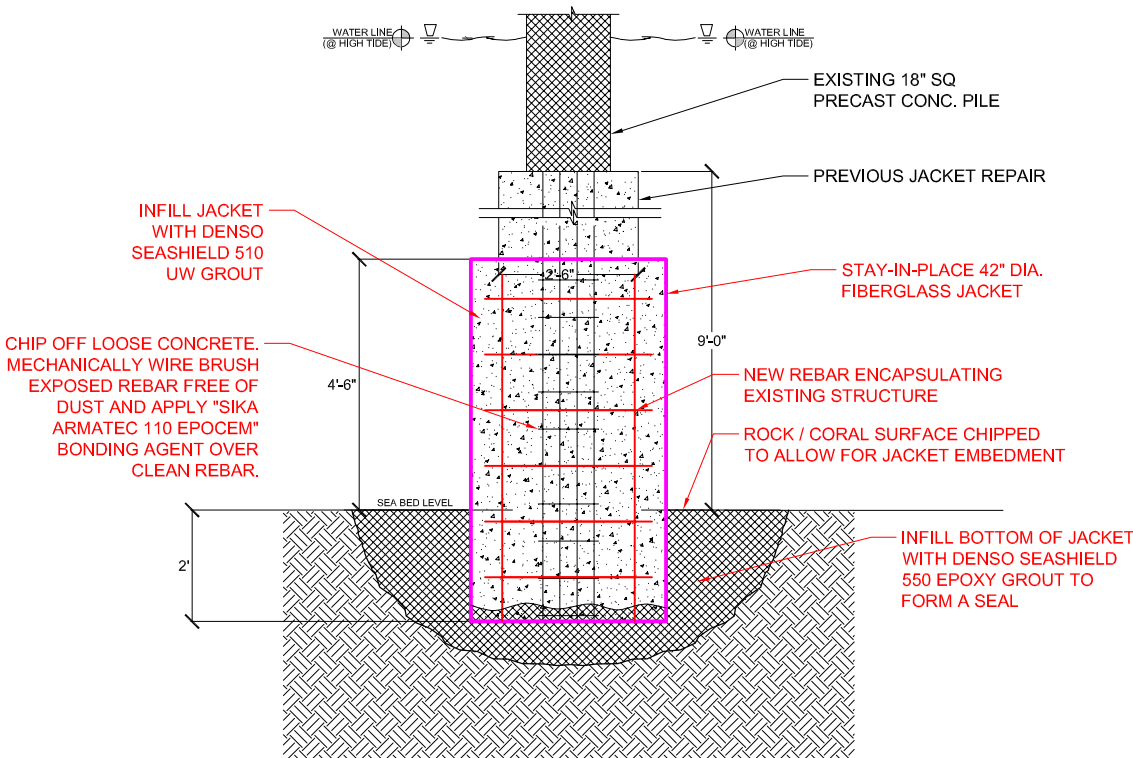


SECTION A-A

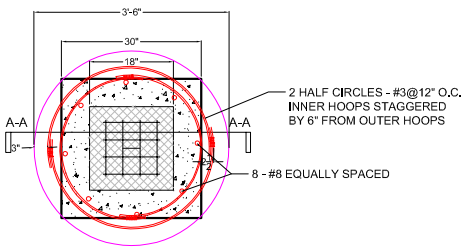


PLAN

PROPOSED REPAIR



SECTION A-A



PLAN

REQUEST FOR CHANGE ORDER (RCO)

23028-BCI-RCO-004A_R0	Issue Date: July 18, 2024	Revision: 0
Project Name: Deerfield Beach International Fishing Pier Repairs and Renovations		Project Number: 23028
Project Location: 200 NE 21st Ave, Deerfield Beach, FL 33441		BCI Cost Code: TBD
Request Title: Fire Line Design and Permitting		Client ID: 23-028-FL

To: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33441	From: Brothers' Construction Inc. 6526 S. Kanner Hwy., #345 Stuart, FL, 34997
Attn: Zannetha Newell, Project Manager	Prepared by: Vojislav Malesevic Title: Project Manager

Description of Requested Change to the Work:	- The original engineered drawing package produced by Lakdas Yohalem Engineering (LYE), which served as the basis of bid, did not include provisions for a fire suppression system. - As a result of the permit comments provided by the Broward Sheriff's Office Fire and Rescue Department on April 4, 2024, the City of Deerfield Beach has requested that a fire standpipe system be incorporated into the pier renovation.
Basis of Change:	Pursuant to Article 7 of <u>Construction Contract Between City of Deerfield Beach and Brothers' Construction, Inc. for Deerfield Beach International Fishing Pier Repairs</u> , this request for change order is submitted on the basis of an alteration to the principal scope of work considered under the base bid.
Impact to Schedule:	N/A

Item No.	Description	Quantity	Unit	Unit Rate	Total Cost
1	Sealed Engineered Drawing Package	1	LS	\$ 3,800.00	\$3,800.00
2	Fire Line Engineering Review and Permitting	1	LS	\$ 5,000.00	\$5,000.00
3	General Contractor Overhead @ 10%	0.1000	LS	\$ 8,800.00	\$880.00
4	General Contractor Profit @ 5%	0.0500	LS	\$ 9,680.00	\$484.00
5	General Contractor Bond Allowance @ 1%	0.0100	LS	\$ 10,164.00	\$101.64
6	General Contractor Insurance Allowance @ 0.75%	0.0075	LS	\$ 10,164.00	\$76.23
*Total Cost of Requested Change					\$10,341.87

The above price is only for the direct cost of the requested change. Client hereby acknowledges and agrees that BCI reserves the right to claim for: (a) cost or schedule impacts not known or calculable at the time this RCO was submitted, including additional costs resulting from unanticipated work, unforeseen impacts, or unforeseeable project delays; and (b) cumulative effects.

Permit allowance to be adjusted accordingly and billed against the schedule of values. Cost of fire line procurement to be reevaluated ahead of installation, based on escalation in materials.

REQUEST FOR CHANGE ORDER (RCO)

Authorized by – BCI's authorized representative		Approved by – Client's authorized representative	
Name:	Vojislav Malesevic	Name:	
Title:	Project Manager	Title:	
Date:	July 18, 2024	Date:	
Signature:		Signature:	

REQUEST FOR CHANGE ORDER (RCO)

23028-BCI-RCO-004A_R0	Issue Date: July 18, 2024	Revision: 0
Project Name: Deerfield Beach International Fishing Pier Repairs and Renovations		Project Number: 23028
Project Location: 200 NE 21st Ave, Deerfield Beach, FL 33441		BCI Cost Code: TBD
Request Title: Fire Line Design and Permitting		Client ID: 23-028-FL

To: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33441	From: Brothers' Construction Inc. 6526 S. Kanner Hwy., #345 Stuart, FL, 34997
Attn: Zannetha Newell, Project Manager	Prepared by: Vojislav Malesevic Title: Project Manager

Description of Requested Change to the Work:	- The original engineered drawing package produced by Lakdas Yohalem Engineering (LYE), which served as the basis of bid, did not include provisions for a fire suppression system. - As a result of the permit comments provided by the Broward Sheriff's Office Fire and Rescue Department on April 4, 2024, the City of Deerfield Beach has requested that a fire standpipe system be incorporated into the pier renovation.
Basis of Change:	Pursuant to Article 7 of <u>Construction Contract Between City of Deerfield Beach and Brothers' Construction, Inc. for Deerfield Beach International Fishing Pier Repairs</u> , this request for change order is submitted on the basis of an alteration to the principal scope of work considered under the base bid.
Impact to Schedule:	N/A

Item No.	Description	Quantity	Unit	Unit Rate	Total Cost
1	Sealed Engineered Drawing Package	1	LS	\$ 3,800.00	\$3,800.00
2	Fire Line Engineering Review and Permitting	1	LS	\$ 5,000.00	\$5,000.00
3	General Contractor Overhead @ 10%	0.1000	LS	\$ 8,800.00	\$880.00
4	General Contractor Profit @ 5%	0.0500	LS	\$ 9,680.00	\$484.00
5	General Contractor Bond Allowance @ 1%	0.0100	LS	\$ 10,164.00	\$101.64
6	General Contractor Insurance Allowance @ 0.75%	0.0075	LS	\$ 10,164.00	\$76.23
*Total Cost of Requested Change					\$10,341.87

The above price is only for the direct cost of the requested change. Client hereby acknowledges and agrees that BCI reserves the right to claim for: (a) cost or schedule impacts not known or calculable at the time this RCO was submitted, including additional costs resulting from unanticipated work, unforeseen impacts, or unforeseeable project delays; and (b) cumulative effects.

Permit allowance to be adjusted accordingly and billed against the schedule of values. Cost of fire line procurement to be reevaluated ahead of installation, based on escalation in materials.

REQUEST FOR CHANGE ORDER (RCO)

Authorized by – BCI's authorized representative		Approved by – Client's authorized representative	
Name:	Vojislav Malesevic	Name:	
Title:	Project Manager	Title:	
Date:	July 18, 2024	Date:	
Signature:		Signature:	

REQUEST FOR CHANGE ORDER (RCO)

23028-BCI-RCO-004B_R0	Issue Date: July 23, 2024	Revision: 0
Project Name: Deerfield Beach International Fishing Pier Repairs and Renovations		Project Number: 23028
Project Location: 200 NE 21st Ave, Deerfield Beach, FL 33441		BCI Cost Code: TBD
Request Title: Fire Line Supply & Installation		Client ID: 23-028-FL

To: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33441	From: Brothers' Construction Inc. 6526 S. Kanner Hwy., #345 Stuart, FL, 34997
Attn: Zannetha Newell, Project Manager	Prepared by: Vojislav Malesevic Title: Project Manager

Description of Requested Change to the Work:	- The original engineered drawing package produced by Lakdas Yohalem Engineering (LYE), which served as the basis of bid, did not include provisions for a fire suppression system. - As a result of the permit comments provided by the Broward Sheriff's Office Fire and Rescue Department on April 4, 2024, the City of Deerfield Beach has requested that a fire standpipe system be incorporated into the pier renovation.
Basis of Change:	Pursuant to Article 7 of <u>Construction Contract Between City of Deerfield Beach and Brothers' Construction, Inc. for Deerfield Beach International Fishing Pier Repairs</u> , this request for change order is submitted on the basis of an alteration to the principal scope of work considered under the base bid.
Impact to Schedule:	10 working days

Item No.	Description	Quantity	Unit	Unit Rate	Total Cost
1	Subcontractor Proposal - Fire Line Supply & Installation	1	LS	\$178,434.00	\$178,434.00
2	Sealed Engineered Drawing Package Credit (included in RCO 004A)	1	LS	\$(3,800.00)	\$(3,800.00)
3	BCI Subcontractor Support (i.e. Fall Arrest, Temporary Handrails)	1	LS	\$19,100.00	\$19,100.00
4	Purchase of Fall Arrest System	1	LS	\$7,400.00	\$7,400.00
5	General Contractor Overhead @ 10%	0.1000	LS	\$201,134.00	\$20,113.40
6	General Contractor Profit @ 5%	0.0500	LS	\$221,247.40	\$11,062.37
7	General Contractor Bond Allowance @ 1%	0.0100	LS	\$232,309.77	\$2,323.10
8	General Contractor Insurance Allowance @ 0.75%	0.0075	LS	\$232,309.77	\$1,742.32
*Total Cost of Requested Change					\$236,375.19

The above price is only for the direct cost of the requested change. Client hereby acknowledges and agrees that BCI reserves the right to claim for: (a) cost or schedule impacts not known or calculable at the time this RCO was submitted, including additional costs resulting from unanticipated work, unforeseen impacts, or unforeseeable project delays; and (b) cumulative effects.

Permit allowance to be adjusted accordingly and billed against the schedule of values.



REQUEST FOR CHANGE ORDER (RCO)

Authorized by – BCI's authorized representative	Approved by – Client's authorized representative
Name: Vojislav Malesevic	Name:
Title: Project Manager	Title:
Date: July 23, 2024	Date:
Signature: 	Signature:

REQUEST FOR CHANGE ORDER (RCO)

23028-BCI-RCO-005_R0	Issue Date: July 30, 2024	Revision: 0
Project Name: Deerfield Beach International Fishing Pier Repairs and Renovations		Project Number: 23028
Project Location: 200 NE 21st Ave, Deerfield Beach, FL 33441		BCI Cost Code: TBD
Request Title: Fish Macerator System – Design, Supply & Installation		Client ID: 23-028-FL

To: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33441	From: Brothers' Construction Inc. 6526 S. Kanner Hwy., #345 Stuart, FL, 34997
Attn: Zannetha Newell, Project Manager	Prepared by: Vojislav Malesevic Title: Project Manager

Description of Requested Change to the Work:	- The original engineered drawing package produced by Lakdas Yohalem Engineering (LYE), which served as the basis of bid, did not include provisions for a fish macerator system. - Contingent on the determinations made by the Florida Department of Environmental Protection (FDEP) and United States Army Corp of Engineers (USACE), a fish macerator system may need to be integrated in the works in lieu of direct ocean disposal of fish waste currently in place.
Basis of Change:	Pursuant to Article 7 of <u>Construction Contract Between City of Deerfield Beach and Brothers' Construction, Inc. for Deerfield Beach International Fishing Pier Repairs</u> , this request for change order is submitted on the basis of an alteration to the principal scope of work considered under the base bid.
Impact to Schedule:	15 working days

Item No.	Description	Quantity	Unit	Unit Rate	Total Cost
1	Subcontractor Proposal - Plumbing	1	LS	\$ 128,593.00	\$128,593.00
2	Subcontractor Proposal - Electrical	1	LS	\$ 21,014.98	\$21,014.98
3	Allowance for Subcontractor Scope Creep	1	LS	\$ 30,000.00	\$30,000.00
4	Furnish & Install Supporting Channel Brackets	1	LS	\$ 61,300.00	\$61,300.00
5	BCI Subcontractor Support (i.e. Fall Arrest)	1	LS	\$ 13,300.00	\$13,300.00
6	Purchase of Fall Arrest System (assuming fall arrest system repurposed from fire line work)	0	LS	\$ 7,400.00	\$0.00
7	Permits, Drawings & Flow Tests	1	LS	\$ 15,000.00	\$15,000.00
8	General Contractor Overhead @ 10%	0.1000	LS	\$ 269,207.98	\$26,920.80
9	General Contractor Profit @ 5%	0.0500	LS	\$ 296,128.78	\$14,806.44
10	General Contractor Bond Allowance @ 1%	0.0100	LS	\$ 310,935.22	\$3,109.35
11	General Contractor Insurance Allowance @ 0.75%	0.0075	LS	\$ 310,935.22	\$2,332.01
*Total Cost of Requested Change					\$316,376.58

REQUEST FOR CHANGE ORDER (RCO)

The above price is only for the direct cost of the requested change. Client hereby acknowledges and agrees that BCI reserves the right to claim for: (a) cost or schedule impacts not known or calculable at the time this RCO was submitted, including additional costs resulting from unanticipated work, unforeseen impacts, or unforeseeable project delays; and (b) cumulative effects.

Permit allowance to be adjusted accordingly and billed against the schedule of values.

Authorized by – BCI’s authorized representative		Approved by – Client’s authorized representative	
Name:	Vojislav Malesevic	Name:	
Title:	Project Manager	Title:	
Date:	July 30, 2024	Date:	
Signature:		Signature:	

ATTACHMENT A

Plumbing Proposal

PREPARED BY

Tiffany Farrington

Lincoln Marine LLC

(239) 470-1667

Tiffany@lincolnmarine.com

6011 Jadestone Ave, Fort Myers, FL 33905, USA

PREPARED FOR

Vojislav Malesevic

Brothers Construction, Inc.

(772) 262-9434

Vojislav@brothersconstructionfl.com

200 NE 21st Ave, Deerfield Beach, FL 33441, USA

PROPOSAL DETAILS

Deerfield Beach Pier Fish Cleaning Station and Grinders

200 NE 21st Ave, Deerfield Beach, FL 33441, USA

DESCRIPTION

EMP Fish Cleaning Table and Grinding Station- Not Including Electric

2" SDR11 HDPE Pipe

1 1/2" Rigid Conduit Clamp

Clean Outs

Tie In- At Sewall

Plumber Labor

Hotel Cost

Per Diem

USL&H Insurance

TOTAL **\$128,593.00**



LINCOLN MARINE

— MARINA PLUMBING —

FISH CLEANING @ DEERFIELD BEACH 6.18.24

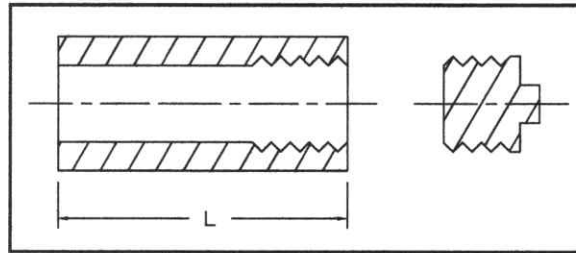
NOTES:

- Based off of Kimley-Horn drawings dated May 1991
- F&I 850' of 2" DR11 hdpe heat fused pipe.
- F&I 213 - 2 " 316 ss uni strut clamps.
- F&I a 2" clean out every 100'.
- F&I 1 X400 EMP pump out pump. See submittal sheet.
- F&I 3 X-Fish EX F 500 fish grinder stations. See submittal sheet.
- Mob/ demob.
- Hotels, per diem, expenses.
- USL&H insurance.
- BCI to F&I proposed channel bracket.
- BCI to help facilitate access to channel brackets for pipe installation. Note bracket must be large enough to accommodate both fire and sewer. Size TBD.
- BCI to provide horizontal life line for fall protection.
- Permits, drawings, flow tests all 100% reimbursable by C.O.
- Method and materials all need to be approved by AHJ.

Thank you for your consideration.

HDPE
Clean Out, IPS

Clean out



Dimensions and weights
are approximate and
subject to change.
Please call for sizes not listed.

IPS Pipe Size	Nominal OD (in)	DR	Dimension (in)	Weight (Lbs)
			L	
2"	2.375	11	6	1
3"	3.500	11	6	1 1/2
4"	4.500	17	6	2
		11		
6"	6.625	17	6	3
		11		
8"	8.625	11	6	5
10"	10.753	11	6	8
12"	12.750	11	6	11

Cleanouts are rated for Gravity or Low Pressure (6" & down) Service.
Cleanouts are available either with or without Plugs.

San Francisco	511 Tunnel Avenue, Brisbane, CA 94005	415-467-4630	FAX 415-467-1010
Los Angeles	1304 E. San Bernardino Ave., San Bernardino, CA 92408	909-799-7800	FAX 909-799-5558
Bakersfield	5221 Gilmore Ave., Bakersfield, CA 93308	661-326-7800	FAX 661-326-7805
Reno	675-B Edison Way, Reno, NV 89502	775-856-1888	FAX 775-856-1844

EMP-X-Fish - ExF- 1000

TECH SPECIFICATIONS

- Motor: 5HP, 1140 RPM
- Electrical: 3-phase, 50/60Hz, 208/230/460 volts
- Amperage: 18.0 / 16.0 / 8.0 amps
- Recommended Waterflow: 7 GPM
- Features: Second water "after flush" and pre-wired with an energy-saving motor
- Included Components:
 - Solenoid Valve
 - Syphon Breaker
 - De-jamming Wrench
 - Control Panel:
 - NEMA 4 Approved
 - Pre-wired: Includes magnetic starter
 - Controls: Forward/off/reverse push buttons, spring-loaded with overload protection and operator de-jamming feature
 - Time Delay Relay: Exclusive "after flush" action pre-set at 180 seconds
 - Construction:
 - Table: All-weld construction using 16-gauge stainless steel, 304 #4 grade finish



Legs: Stainless steel with adjustable bullet feet
Bracing: Stainless steel side and rear cross bracing

*#1 Selling Marine Pumpout
System in America*

The SaniSailor Masterline X400

The SaniSailor Masterline X400 Central Vacuum Systems are designed for high vacuum, high discharge pumpout requirements. This system is for installation requiring a discharge capable of up to 350 feet vertical or up to thousands of feet horizontally. The SaniSailor Masterline X400 is more than just a lift station and with the high vacuum capability it eliminates the need for a separate lift station.

The SaniSailor Masterline X400 Central Vacuum System is used as a dockside pump station. It is designed for rugged use where higher usage and capacity are required. The SaniSailor Masterline X400 develops a high vacuum which enables it to pump out boats located hundreds of feet from the pumpout station.

X400 Specifications

Capacity: 40 - 50 GPM
Vacuum: 29 inch Hg
Discharge Head: 90 PSI
Suction Lift: 29 Feet Vertical
Power Required: 5 HP
Dimensions: 34" L x 24" W x 46" H
Weight: 425 Lbs

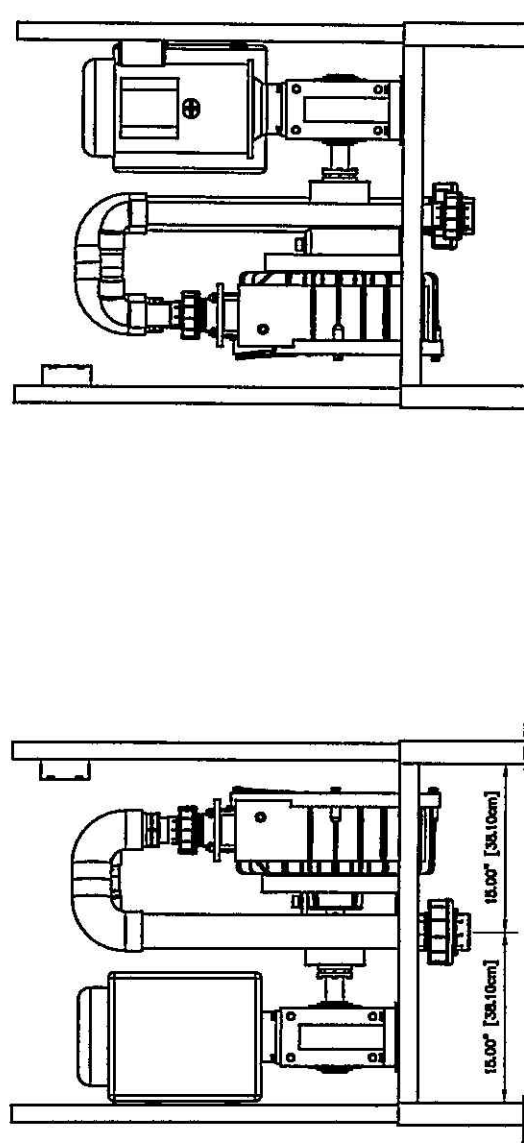
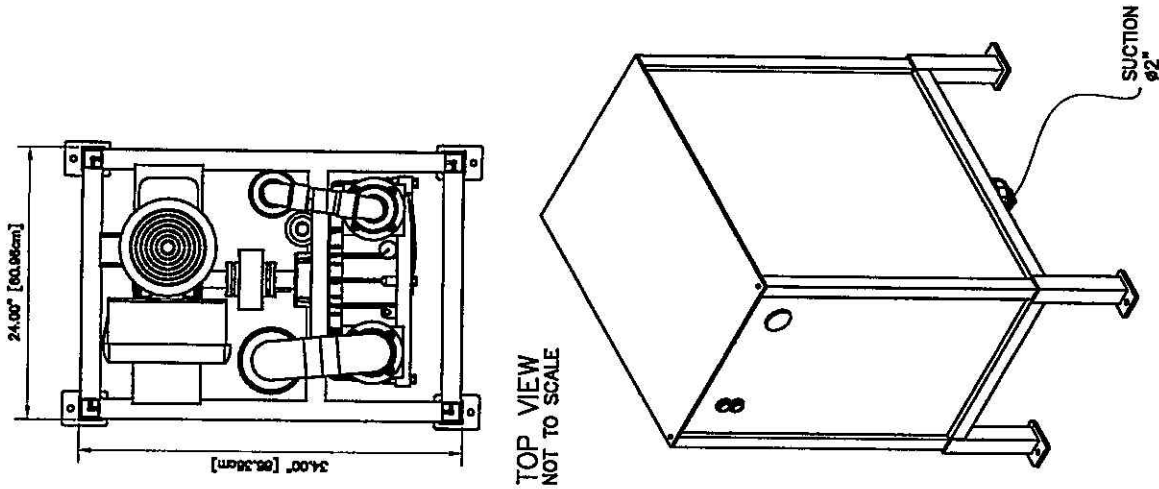
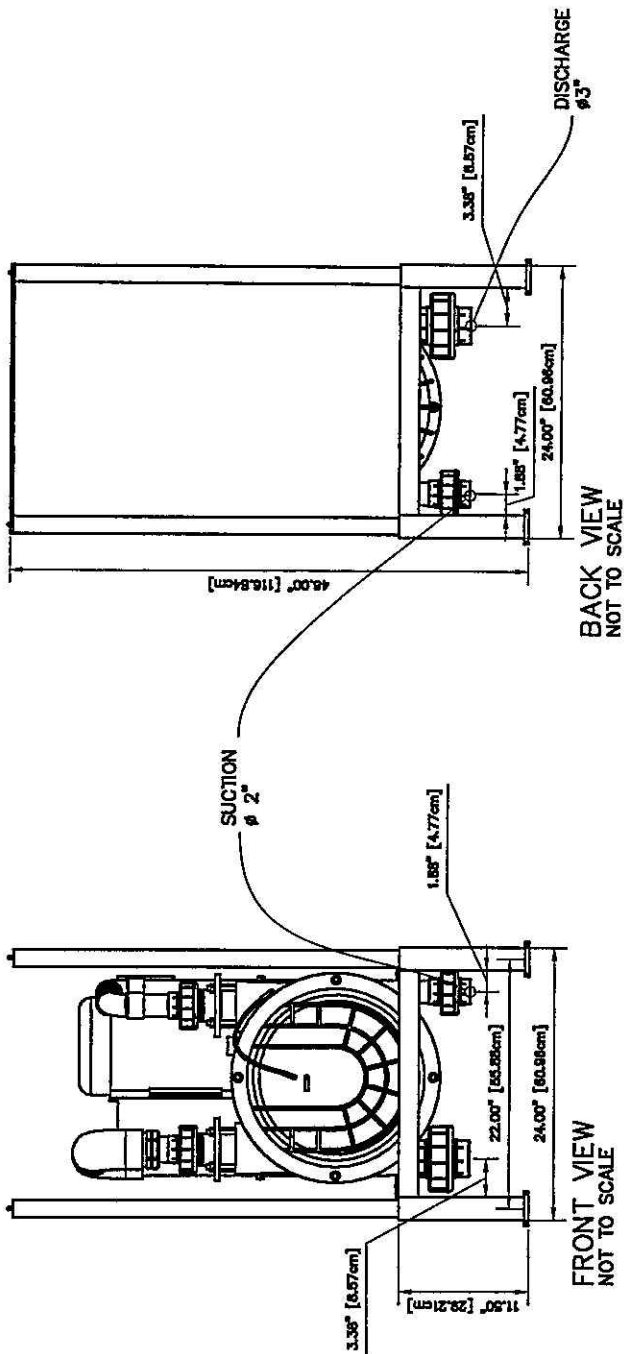
Patented Technology Inside Every Pump



*shown with optional accessories

- 12% -120% longer hose life compared to other brands
- Best value (Lowest Life Cost Average)
- Longest pumpout warranty, 3 years
- Advanced patented technology in every pump
- Convenient, sizes and styles to fit every marina's needs
- Most reliable - EMP's responsive customer service and support
- Pioneer of the first peristaltic pumpout system
- Gold seal quality in every pumpout
- #1 selling marine pumpout in America





Clean Marinas, Clear Value.
2985 44th AVE. NORTH ST. PETERSBURG, FL 33714
727-821-7867 F: 727-821-7869

SANISAILEOR X400 ELEVATIONS

DATE: 7-12-11

DRAWN: PL

DRWG NO.

SCALE: 1:16

DESCRIPTION	DRWN.	DATE
ORIGINAL	PL	7-12-11

THIS DRAWING CONTAINS PROPRIETARY INFORMATION WHICH IS THE PROPERTY OF EMP INDUSTRIES, INC. AND SHALL NOT BE COPIED, REPRODUCED OR MADE AVAILABLE TO ANY PERSON(S) WITHOUT PRIOR WRITTEN CONSENT OF EMP INDUSTRIES, INC.

Macerator Disposer

General Description

The EMP Fish Macerator is designed for the efficient maceration of fish and other solids into a mash form, allowing for easy passage through the X400 system. This heavy-duty unit is powered by a robust 5 HP dual voltage motor and is suitable for various industrial and commercial applications.

Motor Specifications

- Horsepower: 5 HP
- Voltage:
- Single Phase: 208/230 volts
- Three Phase: 208/230/460 volts
- Frequency: 60 Hz
- Speed: 1140 RPM
- Current:
- Single Phase: 29.0/30.0 amps`
- Three Phase: 18.0/16.0/8.0 amps
- Protection: Manual reset overload protectio
- Bearings: Permanently lubricated ball bearir

Performance Specifications

- Flow Rate: 7 GPM (Gallons Per Minute)
- Weight: 175 lbs. (shipping weight)
- Application: Designed to grind solids into a mash form for passage through the X400 system

Features

- Durability: Constructed with high-quality materials to ensure long-term reliability and performance.

Electrical Specifications

- Single Phase Operation:
- Voltage: 208/230 volts
- Current: 29.0/30.0 amps
- Frequency: 60 Hz
- Three Phase Operation:
- Voltage: 208/230/460 volts
- Current: 18.0/16.0/8.0 amps
- Frequency: 60 Hz`



ATTACHMENT B

Electrical Proposal

PROPOSED CHANGE ORDER

Current Connections, Inc.

1620 Hill Avenue
Mangonia Park, FL 33407
Telephone: (561)-863-0010
Fax: (561)863-5380

CCN # 2
Date: 7/30/2024
Project Name: Deerfield Beach Fishing Pier
Project Number: 2403
Page Number: 1

Client Address:

Brothers Construction, Inc.

3130 SE Gran Park Way
Stuart, FL 34997

Site Address:

Deerfield Beach Fishing Pier

200 NE 21st Avenue
Deerfield Beach, FL 33441

Work Description

Below is a labor and material breakdown for the work to:

- Provide power to (5) fish cleaning stations.
- Based upon 120V 20A circuits to each grinder.

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
3/4" CONDUIT - PVC40	700	65.00 C	455.00	6.00 C	48.30
3/4" PVC COUPLING	20	101.60 C	20.32	0.00 C	0.00
3/4" PVC 90 ELBOW	10	416.48 C	41.65	30.00 C	3.45
PVC FS BOX	5	4,665.97 C	233.30	25.00 C	1.44
PVC SWITCH PLATE	5	4,272.80 C	213.64	10.00 C	0.57
3/4" PVC STRAP	140	179.22 C	250.91	4.00 C	6.44
1/2" LT FLEX	30	1,944.20 C	583.26	60.00 M	2.07
1/2" LT STRAIGHT CONN	5	913.54 C	45.68	12.00 C	0.69
1/2" LT 90DEG CONN	5	1,546.14 C	77.31	12.00 C	0.69
#10 THHN	4,620	275.00 M	1,270.50	7.50 M	39.85
B2-1 RED WIRE CONN	15	27.29 C	4.09	6.00 C	1.04
1221-2W - 20A 120V-277V SINGLE POLE SW*	5	5,576.63 C	278.83	25.00 C	1.44
#6-10 PL ANCHOR (3/16)	140	9.66 C	13.52	7.50 C	12.07
1"x10 S-TAP SCREW	140	8.99 C	12.59	3.25 C	5.23
20A 120/240V SP BOLT-ON CB GFI	5	50.00 E	250.00	0.42 E	2.42
# 12-3C EQUIPMENT TERM	5	0.00 E	0.00	0.70 E	4.03
Totals	5,850		3,750.59		129.72

Summary

MATERIAL COSTS

General Materials 3,750.59

Material Subtotal

Material Tax (@ 7.000 %) 262.54

Total Material

4,013.13

LABOR COSTS

APPRENTICE (32.43 Hrs @ \$62.00) 2,010.66
JOURNEYMAN (97.29 Hrs @ \$77.00) 7,491.33
FOREMAN @ 15% (19.46 Hrs @ \$93.00) 1,809.78
PROJECT MANAGER @ 15% (19.46 Hrs @ \$130.00) 2,529.80

Total Labor

13,841.57

OVERHEAD & MARKUP

Overhead (@ 10.000 %) 1,785.47

ORIGINAL

PROPOSED CHANGE ORDER

Current Connections, Inc.
1620 Hill Avenue
Mangonia Park, FL 33407

CCN # 2
Date: 7/30/2024
Project Name: Deerfield Beach Fishing Pier
Project Number: 2403
Page Number: 2

Summary (Cont'd)		
Markup	(@ 7.000 %)	1,374.81
Total OH & P		3,160.28
Subtotal		21,014.98
Final Amount		\$21,014.98

REQUEST FOR CHANGE ORDER (RCO)

23028-BCI-RCO-006_R0	Issue Date: August 1, 2024	Revision: 0
Project Name: Deerfield Beach International Fishing Pier Repairs and Renovations		Project Number: 23028
Project Location: 200 NE 21st Ave, Deerfield Beach, FL 33441		BCI Cost Code: TBD
Request Title: Replacement of Additional Deck Boards		Client ID: 23-028-FL

To: City of Deerfield Beach 200 Goolsby Boulevard Deerfield Beach, FL 33441	From: Brothers' Construction Inc. 6526 S. Kanner Hwy., #345 Stuart, FL, 34997
Attn: Zannetha Newell, Project Manager	Prepared by: Vojislav Malesevic Title: Project Manager

Description of Requested Change to the Work:	- The City of Deerfield Beach has requested the replacement of an additional 25 deck boards effectively expanding the total area of replacement pier decking from 3,100 to 3,335 square feet - Consequently, this change also reduces the contract quantity for reusing existing deck planks. - Material escalation may need to be applied if material is ordered after August.
Basis of Change:	Pursuant to Article 7 of <u>Construction Contract Between City of Deerfield Beach and Brothers' Construction, Inc. for Deerfield Beach International Fishing Pier Repairs</u> , this request for change order is submitted on the basis of an alteration to the principal scope of work considered under the base bid.
Impact to Schedule:	2 working days

Item No.	Description	Quantity	Unit	Unit Rate	Total Cost
1	New Ipe Deck Replacement	235.00	SF	\$48.60	\$11,421.00
2	Material Escalation Contingency	235.00	SF	\$5.84	\$1,373.06
3	Remove and Re-Use Existing Decking	-235.00	SF	\$8.60	\$(2,021.00)
4	General Contractor Bond Allowance @ 1%	0.0100	LS	\$10,773.06	\$107.73
5	General Contractor Insurance Allowance @ 0.75%	0.0075	LS	\$10,773.06	\$80.80
*Total Cost of Requested Change					\$10,961.59

The above price is only for the direct cost of the requested change. Client hereby acknowledges and agrees that BCI reserves the right to claim for: (a) cost or schedule impacts not known or calculable at the time this RCO was submitted, including additional costs resulting from unanticipated work, unforeseen impacts, or unforeseeable project delays; and (b) cumulative effects.

Permit allowance to be adjusted accordingly and billed against the schedule of values.

Authorized by – BCI's authorized representative	Approved by – Client's authorized representative
Name: Vojislav Malesevic Title: Project Manager Date: August 1, 2024 Signature: 	Name: Title: Date: Signature: